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Employment

Employment Procedures

Certificated Staff

All staff members shall be appointed by the Board only upon recommendation of the Superintendent. Should a person nominated by the Superintendent be rejected by the Board, it shall be the Superintendent's duty to make another nomination.

The Superintendent shall ensure that all persons nominated for employment meet certification requirements and the qualifications established for the particular position.

Interviewing and selection procedures shall assure that the principal or other administrator to be directly responsible for the work of the staff member has, to the extent possible, an opportunity to aid in his/her selection; however, the final selection shall be made or approved by the Superintendent.

All candidates shall be considered on the basis of their merits and qualifications and the needs of the school system. In each instance the Superintendent and others playing a role in the selection shall seek to hire the best-qualified person for the job. No person shall on the basis of sex, race, religion, national origin, marital status, age or disability that will not impair performance be excluded from participation in, be denied the benefits of, or be subjected to discrimination in employment for recruitment, consideration, or selection, therefore, whether full-time or part-time, certificated or noncertificated, under any educational program or activity operated by the District.

To teach in the public schools of' Missouri, the teacher must possess an appropriate and valid teaching certificate. The laws state specifically that the teacher must not assume that a portion of the school year can be taught before obtaining a certificate, because the certificate must be in force for the full time for which the contract is effective, beginning the first day of school. If the teacher does not already have a teacher's certificate or has not made arrangements to secure it, he/she should contact the office of the Superintendent/designee at once to make such arrangements. This certificate, along with official copies of transcripts showing all college hours and degrees must be kept on file with this office. If the certificate or letter of intent from the State Department is not on file, no salary payments will be made.

Retired Certificated Teachers-Critical Shortage

If the District itself determines that it has a critical shortage of teachers, the District may employ retired teachers who are currently receiving PSRS retirement benefits. Retired teachers employed under this subsection will not lose these retirement benefits and may teach under this program for up to four (4) years. The exact number of retired certificated teachers that may be employed at any one time as a result of the critical shortage is the greater of 1% of the total of teachers and noncertificated staff or five (5) teachers, whichever is greater.

In determining whether the District has a critical shortage of certificated teachers, the District will:

1. Make a good faith effort to recruit certificated teachers;
2. Post vacancies for at least one month;
3. Not have offered an early retirement incentive program (ERIP) in either of the two preceding years;
4. Solicit applications through the media and through teacher preparation programs;
5. Determine that there is an insufficient number of eligible applicants; and
6. Declare a critical shortage of certificated teachers for one year.

Retired Non-Certificated Employees – Critical Shortage

If the District determines that it has a critical shortage, the District may employ retired noncertificated employees who are receiving non-teacher retirement benefits for up to four (4) years. Retired persons employed under this subsection will not incur a reduction of retirement benefits during such employment. The total number of such retired noncertificated at any one time will be determined by calculating 10% of the total noncertified staff or five (5) employees, whichever is lesser. The procedures for determining a critical shortage shall utilize the six criteria set forth in the preceding paragraph. However, the determination of critical shortage must be made for each of the groups of retired employees.

Support Staff

Letters of employment for support staff are issued as soon as feasible after salary schedule and terms have been approved by the Board. Since full-time employees begin their year on July 1, the target date for issuance of letters of employment is as close to the beginning of the fiscal year as possible.

The work year for support staff personnel will be set by the Board based on classification and responsibilities.

Support staff employees will be paid on the Board-approved salary schedule.

Immigration Reform and Control Act

The federal Immigration Reform and Control Act requires all employers to hire only American citizens and aliens who are authorized to work in the United States in order to preserve jobs for those

who are legally entitled to them. The District will implement the following procedures to assure compliance with the law:

1. Any employee hired after November 6, 1986, will complete an Eligibility Verification Form (Form I-9), and will produce documents that will establish his/her identity and eligibility to work. (Form I-9 contains a list of documents that will fulfill this requirement.)

2. The District will retain an individual's Form I-9 for three years after the date of hire or one year after the individual is terminated, whichever is later.

3. The form may be reviewed by the Department of Homeland Security (DHS) and potentially by other federal agencies. In order to minimize potential intrusion, Eligibility Verification Forms will be maintained separately from the employee's personnel files as stipulated in Policy 4860.

For further information concerning the procedures surrounding the Form I-9 or the District's obligations under the Act, consult the District office responsible for personnel matters.

Missouri Automated Criminal History Site (MACHS)

Applicants whose fingerprints have been taken as part of the MACHS criminal record check, as required by the District, are entitled to the following rights:

1. Notification that the applicant's fingerprints will be used to check the criminal history records of the FBI.
2. If the applicant is determined to have a criminal record, he/she will be provided with an opportunity to challenge the report.

3. Applicants determined to have a criminal history record will be advised of the procedure for obtaining a change, correction or update within Title 28 Code of Federal Regulation.

4. If the applicant has a criminal record history, the applicant will be given a reasonable amount of time to correct the record before employment is denied because of the criminal history.

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Employment
Professional Contracts

Probationary

Teachers without previous teaching experience will receive a probationary contract for each of their first five years of full-time employment or for the corresponding period of part-time service.

Probationary teachers will be notified in writing of the Board's intent to re-employ them for the next school year. This written notice will be provided on or by April 15. Teachers who are not provided a timely notice will be automatically re-employed for the next school year.

Probationary teachers will be provided with a written contract on or by May 15 and will be required to provide the Board with a written acceptance or rejection within fifteen (15) days of receipt of the contract. Failure to provide a timely acceptance of the contract will be deemed a rejection of the Board's employment contract.

Permanent

Permanent teachers will be provided with an indefinite contract as provided by state statute. Indefinite contracts may be modified by the Board on or before May 15 with respect to the school year and with respect to annual compensation. Permanent teachers will receive copies of contract modifications within thirty (30) days of Board adoption.

Administrative

All building level administrators will be provided with contracts for a one year duration. Administrative personnel, other than the Superintendent, who are employed under a one year contract will be notified on or before March 1 of the Board's wish to re-employ them in their present administrative position. Failure to provide a timely notice of re-employment will result in the administrator's re-employment in the present position and salary. Administrators employed on one-year contracts and who are notified of renewal, will receive a written contract on or by April 15 and will have fifteen (15) days to accept the contract.

Personnel Assignments and Transfer
Certificated Staff Duties, Schedule and Work Hours

Normal Working Day
Members of the teaching staff are required to be on duty fifteen (15) minutes before the beginning and fifteen (15) minutes after the close of the students' day.

It is recognized that professional duties and responsibilities extend beyond the student contact hours to include time for such activities as additional planning and evaluating, meetings, professional growth, parent conferences, sponsoring activities and participation in Open House and PTO meetings, if needed. These professional tasks will be equitably shared so that no staff member is given undue burdens.

Snow/Emergency Days
In the event that schools are closed due to snow or inclement weather, teachers are not expected to report for work.

Duty Free Lunch
Efforts will be made to provide an uninterrupted duty-free lunch period of at least twenty-five (25) minutes daily. When temporary, unanticipated emergency situations arise, teachers may not receive the full twenty-five (25) minutes.

The scheduling of lunch periods shall be determined by the building administrator or supervisor. Staff members may leave the school building during such periods; however, clearance must be made through the building principal/designee and a prompt return to assigned duties is mandatory.

Faculty Handbook
The teaching staff shall be responsible for knowing the procedures outlined in the faculty handbook and shall follow the schedules and procedures established by the building principals.
Teachers shall be responsible for all property and students assigned to them. All sponsorships shall be assigned by the principals and approved by the Superintendent.

Supervision
Principals shall assign sufficient numbers of teachers to adequately supervise students on playgrounds, halls, and the lunchrooms. All recesses and outdoor activities shall be supervised by teachers. All students shall be supervised during the school day, at school activities and functions, and on school sponsored trips.

Principals shall instruct students and staff under their supervision regarding the course of action to be followed in the event of fire, storm, or other emergency situations.

Lesson Plans
Lesson plans shall be prepared as per instructions of the building principal. Adequate written plans are expected for a substitute by the regular teacher in the case of an absence.

Authorization Forms

All authorization forms shall be signed by the building level administrator before being forwarded to the proper location or person for execution or transaction. This includes:

A. Requisitions for supplies, materials, and equipment
B. Absences and/or Leave Forms
C. Substitute Teacher, Teacher Aide, or Homebound Instruction Forms
D. Supplemental Pay Forms (Any compensation other than regular salary)
E. Reimbursement Forms for travel or other district expenses incurred
F. Maintenance/Repairs Request Form
G. Building Level Inventories

Teacher and Staff expectations in regards to Student Discipline

Teachers and staff are not to use physical contact with a student relative to disciplinary measures for the student. (Exceptions would be included in the students' IEP or other authorizations such as policies relative to corporal punishment)

Employees are not to strike, hit, poke, slap, jab, or jerk students' in the process of disciplinary action. In regards to the safety and welfare of other students/staff, a student exhibiting violent behavior may have to have some acceptable restraining measures used for the students' own protection as well as others in their immediate surroundings. In such case, notify the immediate supervisor and request assistance immediately.

Job Description Handbook

The Districts' Job Description Handbook identifies the qualifications, who to report to, the job goal, and the performance responsibilities for employees in the school district.

Personnel Assignments and Transfer

Support Staff Duties, Schedules and Working Hours

The working hours for support staff will be set by the Board of Education based on classification and responsibilities.

Personnel shall not be permitted to trade lunch or break time in order to depart early.

Overtime/Compensatory Time

Individuals who begin work earlier or work later than their assigned hours must receive prior authorization from their immediate supervisor.

Individuals who work more than forty (40) hours during any workweek will be awarded compensatory time off ("comp time") or paid overtime. Comp-time or overtime pay will be awarded at the rate of one and one-half (1½) hours for each hour of overtime worked.

1. Comp time may be accrued up to 120 hours (80 overtime hours). Overtime work beyond this maximum accrual will be monetarily compensated at the rate of one and one-half (1½) times the individual's normal hourly rate of pay.

2. Every effort will be made to permit the use of comp time at the earliest time mutually agreed upon by the individual and his/her supervisor. However, where the individual's absence would unduly disrupt the District's operations, the District retains the right to postpone comp time usage.

3. Individuals who accrue comp time from July 1-December 31 but do not use the time will be paid any unused comp time as of December 31. Individuals who accrue comp time from January 1-June 30 but do not use the time will be paid any unused comp time as of June 30. Individuals with unused comp time who are terminated or who terminate their employment will be paid for unused comp time at their final hourly rate of pay.

In the event a supervisor wishes to arrange mutually agreeable exchange of a workday, i.e., a weekend, or work on a holiday period day, such an arrangement must be reported to the Superintendent/designee stating:

1. Dates involved
2. Reason
3. Exchange date(s) for compensatory time

Such exchanges are to be done at the earliest time possible, preferably by the next week, and are to be recorded appropriately on the attendance report.

Compensatory time or overtime pay is not authorized unless approved in advance (except for emergency situations) by the Superintendent/designee upon recommendation of the employee's immediate supervisor. Employees who violate the overtime provision will be subject to disciplinary action.

Emergency Closing Days

In the event the schools, or at times a school, are closed due to snow, inclement weather, or for any other emergency reason, designated employees will report to work as per the established District procedure.

Exempt/Nonexempt Status

Professional employees, i.e., teachers, administrators, nurses and accountants, are exempt from overtime provisions. Other District employees may be exempt based upon their academic preparation, job duties and compensation sometimes referred to as Management or Executive positions. In order to be considered exempt by the District, an individual must be paid at $43,888 per year. This minimum salary will be increased to $58,656. In addition to being paid a salary at or exceeding the compensation noted above, there are additional requirements for payment of salary. Exempt employees' compensation will not be reduced for sick days, vacation days, part-time days, etc. Finally, the District's exempt duties must primarily involve management and upper-level executive duties. The District maintains job descriptions, setting out the duties of exempt and non-exempt employees.

Minimum Wage

On August 28, 2025, the minimum wage for nonexempt employees will be $13.15 per hour. Beginning January 1, 2026, the minimum wage for nonexempt employees will be $15.00 per hour.

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Absences, Leave and Vacation
Personnel Leave

Paid Leave

Certificated staff will have leave days available at the rate of one day per contracted month worked cumulative to ninety (90) days. Full time support employees have leave days available at the rate of one day per month worked cumulative to ninety (90) days.

Leave is per full contracted month worked. Leave does not accumulate while an employee is on leave of absence. Unused leave may be accumulated to a maximum of (90) ninety days. The district will compensate the employee for days accumulated over (90) ninety and for unused days when the employee terminates employment with the district. The amount to be paid for non-certificated with less than 20 years experience is $25.00 per day. The amount to be paid for non-certificated with 20 or more years experience is $40.00 per day. The amount to be paid for certificated staff is $40.00 per day.

Bus drivers, who are employed as parttime employees only, but who drive regular routes for the district, may use four (4) leave days per year. Leave must be approved by the Superintendent/ designee. The days are non-cumulative and there is no compensation for unused days.

Leave for Jury Duty

Employees called for jury duty, for participation in the jury selection process, or subpoenaed to testify in a civil or criminal proceeding will be granted leave with pay. Employees will receive their normal pay less any jury or witness fees received. Employees called for jury selection or service on a jury will not be requested or required to use annual vacation, personal leave, or sick leave for time required in such civic service.

Military Leave

An employee who is a member of the National Guard, or an organized military service of the United States, and who is required by laws of the United States or the State of Missouri to report for military duty, including training, shall be eligible for a grant of military leave. Application for military leave shall be made in advance, as soon as practicable after the employee becomes aware of his/her obligation to report and immediately the employee's receipt of official notice to report. A copy of the official orders must be added to the leave application. The Superintendent must approve the application. Emergency mobilization orders shall be dealt with on an individual basis.

The District recognizes that employees who receive notice to report for duty typically are not provided with discretion as to when to report. However, whenever an employee has a choice as to when to report for military duty, the employee's military leave shall be arranged during periods in which school is not in session. When the employee is given a choice as to when to report for duty, the Superintendent may request that the employee seek a change in military orders if such a change appears to be in the best interest of the District.

Employees shall receive a leave with pay for the first fifteen (15) calendar days of military leave in each federal fiscal year. Additional military leave shall be without pay, except as required by federal and state law. The employee's district salary during periods in which the employee is entitled to leave with pay shall be reduced by a figure equivalent to the gross salary received from the State of Missouri or the Federal government for the same period. No employee shall be paid under this provision an amount in excess of the total salary the employee would have received while fulfilling the employee's regular assignment with the District.

Employees shall receive leave with pay for the first fifteen (15) calendar days of military leave in each federal fiscal year. Additional military leave shall be without pay, except as required by federal and state law.

Each employee shall furnish a copy of the employee's military payroll voucher to the Superintendent within thirty (30) days of the employee's return to regular assignment so that the necessary salary adjustments can be made.

Employee eligibility for reinstatement after military duty is completed shall be determined in accordance with federal and state laws.

Leave of Absence

Upon the recommendation of the Superintendent and the approval of the Board of Education, a teacher of the District may be granted a leave of absence for Non-Family and Medical Leave Act (FMLA) child care, education, or other good cause. Application for leave is to be made in writing to the Superintendent of Schools via Principal and must include the period for which the leave is requested and the reasons for the request. The period should be set to least disrupt the education of students. Requests for leave for an entire school year should normally be made in writing before March 1 of the preceding year.

If the leave is approved by the Board of Education, the teacher is not paid for the period of the leave. Medical, dental, and life insurance benefits may be continued by the teacher by making all payments to the Payroll Office, one month in advance.

Whenever a leave of absence has been granted by the Board to the end of the school year, the teacher must notify the Superintendent in writing by the first day of March of an intention to resume his/her position at the beginning of the next scholastic year. Failure to notify the Superintendent of such intention will be regarded as a resignation.

Upon completion of an approved leave, provided proper notification is given, the teacher will be re-employed by the District unless placed on involuntary leave of absence if tenured; or, if notified of non-renewal of contract by April 15 if a probationary teacher.

If desired, and whenever feasible, the teacher will be placed on the same or equivalent position to the one held prior to the approved leave.

Conditions relative to the leave of absence:

1. Leave of absence without pay under the provisions of this regulation does not apply as service towards tenure for probationary teachers.

2. The teacher will be placed on the salary schedule at the same position excluding the year leave of absence.

3. No days will accumulate while on a leave of absence.

Donated Days

Employees may donate leave days to other employees who have expended their leave due to a medical hardship in their immediate family. (Employee, spouse, or children)

No employee is obligated to participate in the donation of leave to other employees. There is no **leave** pool whereby employees must donate days. The process is voluntary.

Procedures and guidelines for donating leave days to other employees:

1. A School Employee Report of Absence Form must be completed by the donating employee, signed by the building level administrator, and forwarded to the central office for approval by the superintendent/designee.

2. The form must indicate how many days are being donated and to whom the days are to be credited.

3. No employee shall be allowed to donate days to another employee whereby the process may jeopardize their own circumstances in such a way the donor would be short of days at the end of the school year. For employees who do not have a large amount of days accumulated over past years it would be best for the decision to be made near the end of the school year to prevent such circumstances.

4. Under no circumstances may an employee donate days on the projection of accumulated days. The leave days must have already been accumulated by the donor in order to be donated.

Absences, Leave and Vacation
Family and Medical Leave

A. ELIGIBLE EMPLOYEES

Employees eligible for family and medical leave must:

1. Have been employed for a total of at least twelve (12) months (not necessarily consecutive); and

1. Have worked at least 1,250 hours during the twelve (12) months immediately preceding the commencement of the leave (for non-instructional staff and part-time instructional staff), or have been considered full-time (for instructional employees); and

2. Be employed at a work-site where the employer employs at least fifty (50) employees within a 75-mile radius.

B. QUALIFYING REASONS FOR LEAVE

An eligible employee may take **unpaid leave** for the following reasons:

1. The birth of the employee's child (leave must be concluded within one (1) year of the date of birth).

1. The placement of a child with the employee for adoption, or foster care when foster placement is pursuant to State action (leave must be concluded within one year of the date of placement).

2. The care of the employee's child (including biological, adopted, or foster child, stepchild, legal ward, or child of a person standing in *loco parentis,* who is either under age 18, or age18 or older and is incapable of self care because of mental or physical disability), spouse or parent (including a person who stood *in loco parentis* to the employee when the employee was child--but not parent "in-law"), who has a serious health condition.

3. The serious health condition of the employee that makes the employee unable to perform the essential functions of the employee's position.

4. Any qualifying exigency arising out of the fact the employee's spouse, son, daughter, or parent is a covered military member on active duty (or has been notified of an impending call or order to active duty) in support of a contingency operation.

5. The care for a covered service member with a serious injury or illness, if the employee is the spouse, son, daughter, parent, or next of kin of the service member.

C. DEFINITIONS

1. Serious Health Condition – An illness, injury, impairment, or physical or mental condition that involves the following:

   a. **Inpatient care** (overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care.

   b. **Continuing treatment:** Continuing treatment by a health care provider, including the following:

      i. *Incapacity and Treatment:* A period of incapacity of more than three consecutive calendar days and any subsequent treatment or period of incapacity relating to the same condition that also involves.

         1. Treatment two or more times, within 30 days of the first day of incapacity, by a health care provider, by a nurse or physician's assistant under direct supervision of a health care provider, or by a provider of health care services under order of, or on referral by, a health care provider; or

         2. Treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of a health care provider. The in-person treatment visit must take place within seven days of the first day of incapacity.

      ii. *Pregnancy or Prenatal Care:* Any period of incapacity due to pregnancy, or for prenatal care (even if the absence does not last more than three days and the employee or family member does not receive treatment from a health care provider during the absence);

      iii. *Chronic Conditions:* Any period of incapacity or treatment for such incapacity due to a chronic serious health condition (even if the absence does not last more than three days and the employee or family member does not receive treatment from a health care provider during the absence). A chronic serious health condition is one which:

         1. Requires periodic visits for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider;

         2. Continues over an extended period of time (including recurring episodes of a single underlying condition);

3. May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.).

iv. *Permanent or Long-Term Conditions:* A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider. Examples include Alzheimer's, a severe stroke, or the terminal stages of a disease.

v. *Multiple Treatments:* Any period of absence to receive multiple treatments (including any period of recovery there from) by a health care provider or by a provider of health cares services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment, such as cancer chemotherapy, radiation, etc.), severe arthritis (physical therapy), kidney disease (dialysis).

c. **Exceptions:** Unless complications develop, a Serious Health Condition **does not** include cosmetic treatments, such as most treatments for acne or plastic surgery, the common cold, the flu, ear aches, upset stomach, minor ulcers, headaches other than migraine, routine dental or orthodontia problems, periodontal disease, etc. Treatment for substance abuse by a health care provider or on referral by a health care provider may be a serious health condition if the conditions of this policy are met. Absence due to use of the substance, rather than for treatment, does not qualify for FMLA leave.

2. Treatment - examinations to determine if a serious health conditions exists and evaluations of the condition. "Treatment" does not include routine physical, eye, or dental examinations.

3. Health Care Provider – includes doctors of medicine or osteopathy, podiatrists, dentists, clinical psychologists, optometrists, chiropractors (for limited purposes), nurse practitioners, nurse-midwives, clinical social workers, so long as they are licensed (if required by state law) and are performing within the scope of their practice as defined under state law; Christian Science practitioners listed with the First church of Christ, Scientist, Boston, Massachusetts; any health care provider from whom an employer or a group health plan's benefit manager will accept certification to substantiate a claim for benefits; a health care provider as defined above who practices in a country other than the United States and is licensed in accordance with the laws of that country.

4. Regimen of continuing treatment – A course of prescription medication or therapy requiring special equipment to resolve or alleviate the health condition. A "regimen of continuing

treatment" that includes the taking of over-the-counter medications such as

aspirins, antihistamines, or salves, or bed rest, drinking fluids, exercise, and other similar activities that can he initiated without a visit to a health care provider, is not, by itself, sufficient to constitute a regimen of continuing treatment for purposes of FMLA leave.

5. Qualifying Exigency – One of the following activities or conditions, occurring while the employee's spouse, son, daughter, or parent is on active duty or call to active duty status in the National Guard or Reserves:

    a. Short-notice deployment – notice is received seven days or less from date of deployment;
    b. Military events and related activities;
    c. Childcare and school activities – arranging for alternatives or changed circumstances;
    d. Financial and legal arrangements;
    e. Counseling;
    f. Rest and recuperation – during period of deployment;
    g. Post-deployment activities; and
    h. Additional activities agreed upon by the employer and employee.

6. Covered Servicemembers – Any current member of the Armed Forces, including the National Guard or Reserves.

7. Instructional employee – A person employed principally in an instructional capacity, whose principal function is to teach and instruct students in a class, a small group or an individual setting, and includes athletic coaches, driving instructors, and special education assistants such as signers for the hearing impaired. The term does not include teacher assistants or aids who do not have as their principal function actual teaching or instructing, or auxiliary personnel such as counselors, psychologists, curriculum specialists, cafeteria workers, maintenance workers, bus drivers, or other primarily noninstructional employees.

D. LENGTH OF LEAVE

1. General Rule: An eligible employee is entitled to up to twelve (12) workweeks* of unpaid leave within a twelve-month period without loss of seniority or benefits. When both spouses in a family work for the District, they will be entitled to a total of twelve (12) weeks of unpaid leave (rather than weeks each) for the birth, adoption, or foster placement of a child, or to care for a parent with a serious health condition.

- The amount of leave available to an employee at any given time will be calculated by using a "rolling" 12 month period measured backward from the date an employee uses any FMLA leave.

- All leave taken under the policy and leave for any other reason that would qualify under

FMLA (e.g., worker's compensation leave that qualifies as a serious health condition), will be counted against the employee's leave entitlement under FMLA.

- When an employee is not required to report for work for one or more weeks (e.g., instructional employees who do not report for work during Christmas/New Year holiday, or during the summer) such days do not count against the employee's FMLA leave.

1. Care of Covered Servicemembers Leave: An eligible employee is entitled to 26 workweeks of leave to care for a covered servicemember with a serious injury or illness during a single twelve-month period, which begins on the first day the eligible employee requests this type of FMLA leave. The employee may take leave to care for a covered servicemember and leave for one of the other FMLA-qualifying reasons; however, in no event may an employee take more than 26 weeks of leave in a single twelve-month period.

3. **Instructional Employees—End of Term Exceptions**

a. If an instructional employee seeks leave for any purpose, including the employee's own serious health condition, of at least three (3) weeks in duration and the requested leave would begin more than five (5) weeks prior to the end of the academic term (school semester), the District may require the employee to continue taking leave until the end of the school term, if the instructional staff member's return to employment would otherwise occur during the three (3) week period before the end of such term.

b. If the instructional employee seeks leave for any purpose other than the employee's own serious health condition, less than five (5) weeks prior to the end of the academic term, the District may require the staff member to continue taking leave to the end of the term, if the leave is greater than two (2) weeks in duration and the return to employment would occur within two (2) weeks prior to the end of the term.

c. If the instructional employee takes leave for any purpose other than the employee's own serious health condition, within three (3) weeks prior to the end of the term, and duration of the leave is greater than five (5) days, the District may require the staff member to continue the leave until the end of the term.

- When an employee is required to take leave until the end of an academic term, only the period of leave until the employee is ready and able to return to work shall be charged against the employee's FMLA leave entitlement.

E. COORDINATION WITH EXISTING LEAVE POLICIES

During a leave related to the employee's serious health condition, the employee shall exhaust all available paid sick leave, personal leave or vacation before continuing such leave on an

unpaid basis.

During a family or medical leave provided under this regulation for all other FMLA-qualifying leave, an employee shall first exhaust all unused vacation or personal days before continuing such leave on an unpaid basis.

At the conclusion of any FMLA leave, an employee may elect to extend leave pursuant to the provision of other Board policies and regulations governing extended leave, so long as the employee is eligible for extended leave under such other policy or regulation. The amount of time taken for FMLA leave will be deducted from the period of leave available under other extended leave policies. Once the FMLA portion of the employee's leave has ended, and the employee has elected to continue on leave pursuant to another Board policy or regulation, the remaining portion of the leave will be governed by the provisions of the other policy or regulation with respect to compensation, benefits, reinstatement, and all other terms and conditions of employment as set forth in the other policy or regulation.

F. CERTIFICATION

The District shall retain the right to request a certification of the FMLA-qualifying need for leave from any employee making such a request. The procedure for providing such certification shall be as follows:

1. Serious Health Condition - When an employee requests a leave of absence for a FMLA-qualifying reason, the employee must submit to the Superintendent/designee, a written medical certification form (available in the Superintendent/designee's office). When the leave is for the employee's own serious health condition and District provides a list of the employee's essential job functions, the employee's health care provided must certify the employee is unable to perform an essential function of the employee's job.

a. **Timing** – Upon receipt from the District, an employee has fifteen calendar days to return a complete and sufficient certification of the serious health condition. If the certification is incomplete or insufficient, as determined by the Superintendent/designee, the District shall state in writing the nature of the deficiency and grant the employee seven additional calendar days to provide the District with a complete and sufficient certification. Failure to provide such certification within the specified time period may result in denial or delay of leave.

b. **Who May Contact Health Care Provider** – In the event the District determines an employee's certification remains either incomplete or insufficient, after the employee has been

notified of any deficiencies and been granted time to correct such deficiencies, the following individuals will be authorized to contact the employee's health care provider:

i. The District's own health care provider;

ii. Human resources professional;

iii. Leave administrator; or

iv. Administration official.

Under no circumstances will the employee's direct supervisor be permitted to contact the employee's health care provider to certify the employee's health condition. Should an employee deny the District the ability to communicate with the health care provider regarding an incomplete or insufficient certification, the employee will be denied FMLA leave.

c. **Second/Third Opinioin -** The District reserves the right to require an employee receive a second (and possibly a third) opinion from another health care provider (at the District's expense) certifying the serious health condition of the employee or family member.

d. **Fitness for Duty –** Before returning to work, an employee who is on leave for the employee's own serious health condition, must submit to the Superintendent/designee a health care provider's written certification form that the employee is able to perform the essential functions of the employee's job. The process for verifying the employee's fitness to return to duty shall be the same as for the initial certification set out above. Failure to provide a complete and sufficient fitness for duty certification may result in the delay or denial of job restoration.

e. **Recertification –** During the employee's leave, the District may periodically seek a recertification, no less than once every thirty days, unless the duration of the leave is known to be longer, in which case the District will not seek recertification until the end of the known duration of FMLA leave. The general rule has three exceptions, which permit the District to immediately seek a recertification from the employee. These exceptions include the following: 1) the employee requests a leave extension; 2) the circumstances necessitating leave change; or 3) the District received information disputing the validity of an earlier certification.

f. **Intent to Return to Work –** The District may require an employee to periodically report on the employee's intent to return to work.

g. **Family Relationship –** Employees requesting FMLA-qualifying leave related to a family member may be requested to provide reasonable documentation of the family relationship.

2. Qualifying Exigency – The District may require an employee to provide it with a copy of the covered military member's active duty orders in support of a contingency operation, prior to permitting FMLA leave for a qualifying exigency. The District may also require the employee to certify, with reference to appropriate facts, that the reason for taking FMLA leave is permissible

as it is one of the eight enumerated basis for taking qualifying exigency leave, as stated above. The
process for any such certification shall adhere to the procedure outlined for serious health conditions, listed above.

3. Care for Covered Servicemembers – The District may require certification completed by the covered servicemember's health care provider prior to permitting an employee to use FMLA for the care of a covered servicemember. In addition to certifying the authenticity of the covered servicemember's serious injury or illness, any certification must also identify the injury or illness as
ccurring in the line of
duty while on active duty. The process for any such certification shall adhere to the procedure outlined for serious health conditions, listed above.

4. Possibility of Waiver of Certification – The District, at its sole discretion, may waive the certification requirements set forth in this Regulation, as the circumstances of each FMLA-leave request may permit. Under no circumstances shall the District's exercise of its discretion be interpreted or construed as a permanent waiver of the certification requirements, but such requirements shall remain in full force and effect unless and until the District specifically modifies or eliminates this Regulation.

G. INTERMITTENT OR REDUCED LEAVE

1. Birth or Placement - Leave taken under this policy for the birth of a child, the placement of a child for adoption or foster care, or to care for such child may be taken on an intermittent or reduced work schedule only with the approval of the Board of Education.

2. Non-Instructional Employees – FMLA leave, other than birth or placement of a child, may be taken on an intermittent or reduced-schedule basis when medically necessary. If an employee seeks leave on an intermittent or reduced-schedule basis, the employee must submit medical certification, as discussed above, and additional certification from a health care provider, that the intermittent or reduced-schedule leave is medically necessary.

- The District may require an employee taking intermittent or reduced-schedule leave to transfer temporarily to an alternative available position for which the employee is qualified or may modify the employee's current position to better accommodate the employee's recurring periods of leave.

- Whenever the need for the FMLA leave is reasonably foreseeable, employee must make a reasonable effort to schedule the treatment so that it is not unduly disruptive to District operations.

3. Instructional Employees – Leave taken because of the employee or family member's serious health condition may be taken on an intermittent or reduced-schedule basis when medically

necessary. If an employee seeks leave on an intermittent or reduced-schedule basis, the employee must submit medical certification, as discussed above, and additional certification from a health care provider that the intermittent or reduced-schedule leave is medically necessary.

If an instructional employee requests intermittent leave to care for a family member or the employee's own serious health condition that is foreseeable based on planned medical treatment, and the employee would be on leave for more than twenty (20) percent of the total number of working days over the period of the leave, the District may require the employee to:

1. Take leave for a period or periods of a particular duration, not greater than the duration of the planned treatment; or

1. Transfer temporarily to an available position for which the employee is qualified, which has equivalent pay and benefits and which better accommodates recurring periods of leave than does the employee's regular position.

The employee must make a reasonable effort to schedule the treatment so that it is not unduly disruptive to District operations.

H. INSURANCE PREMIUMS

During an employee's family or medical leave of absence, the District will continue to provide health (optional) and life insurance coverage for employees who are eligible for insurance benefits. Voluntary deductions (Employee contributions) for (dependent) insurance for health/life/dental (and employee disability and/or supplemental life insurance) must be paid in full each month and received by the twenty-fifth (35^{th}) day of the month. Payments are to be submitted to the district payroll and insurance clerk. Failure to make payments in a timely manner while on FMLA leave may result in the loss of any and all insurance coverage provided by the District to its employees. Employees should contact the District administrator responsible for coordinating insurance benefits regarding specific arrangements for making the required payments.

I. JOB RESTORATION

Upon return from FMLA-qualifying leave in accordance with this Regulation, the employee will be returned to the same or an equivalent position with no loss in benefits that accrued prior to the

leave of absence. An employee who does not return to work at the end of an authorized leave may be subject to termination.

If an employee fails to return to work after the termination of the leave period, the District may recover health insurance premiums paid under the group plan during the leave period, except in certain circumstances (e.g., continuing serious health condition of employee or family member needing care, or other circumstances beyond control of employee). The District may recover any

other insurance premiums (e.g., premiums for supplemental life insurance or for dependent coverage), submitted on behalf of the employee, for which the District has not been reimbursed, either upon the employee's return to work or the employee's failure to return after unpaid family or medical leave has ended.

J. NOTIFICATION

1. District Notification Procedure – The District shall provide its employees with notice of their rights and responsibilities under the FMLA through use of the following Notices:

a. **General Notice** – A poster summarizing the FMLA entitlements shall be placed in an area accessible for employees and shall also be provided to each employee in the employee handbook.

b. **Eligibility Notice** – This Notice shall state whether the employee qualifies to take FMLA leave.

c. **Rights and Responsibilities Notice** – This Notice, issued in conjunction with the Eligibility Notice, will specify if a certification will be required from the employee, identify if paid leave will run together with the FMLA leave, address the procedure for making health insurance payments, the consequences of failing to make timely payments, and the employee's liability for repayment of health insurance premiums if the employee fails to return to work at the expiration of their FMLA leave. Finally, this Notice will explain the employee's right to return to the same or an equivalent job at the expiration of their FMLA leave. Both the Eligibility and Rights and Responsibilities Notices will be provided to all employees within five business days of when the District becomes aware of a potential FMLA situation.

d. **Designation Notice** – Within five business days of the District's receipt of sufficient information from the employee to make a determination, the District shall provide the employee with the Designation Notice, which shall inform the employee if the leave shall be designated as FMLA leave. This Notice will designate the amount of leave counted against the employee's entitlement, specify if the FMLA leave will run concurrently with any accrued paid leave, and notify the employee if a fitness-for-duty exam will be required prior to returning to work.

2. Employee Notification Requirements – Absent unusual circumstances, all employees seeking FMLA leave must follow the District's customary call-in procedure for reporting absences. An employee who can reasonably foresee the need to take FMLA leave is required to notify the District of the date of commencement and the expected duration of the leave at least thirty days in advance of the leave, or if the need for the leave is not foreseeable, as soon as practicable. When the need for leave is foreseeable, an employee's failure to provide thirty days notice prior to taking leave may result in denial or delay of leave. An employee requesting leave under this policy should submit a completed application for leave form (forms available in the administrative offices) to the Superintendent/designee. An employee's failure to follow the District's call-in procedure is grounds for the delay or denial of the employee's FMLA leave request.

K. ADDITIONAL FMLA INFORMATION

The foregoing regulation represents compliance with provisions of the Family and Medical Leave Act of 1993 and its revised regulations. Any employee desiring additional information or explanation of the rules and regulations of the Act, should review the District's General Notice Poster or arrange a conference with the Superintendent/designee.

Absences, Leave and Vacation
Holidays and Vacation
12 Month Employees

All 12 month employees (on work agreements) are provided 10 days of paid vacation time per contract period. Vacation days will be credited on July 1, providing that the employee has completed one full contract the previous year.

Any 12 month employee contracted after July 1 will receive prorated vacation days July 1 of the next year.

On June 30, 12 month employees will lose any vacation days not used.

Employees who terminate employment with the district will be compensated for the vacation days unused at the time of their termination.

All 12 month employees are required to schedule vacation time in advance in writing with the approval of the superintendent.

Absences, Leave and Vacation
Holidays and Vacation

Vacation periods are designed to provide twelve (12) month employees with time off from the place of employment. Although it is not necessary to take all vacation time at once, the intent of a vacation is not to become a supplement to personal days or sick days. Vacations should be taken in multiple days per request. Vacation time needs to fit into the scheme of the school setting and operations so it does not inflict undue hardship upon the district when the employee is not present. Vacations shall be scheduled in compliance with the Superintendent's guidelines and are subject to Superintendent approval.

Each twelve-month employee shall be provided with vacation time with pay in addition to the paid holidays listed in Board Policy.

All employees who are employed on a twelve (12) month contract shall receive vacation time as stated in their individual contracts. The contract will usually stipulate the amount of vacation time allocated during the time of the contract.

All employees who are employed on a work agreement who are working on a twelve-month basis shall receive two weeks vacation time with pay per year. The Employee shall have worked one full year with the District before receiving a paid vacation.

After the completion of one (1) year of work service with the District the employee shall be entitled to two (2) weeks vacation with pay. The vacation shall be taken during the succeeding year or paid at the conclusion of that specific work agreement if the employee is terminating with the District. Vacation time may not be accumulated and used in future years. Vacations will be prorated for partial years of service after the initial first year of completed work service where the employee has earned partial years and is terminating with the District.

Vacation periods are scheduled through the superintendent for approval. Employees may opt to use vacation time during lengthy holiday periods or periods when school is not in session, when the employees' services are not in demand during such time period, and upon approval of the superintendent.

Professional Activities, Training and Professional Growth

Professional Development Program

The District supports professional development of its certified staff through the maintenance of a professional development committee as well as assistance programs for new teachers and resource programs for experienced teachers.

Professional Development Committee

The purpose of the committee is to identify instructional concerns and remedies; assist beginning teachers with the implementation of their professional development plan; serve as consultant at a personal teacher's request; arrange training programs for mentors; assess faculty needs; develop in-service opportunities for school staff; and provide District administration with suggestions, ideas and recommendations concerning instruction.

Committee Composition

Eligibility to serve on the committee will be restricted to certified employees with a minimum of five years of teaching and /or administrative experience. Members selected will serve for a staggered three (3) year term with one of the committee selected each of three years. New members will be selected by classroom teachers, librarians and counselors. New members will be selected on or by April 30 of the year preceding the member's term. Teaching will be completed by June 30 and membership will commence on July 1 of the new school year. Efforts will be made to insure that each attendance center is represented on the committee and that a cross-section of grade levels and disciplines are represented. Administrators may be selected to serve on the committee but will not participate in the selection process.

New Teacher Assistance Program

Each inexperienced teacher employed by the District will be assigned a mentor by the building principal. Mentors will be required to possess at least five (5) years of teaching experience and have received or be willing to complete mentor training. Mentors will work closely with their assigned new teachers during the teachers' first two (2) years upon request or at the direction of the building principal during the mentoring period.

New teachers, with the assistance of their mentors, will prepare professional development plans. The plans will be consistent with the evaluation criteria and will establish plans of development for the teachers' first two (2) years of teaching.

Local Business Externships for Professional Development

Local business externship means an experience in which a teacher supervised by the District gains practical experience in a business, located within the District, through observations and interactions with employers and employees who are working on issues related to subjects taught by the teacher. Any hours spent in a local business externship will count as contact hours for professional development.

Local Business Externships for Credit

Teacher externships are practical experiences in which a teacher, supervised by the District, gains experience at a business located in Missouri through observation and interaction with employers and employees. Requirements for teacher externships to be considered the equivalent to graduate level credit hours for salary schedule purposes will be developed by the Department of Economic Development and Department of Elementary and Secondary Education by July 1, 2020. Teachers who satisfied their state graduate credit equivalences will receive appropriate credit on the District's salary schedule.

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PERSONNEL **Regulation 4420**

Professional Activities, Training and Professional Growth Conferences and Travel

In order to conservatively use funds and to provide an equal opportunity for staff to attend conferences, the following guidelines are established with respect to requests to be away from assigned duties in order to attend workshops and conferences:

1. Requests will be submitted in sufficient time (via their principals or supervisors to the Superintendent or Curriculum / Instruction Director) to be received fourteen (14) days prior to workshop or conference. Further, requests being made for extended time away from assigned duties must be submitted in sufficient time for Board approval prior to the date of the conference workshop.

2. The District will only pay membership registration fees, with non-members being reimburse only for member fees.

3. Normally, no more than two persons from each school will attend conferences, depending upon available funding.

4. For major conferences held locally (reading, math, curriculum and instruction, etc.), normally no more than two (2) days of release time should be approved in order to permit attendance by as many teachers as possible.

5. The equitable allocation of travel funds to schools and offices will be the joint responsibility of the PDC Coordinator and the Executive Director of Business and Finance.

6. Conference requests need to have an invitation or pamphlet attached for verification of activity and a brief rationale for the request.

7. Conference attendees will not be paid unless a "report of conference" and verification of expenses are submitted.

8. Request to attend professional conferences in order to sell items or man booths for professional organizations will not be approved.

9. Employees must state on application whether or not the sponsoring organization is paying the conference attendee any "honorarium" or travel expenses. Employee receiving an honorarium must use a vacation or personal leave day. Otherwise, the honorarium must be remitted to the District.

Action -- All administrators who process conference and workshop requests shall inform their personnel of these guidelines prior to making any recommendation and forwarding the request.

Compensation

Career Ladder

The District's Career Ladder Plan recognizes and compensates teachers for performance of additional responsibilities and volunteer efforts as part of a staff members' admission to and accomplishment of their individual plans. Such additional responsibilities and volunteer efforts may occur outside of the duties that require a teaching certificate and may include but not be limited to:

1. Serving as coach, supervisor or organizer for extracurricular activities for which the individual is not presently compensated.
2. Serving as a mentor for students or teachers.
3. Receiving additional teacher training or certification outside of programs offered by the District.
4. Serving as a tutor or providing additional learning opportunities to students.
5. Assisting students with postsecondary education preparation including, but not limited to, teaching an ACT or SAT preparation course or in assisting students with completing college or career school admissions or financial assistance applications.
6. Teacher externships.

State funding, when available, is distributed on a matching basis with state funding 60% of career ladder stipend and the District funding 40%. The District's plan is consistent with guidance issued by DESE.

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Compensation
Group Insurance Benefits

The insurance program for all school personnel who are eligible shall be determined by the annual school budget as first approved by the Board of Education.

There may be years in which the amount determined by the Board to be set aside for personnel insurance benefit will not equal the total amount required by the coverage carrier. The employee must pay the difference or elect not to participate in the program.

If the employee elects not to take the Board benefit, the Board is not obligated to reimburse the employee an equal amount of the benefit not taken.

The final date for notification of participation in the health benefit by the employee is the date set by the insurance company.

The Seymour R-II School District makes available group insurance benefits to full-time employees and bus drivers. **Full-time employees are defined as: employees whose regular work assignment includes 24 or more hours per week.**

Bus drivers have the option to participate in the group medical insurance with a board paid **benefit of 50% of the employee only premium selected by the employee**.

Retirees from PEERS or PSRS have the option to participate in the group medical insurance; however, are **not eligible for the board paid benefit or any supplemental insurance offered by the district**.

PERSONNEL SERVICES **Regulation 4710**

Separation

Resignation: Certificated Staff

Certificated employees who for any reason intend to retire or resign at the end of the current school year contract are encouraged to indicate their plans in writing by letter of resignation to the Board as early as possible so that a quality replacement may be obtained.

Resignations to become effective during the school year, and within the contract dates, require a release by the Board and must be considered on an individual basis. Letters of resignation addressed to the board shall be submitted to the Director or Principal, as appropriate and the Superintendent. The letter should state reasons and an effective date for the resignation. The letter must be dated and delivered to the superintendent no later than the date on the letter.

It is the practice of the administration to recommend to the Board those certificated employees who request to resign after June 1 and prior to July 31 be released from their contract when there is "good cause" determined by the Board. After July 1, a certificated employee may petition the Board to recommend a release from his/her contract for extremely unusual reasons. Should the Board decline to recommend a release and the certificated employee leaves the District, the District reserves the right to pursue any and all legal options available.

"Good cause" guidelines and financial penalties for late resignations as are follows:

a. Health: Any request for a release of contract based upon the health of the professional staff member shall require a certificate by a physician that continued employment will be detrimental to the person's health.
b. Transfer of Spouse: If an employee's spouse receives a transfer from the geographical area, the board may grant a release, but the release shall be conditional upon the employment of a duly qualified replacement.
c. Other Reasons: Recognizing that the employee's contract is a legal document which binds both the employee and the Board, the Board's position shall be generally one of disapproval for requests of releases for contract for reasons other than health or transfer of spouse. The Board will at all times hold the welfare of the students paramount during the consideration and deliberation of request for release.
d. Contract Liquidation Costs:
    a. Teachers:
        i. Resignation Letter dated May 1……..$500 (Non Tenured)
        ii. Resignation Letter dated June 1……..$1,000
        iii. Resignation Letter dated July 1……...$1,500

    b. Principals:
        i. Resignation Letter dated April 1…….$750
        ii. Resignation Letter dated May 1……..$1,500
        iii. Resignation Letter dated June 1……..$2,000

c. Superintendent:
    i. Resignation Letter dated March 1…..$1,000
    ii. Resignation Letter dated April 1……$2,000
    iii. Resignation Letter dated May 1…….$2,500

e. A check shall be presented with the resignation letter.
f. A newly contracted employee for the next school year who requests to be released before the contract is completed will have to pay a financial penalty of $1,000.00 to be released from a contract. This is regardless of when a letter of resignation is submitted.

Separation
Termination of Contract: Probationary Teacher

Pursuant to section 168.126.2, RSMo. (Supp. 1992), the Board of Education may choose to non-renew a probationary teacher's contract for the coming school year or may choose to terminate a probationary teacher's employment during the term of a contract in accordance with the following procedures:

Non-Renewal

1. On or before the 15th day of April in each school year, the Board of Education will notify in writing each probationary teacher whose contract will be non-renewed for the next school year.

2. A probationary teacher is not entitled to a warning, a probationary period, notice of charges, nor a hearing prior to the Board's decision to non-renew the contract of a probationary teacher.

3. A probationary teacher whose contract is non-renewed may request a concise statement of the reasons for the Board's decision.

4. The District will issue a notice to the teacher if the reason for nonrenewal is due to a decrease in pupil enrollment, District reorganization or the financial condition of the District.

Termination of Employment During the Term of a Contract

1. If, in the opinion of the Board of Education, a probationary teacher is performing his/her professional duties in an incompetent or insubordinate manner, the Board of Education /Administration will provide the teacher with a written statement setting out the deficiencies in the probationary teacher's performance and will provide the teacher with a ninety (90) day probationary period within which to resolve the deficiencies.

2. If improvement, satisfactory to the Board of Education, has not been made during the 90-day probationary period, the Board of Education may terminate the employment of a probationary teacher.

3. The Board of Education may also terminate a probationary teacher's contract during the term of a contract for statutory causes as listed in Policy 4730.

Separation

Termination of Contract: Permanent Teacher

Pursuant to state statute, the Board of Education may terminate the contract of a permanent teacher at anytime during the teacher's employment in accordance with the following procedures:

Termination for Incompetency, Insubordination and Inefficiency

1. Permanent teachers considered for possible termination for incompetency, insubordination, and inefficiency will be provided with a notice of performance deficiencies and an opportunity to resolve the noted deficiencies. The notice of deficiencies will advise the teachers of the specific performance concerns which if not resolved may result in dismissal charges being filed. At the time of notice of deficiency is issued, the District administrator will be appointed to work with the teacher to assist in remediation.

2. The period of remediation will extend for a period of not less than thirty (30) days. In individual cases the period of remediation may be set for a period of tine in excess of thirty (30) days. However, even where the remediation period is set for longer than thirty (30) days, if satisfactory improvement is not made, the remediation period may be terminated at any time after expiration of thirty (30) days. A meeting will be conducted between the teacher and designated administrator at the beginning of the period of remediation. The purpose of this meeting will be to review the notice of deficiency and to discuss the procedures to be utilized during the remediation period.

3. If any of the previously noted deficiencies have not been resolved by the end of the period of remediation, the Board or the Superintendent may authorize issuance of a Statement of Charges and a Notice of Hearing. The Statement of Charges will list the incidences of deficient performance that occurred during the period of remediation. The Notice of Hearing will well advise the teacher of the proposed date of hearing. However, if the teacher does not request a hearing, the Board may note to terminate the teacher's contract without a hearing. If requested by the teacher, a hearing before the Board will be held no sooner than twenty (20) days nor later than thirty (30) days after receipt of the Statement of Charges.

Termination for the Remaining Statutory Causes

1. In cases other than incompetency, insubordination or inefficiency, there will be no notice of deficiencies and no period of remediation. These procedures are not followed due to the gravity of the charges.

2. The dismissal process for cause under this subsection is initiated by a Statement of Charges and a Notice of Hearing. The Statement of Charges will provide the teacher with the alleged acts of misconduct which, if proven, may result in termination. The Notice of Hearing will advise the teacher of the proposed date of hearing. However, if the teacher does not request a hearing, the Board may note to terminate the teacher's contract without a hearing. If requested by the teacher, a hearing will be held no sooner than twenty (20) days nor later than thirty (30) days after receipt of the Statement of charges.

Separation

Termination of Employment: Administrators

Contracts for administrators under this policy and regulation may be nonrenewed for any lawful reason. Administrators will be notified on or by April 15 of the Board's intention to reemploy them in their present positions, another position or to nonrenew their employment. On or by May 15, the Board will provide each returning administrator with a written contract. Administrators will have ten (10) calendar days from receipt of the offered contract to accept or reject the contract. Failure to respond in a timely manner will be considered a rejection of the Board's offer.

Non-Renewal Process

Administrators who have been reemployed by the Board as a District administrator five (5) times or more are entitled to certain due process procedures. Within ten (10) calendar days of receipt of notification of nonrenewal or reassignment, eligible administrators have ten (10) calendar days within which to request in writing a statement of reasons for the Board's action. The Board will respond in writing within ten (10) days of receipt of the administrator's request. The administrator will then have ten (10) calendar days to submit a written request for a Board hearing. The hearing will then be held within ten (10) calendar days of the receipt of the request for a hearing. The purpose of the hearing is to provide the administrator with the opportunity to convince the Board to reconsider their decision.

Administrators who have been reemployed as a District administrator less than five times are entitled only to notice of nonrenewal or reassignment by April 15.

Reduction in Force

Administrators are subject to reduction in their administrative positions at any time. The procedures for such reductions are the same as for probationary teachers. (Refer to Regulation 4740 – Reduction in Force: Certificated Staff.)

Staff Welfare

Collective Bargaining

Definitions

Bargaining Unit - A unit of public employees employed by the District that establishes a clear and identifiable "Community of Interest" among District employees.

Board - The State Board of Mediation established by state law.

Department - The Department of Labor and Industrial Relations established by state law.

Exclusive Bargaining Representative - An organization that has been designated or selected by a majority of the District employees in a bargaining unit as the representative of such employees for purposes of collective bargaining.

Labor Organizations - Any organization , agency or public employee representation committee or plan, in which District employees participate and that exists for the purpose, in whole or in part, of dealing with the District concerning collective bargaining, grievances, labor disputes, wages, rates of pay, hours of employment or conditions of work.

Public Body - For purposes of state law, the District is a public body.

Public Employee - Any person employed by the District.

Supervisory Employee – *S*hall mean any employee with supervisory status, managerial status, confidential status, or any other status that would be a conflict of interest in the event of collective bargaining.

Union Selection

A labor organization may only be authorized by an election conducted by the State Board of Mediation. The District is prohibited by law from voluntarily recognizing any labor organization as a representative of any group of District employees.

An election to determine the status of a union as the collective bargaining representative of any group of District employees will be held when the State Board of Mediation is presented with employees' signed cards showing at least 30% of the proposed bargaining unit indicating they wish to select the labor organization in question as their exclusive bargaining representative for collective bargaining.

If more than 50% of District employees within the proposed bargaining unit vote for union representation then such labor organization will be designated as the employee's collective bargaining representative. The election to determine majority status will be conducted on District premises on a mutually agreeable date by a secret ballot or by mail-in ballot. The election will take place no less than four (4) weeks or no more than eight (8) weeks after the date the Board of Mediation determines the appropriate bargaining agent and resolves all bargaining unit issues.

District Employees have the right to freely express their opinions about whether the organization should be chosen as the exclusive bargaining unit. However, no employee or representative of a labor organization and no representative of the District may attempt to threaten, intimidate, coerce or otherwise restrain eligible voters in the free exercise of their choice to support or oppose to the selection of the labor organization in question as their exclusive bargaining representative.

Elections

Elections will be conducted by a secret ballot utilizing Board of Mediation procedures to ensure the privacy and secrecy of each vote. The ballot will read,

> "Do you wish to select [labor organization] as the exclusive bargaining representative for [bargaining unit] employed within the District"

The ballots will include check boxes for marking "yes" or "no". If more than one labor organization seeks to represent the employees in the bargaining unit and has signed cards in excess of 30%, each union will be listed on the ballot along with the option of "no labor organization."

Once the poll is closed, the Board of Mediation will supervise counting of the ballots. Any labor organization receiving more than 50% of all employees in the bargaining unit will be designated and recognized by the District as the exclusive bargaining representative for all District employees in the bargaining unit.

Supervisory employees will not be included in the bargaining unit that they supervise. Supervisory and non-supervisory employees will not be included in the same bargaining unit. No more than one election in a bargaining unit will take place during a twelve month period.

District employees within the bargaining until shall have the right to seek decertification of the labor or organization as their exclusive bargaining representative at any time by obtaining signed cards by 30% of the employees within the unit stating that they no longer wish to be represented by the labor organization. An election will then be conducted in the same manner as set for certification in the *Election* Section of this Regulation.

Existing Bargaining Units

All labor organizations that have previously been certified shall be recertified during the twelve (12) month period beginning on August 28, 2018. However, any labor organization that has a labor agreement that expires after August 28, 2020 may be recertified at any time prior to, but no later than August 28, 2020. All subsequent recertification elections shall be held every three (3) years. To be recertified, the labor organization must obtain the secret ballot votes of more than 50% of the employees in the unit in a Board supervised election. Failure to recertify in this manner will result in the immediate decertification of the labor organization. In the event of such decertification, all terms and conditions of employment will remain in place until modified or eliminated by the District's Board of Education.

Bargaining

Within eight (8) weeks of a labor organization's certification as the exclusive bargaining representatives of the District employee group, representatives for the District and representatives of the labor organization will meet and begin negotiation for an agreement concerning the wages, benefits and other terms and conditions of employment within the bargaining unit. During the negotiations, neither side will be required to offer any particular concession or to withdraw any proposal.

Prior to any tentative agreement being presented to the Board of Education or the exclusive bargaining representative, the tentative agreement will be discussed in detail during a public meeting. Any tentative agreement will be posted on the District's website for at least five (5) days prior to the public meeting. Nothing in the regulation or in state law requires the District to vote on the collective bargaining unit at such meeting.

The bargaining agent must present evidence to the Board of Education that the proposed agreement has been approved by a majority of members of the bargaining unit. The Board of Education may approve the entire proposed agreement or any part of the agreement. If the Board of Education rejects any part of the proposed agreement, the Board may return the rejected portion for further consideration by the bargaining parties; adopt a replacement provision of its own or state that no provision on the requested topic will be adopted.

After the first agreement between the District and the represented unit of employees is adopted, bargaining for renewal agreements will take place triennially. Such bargaining will be completed within thirty (30) days of the end of the District's fiscal year. The parties may bargain non-economic issues for a longer period, but all economic issues will be adopted on a triennially basis only.

The bargaining parties are not required to utilize binding mediation, binding interest arbitration or interest arbitration in the event that the parties are unable to reach an agreement. District employees are prohibited from strikes or related work stoppage.

Nothing contained in this Regulation will obligate the District to enter into a collective bargaining agreement.

Restrictions on Labor Agreements

Every labor agreement, if any, must have provisions reserving the right of the Board of Education to hire, promote, assign, direct, transfer, schedule, discipline and discharge District employees. The Board further reserves the right to make, award and rescind reasonable work rules and standard operating procedures.

AND

Every labor agreement will expressly prohibit all strikes and picketing of any kind. A strike will include any refusal to perform services, walk-out, sick-out, sit-in, or any other form of interference with District operations. The labor agreement will also provide that any District employee who engages in any strike or concentrated refusal to work or who pickets over any personnel matter will be subject to immediate termination.

AND

Every labor agreement will include a provision that extends the duty of fair representation by the labor organization to District employees in the bargaining unit.

AND

Every labor agreement will expressly prohibit labor organization representatives and District employees from accepting paid time off for purposes concerning labor organization activities related to collective bargaining, including but not limited to, negotiations, bargaining meetings, meet and confer sessions, and any other collective bargaining related activity other than earned District leave. However, the labor agreement may allow paid time off for grievance-handling, advisory committees, establishing a work calendar and external communication.

AND

Every labor agreement will inform District employees of their right to refrain from engaging in and supporting labor organization activity as well as their right to oppose labor organization activity.

AND

Every labor agreement will include a provision that in the event of a budget shortfall, the District has the right to modify the economic terms of the agreement. Every such agreement shall also provide that if the District deems it necessary it may modify in good faith, the economic terms of the agreement. In such event, the District will notify the labor organization of the need to modify and will provide thirty (30) days within which to bargain over the contemplated agreement. As provided in the labor agreement, that if at the end of the thirty (30) day period, the parties have been unable to resolve the issue, the Board of Education shall act in good faith to resolve the modifications on its own.

Payment of Union Dues

Before union or bargaining organization dues may be withheld from a District employee's paycheck, the employee must have provided the District with written employee authorization to have such dues deducted. No portion of such dues shall be made in violation of the State Financial Disclosure Law except with the informed consent of such bargaining unit made in writing or electronic certification by the employee which is received within the past twelve (12) months. No requirement will be made to force an employee to sign as a condition of employment or continued employment. Employees who elect not to have a portion of dues used as provided in the Financial Disclosure Law will not have any union fee increased.

Signing or refraining from signing any dues related to organizations is not a condition of employment or continued employment.

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Separation
Reduction In Force: Certificated Staff

Procedures

1. The Board and the Superintendent acting to maintain the highest quality education program will determine which positions need to be reduced or eliminated. In making this decision, the focus will be on the position and not upon the person filling the position.

2. Once it has been determined which positions are to be reduced or eliminated, the identity of the teacher to be placed on involuntary leave of absence will be decided. In identifying teachers, the following rules will be applied:

    a. Probationary teachers will be the first teachers to be placed on leave within each area of specialization to be reduced. The selection of a specific probationary teacher will be made in the best interests of the instructional program.

    b. If no probationary teachers, or an insufficient number of probationary teachers, are employed in the area to be reduced, permanent teachers will be considered for placement on involuntary leave. Permanent teachers will be selected on the basis of performance-based evaluations and seniority. However, seniority will not be controlling unless the performance-based evaluations are equal. In comparing the performance-based evaluations of permanent teachers, each teacher's three most recent summative evaluations will be considered.

    c. In no case will a permanent teacher be placed on a leave of absence while probationary teachers are retained in positions for which the permanent teacher is qualified.

Reinstatement

1. Permanent teachers will be recalled in the inverse order of their placement on leave of absence – the last laid off, first recalled.

2. The District will not employ new teachers while there are District teachers on leave under this regulation who are properly qualified to fill such positions.

3. Probationary teachers will be recalled in the order best determined by the Board based upon the instructional needs of the students.

4. Failure to report to duty on the reinstatement date, without Board approval, will constitute a breach of contract and will terminate the employment of the teacher.

5. Leaves of absence under this regulation will continue for a period of up to three (3) years unless extended by the Board. If a teacher has not been recalled during this period, the teacher's employment will automatically terminate.

Additional Consideration

1. The tenure status of teachers placed on leave under this regulation will not be impaired because of such leave.

2. Teachers placed on leave under this regulation may engage in teaching or another occupation during such leave.

Due Process

1. Permanent teachers will be given a written statement of the reasons for the selection for involuntary leave under this regulation.

2. Upon request, the permanent teacher will also be provided with the following:

   a. Description of the procedure used to implement the reduction in force.

   b. The information relied upon by the Board and the administration in making reduction in force decisions.

3. Permanent teachers, upon written request, will also be provided with an opportunity to appear before the Board and to convince the Board that they were erroneously selected for involuntary leave under this regulation.

PERSONNEL SERVICES **Regulation 4741**

Separation
Reduction in Force: Support Staff

1. Educational Support Personnel placed on unrequested leave of absence because of a reduction-in-force (RIF) shall receive consideration for other District jobs for which they qualify. The unrequested leave of absence shall extend for a period of one (1) year.

2. Each support person while on unrequested leave shall keep the Superintendent's Office informed, in writing, of his/her current address and telephone number.

3. During the leave period the employee shall retain his/her seniority and accumulated sick leave for consideration and use upon recall.

PERSONNEL SERVICES **Regulation 4820**

Staff Welfare
Employees with Communicable Diseases

If an employee becomes infected with a contagious disease or is reasonably believed to be infected with a contagious infectious disease the following guidelines apply:

1. The employee may be required to undergo a medical examination at District's cost by a physician of the District's choosing.

2. While a determination is made concerning the infectious status of an employee, that employee may be placed on a paid leave of absence. Except in unusual circumstances such leaves will not exceed ten (10) days.

3. If the employee is determined to be infectious, he/she will be required to take such leave as provided by Board policy until it is medically determined that the employee is no longer able to transmit the disease.

4. Where a question exists concerning an employee's infectious status, an individual assessment of the employee will be completed by a Review Team comprised of the employee's physician a school nurse, a physician selected by the District, a county health official, the Superintendent and the employee's supervisor. Other individuals may be included, as is reasonably necessary and as designated by the Superintendent.

5. The review team will consider all available medical evidence and will determine the employee's medical condition, the employee's ability to return to work and whether the employee's infectious status requires any restrictions on the employee's work assignment. Normally the team will be convened within seventy two (72) hours of notice of the employee's contagious status. The employee's status will be reviewed thereafter as appropriate.

6. The written determination of the Review Team is subject to an appeal to the Board of Education where determination shall be final.

PERSONNEL SERVICES **Regulation 4830**

Staff Welfare
Board/Staff Communications

Staff Communications to the Board

All communication to the Board of Education from certificated professional staff or non-certificated professional staff or support staff employees of the School District concerning personal matters or personal complaints shall be filed in writing with the Superintendent. However, this procedure will not be construed as denying the right of any employee to appeal to

the Board (regarding alleged misapplication of policy or administrative decisions) provided that

the Superintendent shall have been notified of the forthcoming appeal and that it is processed in accordance with Board policies and regulations on staff complaints and grievances. Moreover, this policy will not be construed to preclude resident staff members from exercising their rights to discuss matters of public concern in the same manner as other District residents.

Most meetings of the Board are open for the public to attend. As such, they provide an excellent opportunity to observe at first-hand the Board's deliberations on problems of staff concern. Staff members may participate in Board meetings in accordance with the policies and regulations regarding public participation at such meetings. Further, at times and with the knowledge of the Superintendent, the Board may invite staff members to speak at Board meetings or to serve on advisory committees to the Board.

Board Communications to Staff

All official communications, policies, and directives of staff interest and concern will be communicated to staff members through the Superintendent, and the Superintendent will employ such media as are appropriate to keep the staff fully informed of the Board's concerns and actions.

Staff Welfare

Collective Bargaining

Definitions

Bargaining Unit - A unit of public employees employed by the District that establishes a clear and identifiable "Community of Interest" among District employees.

Board - The State Board of Mediation established by state law.

Department - The Department of Labor and Industrial Relations established by state law.

Exclusive Bargaining Representative - An organization that has been designated or selected by a majority of the District employees in a bargaining unit as the representative of such employees for purposes of collective bargaining.

Labor Organizations - Any organization , agency or public employee representation committee or plan, in which District employees participate and that exists for the purpose, in whole or in part, of dealing with the District concerning collective bargaining, grievances, labor disputes, wages, rates of pay, hours of employment or conditions of work.

Public Body - For purposes of state law, the District is a public body.

Public Employee - Any person employed by the District.

*Supervisory Employee – S*hall mean any employee with supervisory status, managerial status, confidential status, or any other status that would be a conflict of interest in the event of collective bargaining.

Union Selection

A labor organization may only be authorized by an election conducted by the State Board of Mediation. The District is prohibited by law from voluntarily recognizing any labor organization as a representative of any group of District employees.

An election to determine the status of a union as the collective bargaining representative of any group of District employees will be held when the State Board of Mediation is presented with employees' signed cards showing at least 30% of the proposed bargaining unit indicating they wish to select the labor organization in question as their exclusive bargaining representative for collective bargaining.

If more than 50% of District employees within the proposed bargaining unit vote for union representation then such labor organization will be designated as the employee's collective bargaining representative. The election to determine majority status will be conducted on District premises on a mutually agreeable date by a secret ballot or by mail-in ballot. The election will

take place no less than four (4) weeks or no more than eight (8) weeks after the date the Board of Mediation determines the appropriate bargaining agent and resolves all bargaining unit issues.

District Employees have the right to freely express their opinions about whether the organization should be chosen as the exclusive bargaining unit. However, no employee or representative of a labor organization and no representative of the District may attempt to threaten, intimidate, coerce or otherwise restrain eligible voters in the free exercise of their choice to support or oppose to the selection of the labor organization in question as their exclusive bargaining representative.

Elections

Elections will be conducted by a secret ballot utilizing Board of Mediation procedures to ensure the privacy and secrecy of each vote. The ballot will read,

> "Do you wish to select [labor organization] as the exclusive bargaining representative for [bargaining unit] employed within the District"

The ballots will include check boxes for marking "yes" or "no". If more than one labor organization seeks to represent the employees in the bargaining unit and has signed cards in excess of 30%, each union will be listed on the ballot along with the option of "no labor organization."

Once the poll is closed, the Board of Mediation will supervise counting of the ballots. Any labor organization receiving more than 50% of all employees in the bargaining unit will be designated and recognized by the District as the exclusive bargaining representative for all District employees in the bargaining unit.

Supervisory employees will not be included in the bargaining unit that they supervise. Supervisory and non-supervisory employees will not be included in the same bargaining unit. No more than one election in a bargaining unit will take place during a twelve month period.

District employees within the bargaining until shall have the right to seek decertification of the labor or organization as their exclusive bargaining representative at any time by obtaining signed cards by 30% of the employees within the unit stating that they no longer wish to be represented by the labor organization. An election will then be conducted in the same manner as set for certification in the *Election* Section of this Regulation.

Existing Bargaining Units

All labor organizations that have previously been certified shall be recertified during the twelve (12) month period beginning on August 28, 2018. However, any labor organization that has a labor agreement that expires after August 28, 2020 may be recertified at any time prior to, but no later than August 28, 2020. All subsequent recertification elections shall be held every three (3) years. To be recertified, the labor organization must obtain the secret ballot votes of more than 50% of the employees in the unit in a Board supervised election. Failure to recertify in this manner will result in the immediate decertification of the labor organization. In the event of such decertification, all terms and conditions of employment will remain in place until modified or eliminated by the District's Board of Education.

Bargaining

Within eight (8) weeks of a labor organization's certification as the exclusive bargaining representatives of the District employee group, representatives for the District and representatives of the labor organization will meet and begin negotiation for an agreement concerning the wages, benefits and other terms and conditions of employment within the bargaining unit. During the negotiations, neither side will be required to offer any particular concession or to withdraw any proposal.

Prior to any tentative agreement being presented to the Board of Education or the exclusive bargaining representative, the tentative agreement will be discussed in detail during a public meeting. Any tentative agreement will be posted on the District's website for at least five (5) days prior to the public meeting. Nothing in the regulation or in state law requires the District to vote on the collective bargaining unit at such meeting.

The bargaining agent must present evidence to the Board of Education that the proposed agreement has been approved by a majority of members of the bargaining unit. The Board of Education may approve the entire proposed agreement or any part of the agreement. If the Board of Education rejects any part of the proposed agreement, the Board may return the rejected portion for further consideration by the bargaining parties; adopt a replacement provision of its own or state that no provision on the requested topic will be adopted.

After the first agreement between the District and the represented unit of employees is adopted, bargaining for renewal agreements will take place triennially. Such bargaining will be completed within thirty (30) days of the end of the District's fiscal year. The parties may bargain non-economic issues for a longer period, but all economic issues will be adopted on a triennially basis only.

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Nothing contained in this Regulation will obligate the District to enter into a collective bargaining agreement.

Restrictions on Labor Agreements

Every labor agreement, if any, must have provisions reserving the right of the Board of Education to hire, promote, assign, direct, transfer, schedule, discipline and discharge District employees. The Board further reserves the right to make, award and rescind reasonable work rules and standard operating procedures.

AND

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AND

Every labor agreement will expressly prohibit labor organization representatives and District employees from accepting paid time off for purposes concerning labor organization activities related to collective bargaining, including but not limited to, negotiations, bargaining meetings, meet and confer sessions, and any other collective bargaining related activity other than earned District leave. However, the labor agreement may allow paid time off for grievance-handling, advisory committees, establishing a work calendar and external communication.

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Every labor agreement will inform District employees of their right to refrain from engaging in and supporting labor organization activity as well as their right to oppose labor organization activity.

AND

Every labor agreement will include a provision that in the event of a budget shortfall, the District has the right to modify the economic terms of the agreement. Every such agreement shall also provide that if the District deems it necessary it may modify in good faith, the economic terms of the agreement. In such event, the District will notify the labor organization of the need to modify and will provide thirty (30) days within which to bargain over the contemplated agreement. As provided in the labor agreement, that if at the end of the thirty (30) day period, the parties have been unable to resolve the issue, the Board of Education shall act in good faith to resolve the modifications on its own.

Payment of Union Dues

Before union or bargaining organization dues may be withheld from a District employee's paycheck, the employee must have provided the District with written employee authorization to have such dues deducted. No portion of such dues shall be made in violation of the State Financial Disclosure Law except with the informed consent of such bargaining unit made in writing or electronic certification by the employee which is received within the past twelve (12) months. No requirement will be made to force an employee to sign as a condition of employment or continued employment. Employees who elect not to have a portion of dues used as provided in the Financial Disclosure Law will not have any union fee increased.

Signing or refraining from signing any dues related to organizations is not a condition of employment or continued employment.

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Staff Welfare
Conflict of Interest

The prohibition against conflicts and apparent conflicts of interest includes but is not limited to:

1. Employees shall not engage in or have a substantial interest in furnishing of real or personal property, commodity, equipment, supplies or services to the District, either directly or through an outside representative, except as provided in this paragraph. A substantial interest includes ownership by the employee, the employee's spouse or a member of the employee's household of 10% or more of a business entity or annual receipt by the employee, employee's spouse, or member of the employee's household of $1,000 or more in salary or other remuneration from a business entity. A business entity in which a District employee has a substantial interest may do business with the District provided competitive bids are obtained and the lowest bid is accepted.

2. Employees shall not make use of mailing lists or other information gained solely as a result of the employee's position with the District to either sell directly or indirectly services or merchandise to students or their parents who reside within the District. As provided by Board policy, this prohibition does not apply to student tutoring.

3. Employees shall not solicit or receive any payment or thing of value which might influence performance of the employee's duties.

4. Employees shall not disclose to any person, not otherwise entitled, information gained by virtue of the employee's duties or otherwise use such information for personal gain.

5. Employees shall not engage in outside employment which interferes with performance of the employee's duties. This prohibition includes outside employment which is performed during school hours or involves the use of school resources.

If an employee is in doubt concerning whether certain acts violate this regulation, the employee must seek an opinion from the Superintendent.

Staff Welfare

Staff Dispute Resolution (Grievance Procedure)

Definitions

Grievance - A claim by a nonsupervisory employee or employees that a written Board policy or administrative regulation has been violated or misapplied. This policy is not applicable to the content of performance evaluations nor to decisions for which state statute may provide a means of resolving disputes including, but not limited to, nonrenewal, termination, and reduction in force.

Day - When the dispute resolution policy requires certain action to be taken within a specific number of days, *days* means working days and specifically excludes weekends and school holidays. In counting days, the day on which the event initiating the time limit is not counted.

Informal Resolution

Employees who believe that a written Board policy or administrative regulation has been violated must meet with their immediate supervisor within ten (10) days of the alleged violation. The purpose of this informal conference is to attempt to provide clarification of the issue and, where possible, resolve the dispute.

If the dispute is not resolved within four (4) working days of the informal conference, the employee may initiate the formal procedure by completing an appropriate District dispute form and submitting this form to the employee's immediate supervisor. A completed grievance form must be submitted to the employee's immediate supervisor within ten (10) days of the informal conference.

Step One: Immediate Supervisor

Within four (4) days of receipt of the completed dispute form, the immediate supervisor will schedule a meeting with the employee and the employee's employee representative, if desired. Within ten (10) days of this conference, the immediate supervisor will provide the employee with a written response to the dispute.

Step Two: Superintendent's Designee

If the employee is not satisfied with the resolution at Step One, the employee may refer the dispute in writing to the Superintendent. To proceed to Step Two, the written dispute referral must be submitted to the Superintendent within four (4) days of receipt of the Step One decision. Upon receipt of the referral, the Superintendent shall designate a District employee to hear the Step Two dispute. Within four (4) days of receipt of the Step Two referral, the Superintendent's designee shall

schedule a conference with the employee and his/her employee representative if desired. Within ten (10) days of the conference the Superintendent's designee will provide the employee with a written response to the dispute.

Step Three: Review by the Superintendent

If the employee is not satisfied with the resolution of Step Two, the employee may refer the dispute in writing for the Superintendent's direct review. To proceed to Step Three, the written dispute referral must be submitted to the Superintendent within four (4) days of receipt of the Step Two decision. Within four (4) days of receipt of the written referral, the Superintendent shall schedule a conference with the employee and his/her employee representative, if desired. Within ten (10) days of this conference, the Superintendent will provide the employee with a written response to the dispute.

Step Four: Board of Education Review

If the employee is not satisfied with the resolution at Step Three, the employee may refer the dispute in writing for the Board's consideration. To proceed to Step Four, the written dispute referral must be submitted to the Superintendent within four (4) days of receipt of the Step Three decision. At the next regular Board meeting following submission of the Step Four referral, the Board will consider the dispute and determine whether to conduct a formal review of the dispute. If the Board determines that its formal review is not necessary, the decision at Step Three becomes final.

If the Board determines that its formal review is warranted by the dispute, the Board will set a date f or formal review. At formal review both parties are entitled to be represented by legal counsel. Procedures for formal presentations of the dispute are determined by the Board in its discretion. Within ten (10) days of the formal review the Board will provide the employee with its written decision. The decision of the Board is final and binding on all parties.

Miscellaneous Provisions

1. Failure of an employee to comply with the timelines provided in the procedures above will result in final rejection of the dispute.

2. Failure of the administrator to comply with the timelines provided in the procedures above will result in the dispute being advanced to the next step.

3. Neither party to a dispute will be permitted to add witnesses or documentation that were not provided at preceding steps.

4. No employee will be retaliated against for the good faith submission and processing of a dispute under these regulations.

Staff Welfare
Driver Drug Testing

DEFINITIONS For purposes of this Regulation, the following terms are defined:

1. Alcohol — the intoxicating agent in beverage alcohol, ethyl alcohol or other low molecular weight alcohols including methyl and isopropyl alcohol.

2. Driver — any person who operates a commercial motor vehicle (CMV) or is required by the District to hold a commercial drivers license (CDL). Driver includes, but is not limited to, full time, regularly employed drivers, casual, intermittent or occasional drivers, leased drivers and independent, owner-operated contractors. For purposes of pre-employment/pre-duty testing, driver includes a person applying to the District for a position that involves the driving of a commercial motor vehicle.

3. Employee — an individual subject to drug urine and breath alcohol testing. For purposes of pre-employment testing, employee includes an applicant for employment.

4. Medical Review Officer (MRO) — a licensed physician responsible for receiving laboratory results generated by the District's drug testing program who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's confirmed positive test result together with his/her medical history and any other relevant medical information.

5. Safety-Sensitive Function — a driver is considered to be performing a safety-sensitive function during any period in which he/she is actually performing, is ready to perform or is immediately available to perform any safety-sensitive function. Safety sensitive functions include the following on-duty functions: all time at a facility waiting to be dispatched; all time inspecting or servicing a commercial motor vehicle; all time spent at the driving controls of a commercial motor vehicle; all time, other than driving time, spent on or in a commercial motor vehicle (except sleeping time); all time loading or unloading a commercial motor vehicle, assisting in loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded; all time spent performing the driver requirements associated with an accident; and all time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

6. Substance Abuse Professional — a person who evaluates employees who have violated a Department of Transportation (DOT) drug and alcohol regulation and makes recommendations concerning education, treatment, follow-up testing and aftercare.

COVERED EMPLOYEES

Those District employees who are subject to the prohibitions and mandatory testing requirements of this regulation include all transportation workers, including, but not limited to, bus drivers and maintenance workers, who:

1. Hold commercial drivers licenses; and

2. Who perform safety-sensitive functions at any time during the course of their employment.

PROGRAM COORDINATOR

The Board designates the District's Manager of Transportation to be the Program Coordinator to ensure that the District's employee alcohol and drug program is implemented in accordance with federal regulations and District policy and regulations. The Coordinator will also be responsible for collecting and maintaining all records required by federal law. The Coordinator's name, address and telephone number will be provided to all covered employees.

ALCOHOL MISUSE PREVENTION AND TESTING PROGRAM

Prohibitions

1. No driver shall use or possess, and the District shall prohibit a driver from using or possessing, alcohol while on duty or while performing a safety-sensitive function.

2. No driver shall use, and the District shall not permit a driver to use, alcohol for a minimum of four (4) hours before performing a safety-related function.

3. No driver shall perform, and the District shall not permit a driver to perform, safety-sensitive functions, where the driver is found, through testing conducted in conformity with federal rules, to have an alcohol concentration of 0.04 or greater until the driver has been evaluated by a substance abuse professional, completed any rehabilitation required by the substance abuse professional, and undergoes a return-to-duty test in which the driver tests at less than 0.02 for the presence of alcohol.

4. A driver who tests, through testing conducted in conformity with federal rules, at levels of 0.02 to 0.039 for the presence of alcohol shall be prohibited from performing, and shall be removed by the District from performing, safety-sensitive functions until the start of the driver's next regularly scheduled duty, but not less than 24 hours after the test was administered, and until he/she tests below 0.02.

5. A driver who exhibits behavior and/or the appearance characteristics of alcohol misuse will be prohibited from performing, and will be removed from performing, safety-sensitive functions until the driver tests at less than 0.02 for the presence of alcohol.

6. No driver required by federal law, or independent District policy, to take a post-accident alcohol test shall use alcohol for eight hours following the accident or until the driver undergoes a post-accident alcohol test, whichever comes first.

Administration of Alcohol Tests

Alcohol testing will be conducted through the use of a federally approved evidential breath testing devise (EBTD), and by a trained breath alcohol technician (BAT), in accordance with federal regulations. The District will contract with an outside agency or organization to provide alcohol testing in accordance with federal regulations. The contract will provide that the alcohol testing site (1) must afford aural and visual privacy to the person being tested, and (2) must be secured while the testing is taking place.

DRUG MISUSE PREVENTION AND TESTING PROGRAM
Prohibitions

1. The District prohibits the unauthorized use of controlled substances. Illicit use of drugs by safety-sensitive employees is prohibited on or off duty.

2. No driver shall report for duty or remain on duty, and the District shall prohibit a driver from reporting for duty or remaining on duty, when the driver uses any drug, unless the drug is taken pursuant to the instructions of a physician who has advised the driver that the substance will not adversely affect his/her ability to safely operate a commercial motor vehicle.

3. The District may require a driver to notify it or the medical review officer of any therapeutic drug use if the driver tests positive, through testing conducted in conformity with federal law, for any controlled substance.

4. Following a determination through testing conducted in conformity with federal law, that a driver has engaged in prohibited use of drugs, the District will remove the driver from performing safety-sensitive functions and will refer the driver to a substance abuse professional. The District will not permit the driver to return to the performance of safety-sensitive functions until the driver submits a verified negative test result and completes any rehabilitation required by a substance abuse professional.

Administration of Drug Tests

1. Collection Site--The District will contract with an outside agency or organization to serve as a collection site for the collection of urine samples for laboratory drug testing. The District will ensure that collection site personnel follow federally prescribed rules for the collection of urine samples. The District will ensure that the collection site generally ensures aural and visual privacy for the person giving the sample. The collection site person will be required to split the sample into two bottles (the primary specimen and the split specimen). Following completion of a chain of custody form, the collection site person will seal and ship both

bottles to a laboratory certified by the Department of Health and Human Services for analysis.

2. Laboratory Analysis - The District will separately contract with a certified laboratory to the required drug analysis. If the primary specimen tests negative for drugs, the laboratory will dispose of the split specimen. If the laboratory confirms that the primary specimen test positive, the laboratory will retain the split specimen to ensure that it remains available for testing.

3. Medical Review Officer (MRO) – The District will contract with a MRO who possesses the qualifications required by federal regulations. The MRO will receive and review all laboratory results generated by the District's drug testing program and will report the results to the District's designee as required by federal regulations. In the event the MRO receives a confirmed positive test result from the laboratory, the MRO will make every reasonable effort to confidentially contact the driver and give him/her the opportunity to provide a legitimate, alternative medical explanation for the positive result. If the MRO is unable to reach the driver directly, the MRO shall, in accordance with federal regulations, contact the District's designee who shall direct the driver to contact the MRO immediately. The District's designee shall inform the employee of the consequences of failing to contact the MRO within the next seventy-two (72) hours. The designated management official shall employ procedures that ensure, to the maximum extent practicable, that the requirement that the employee contact the MRO is held in confidence. If the MRO determines that there is a legitimate alternative medical explanation for the positive result, the MRO will report the drug test as being negative. If the employee expressly declines the opportunity to discuss the test, the MRO may verify the test as positive. If the employee is contacted by the designated employer representative but does not contact the MRO within seventy-two (72) hours, the MRO may verify the test as positive. If neither the MRO nor the designated employer representative has been able to contact the employee within ten (10) days after making all reasonable efforts, the MRO may verify the test as positive. If the MRO verifies the presence of illegal, controlled substances, the MRO shall inform the covered employee that he or she has seventy-two (72) hours to request that the split specimen retained by the laboratory be sent to another certified laboratory for analysis. If the split specimen fails to confirm the presence of illegal, controlled substances, the employee's test will be reported as negative.

REQUIRED TESTS

Pursuant to federal law, the District will require that all covered employees submit to the following tests:

Pre-Employment Testing

1. Before any driver can perform a safety-sensitive function, the driver must take a controlled substances test with a verified negative result.

2. This testing is required of applicants and of employees transferring to a covered position. Testing for newly hired drivers shall be conducted prior to the employment offer, but in any event before commencing safety-sensitive functions. If an applicant refuses to submit to pre-employment drug testing, the District will remove the applicant from employment consideration.

Post-Accident Testing

1. Pursuant to federal law, all drivers will be required to submit to drug and alcohol testing as soon as practicable after any accident (a) involving the loss of life or (b) after any accident in which the driver receives a citation for a moving violation, if the accident involved either (1) bodily injury to any person who, as a result of the accident immediately receives medical treatment away from the scene of the accident, or (2) disabling damage to one or more motor vehicles which requires the motor vehicle to be transported away from the scene by a tow truck or other motor vehicle. Pursuant to its independent authority, the District requires all drivers to submit to drug and alcohol testing after any accident in which the driver was performing safety-sensitive functions.

2. All post-accident testing shall be conducted within the federally prescribed time periods. If a test is not conducted within the required time periods, then the District will not require the driver to submit to a test and the Program Coordinator, in accordance with federal regulations, will prepare and maintain on file a report and submit it to the Department of Transportation (DOT) documenting the reason(s) why the test was not promptly given.

3. Prior to performing safety-sensitive functions, all drivers will be instructed on the necessity for post-accident testing and the procedures to be followed for post-accident testing so that the drivers can comply with federal regulations.

Random Testing

1. The District will conduct random, unannounced testing for drugs and alcohol for covered employees. The District's designee will establish a scientifically valid random selection method and will select covered employees using this method at unpredictable dates and frequencies throughout the testing year. Under the selection method, each covered employee will have an equal chance of being selected for each testing date.

2. Each year, the number of random alcohol tests conducted by the District will equal at least 25% of the average number of covered employees. Each year, the number of random drug tests conducted by the District will equal at least 50% of the average number of covered employees.

3. Random alcohol testing will be conducted just before, during, or just after a covered employee's performance of safety-sensitive duties. Random testing for drugs does not have to be conducted in immediate time proximity to the performance of safety-sensitive functions.

4. Once notified of selection for testing, the covered employee must proceed immediately (or as soon as possible) to the collection site for testing.

Reasonable Suspicion Testing

1. The District will require covered employees to be tested for drugs and/or alcohol when the driver's supervisor and/or other properly trained District officials determine that there is reasonable suspicion to believe that the driver has violated the provisions of this Policy.

2. All determinations that reasonable suspicion exists will be only by trained individuals and will be made solely on the basis of specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the covered employee. Possession of alcohol, standing alone, will not lead to reasonable suspicion testing.

3. Covered employees will be required to submit to reasonable suspicion testing only if the required observations are made by a trained supervisor or District official during, just preceding, or just after the period of the work day that the covered employee is performing a safety-sensitive function.

4. The District designates the Program Coordinator as the District official who will receive the requisite training to determine whether reasonable suspicion exists to require a drug test and/or an alcohol concentration test.

5. The District designee will be responsible for making and signing a written record of the observations leading to reasonable suspicion testing for drugs and/or alcohol. With respect to drug testing, the District designee will ensure that this written record is completed within twenty four (24) hours of the observed behavior or before the results of the drug test are released, whichever is earlier.

Return-to-Duty Testing

1. When a driver is determined, by testing in conformity with federal regulations, to have an alcohol concentration of 0.04 or greater and/or a verified positive test result for drugs, the District will refer that driver to a substance abuse professional. The substance abuse professional will determine what assistance, if any, the driver needs in resolving problems related to drug or alcohol abuse.

2. Before a driver can return to the performance of safety-sensitive functions, the driver must be evaluated by a substance abuse professional to ensure that he/she has completed any necessary rehabilitation. The driver must also submit the results of (1) an alcohol concentration test showing an alcohol concentration of less than 0.02 and (2) a verified negative drug test.

Follow-Up Testing

1. When a covered employee who has violated prohibited alcohol and/or drug standards returns to the performance of safety-sensitive functions, he/she will be required to submit to follow-up testing.

2. Follow-up tests are unannounced and at least 6 tests must be conducted in the first 12 months after the employee returns to duty. Follow-up testing may be extended for a period not to exceed 60 months following return to duty.

Refusal To Submit to Testing

1. Federal regulations require covered employees to submit to required testing. When a covered employee refuses to submit to testing, or engages in conduct that obstructs the testing process, the test will be considered to be positive and the driver will, in accordance with federal regulations, be prohibited from performing safety-sensitive functions until all preconditions are satisfied.

2. Refusal to submit or to provide a specimen has the same sanctions under the federal regulations as a positive test. Any employee who fails to provide adequate breath or urine for testing must obtain, as soon as possible after the attempted test, an evaluation from a licensed physician who is acceptable to the employer concerning the employee's inability to provide a sufficient specimen. If the physician determines, in his/her reasonable medical judgment, that a medical condition has, or with a high degree of probability could have, precluded the employee from providing a sufficient quantity, the employer's failure shall not be deemed a refusal to take a test. The physician shall provide the District a written statement of the basis
for his/her conclusion. If the licensed physician, in his/her reasonable medical judgment, is unable to make such a determination, the employee's failure to provide an adequate specimen shall be regarded as a refusal to take a test and a violation of this Policy.

TESTING PROGRAM AND POLICY INFORMATION

Before beginning the testing program authorized by this Policy, the District will distribute to all covered employees educational materials that explain the requirements of the federal alcohol and drug testing regulations, and the District's policies and procedures with respect to meeting those requirements. The materials will include all information required by federal law. Each covered employee must sign a receipt indicating that he/she has received these materials, prior to the beginning of alcohol and drug testing.

TEST RESULTS, CONFIDENTIALITY AND RECORD RETENTION

Employee Records

1. All employee testing records are confidential and the District will ensure that all testing records are maintained in a secure location with controlled access. Test results and other confidential information may be released by the laboratory, the breath alcohol technician or the MRO only to designated District officials and/or the substance abuse professional. Any other release of confidential information is only pursuant to federal regulations or with the employee's written consent.

2. Covered employees are entitled, upon written request, to obtain copies of any records pertaining to the employee's use of alcohol or controlled substances, including records of tests and test results.

District Record Keeping and Retention

The District will comply with all federal record keeping and retention requirements. In addition, the Program Coordinator will maintain and compile all required statistics and reports and submit those reports to the necessary federal agencies. The District will notify the Director of the Department of Revenue within ten (10) days of notice that a District driver has failed a drug, alcohol or chemical test administered pursuant to this regulation.

EVALUATION, REFERRAL AND REHABILITATION

Employees who violate the alcohol and drug misuse rules will be referred to a substance abuse professional for evaluation and will be advised of the available resources for evaluation and treatment. Any treatment or rehabilitation will be provided in accordance with the health insurance, medical or other benefit plan, or under applicable labor or collective bargaining agreements. The District is not required to provide rehabilitation or pay for treatment. In addition, the District is not required to hold the employee's position or to reinstate the employee to a safety-sensitive position.

CONSEQUENCES FOR VIOLATIONS

Pursuant to federal regulations, the District will remove from the performance of safety-sensitive functions any covered employee determined to have violated the provisions of this Policy and will refer to a substance abuse professional those drivers who, based on testing conducted in conformity with federal regulations, have an alcohol concentration of 0.04 or greater and/or are determined to have a verified positive test result for drugs.

Based on its independent authority, the District reserves the right to impose additional consequences for violation of the provisions of this Regulation, including, but not limited to, placing the covered employee on indefinite unpaid leave or termination.

APPLICANT CONSENT FOR DRUG AND ALCOHOL TESTING

I hereby consent for the School District or its designated agents to collect a urine or blood sample from me and conduct necessary tests to determine the presence of illegal drugs, controlled substances, or alcohol.

I also consent to the release of the test results to authorized District administrators for appropriate review.

I further agree that, in the event a confirmed positive test for illegal drugs or controlled substances results, I may have to provide the laboratory or the Medical Review Officer with a list of all medications which I have used within the past thirty (30) days. I understand that this information is provided to identify false positives.

I understand that if, in the opinion of the testing laboratory or Medical Review Officer, the result of my test is positive for illegal drugs, controlled substances, or alcohol, the Seymour R-II School District may deny my application for employment.

AGREED: _____ _____
Signature Date

Witness: _____ _____
Signature Date

REFUSED: _____ _____
Signature Date

Witness: _____ _____
Signature Date

EMPLOYEE CONSENT FOR DRUG AND ALCOHOL TESTING

I hereby consent for the Seymour R-II School District or its designated agents to collect a urine or blood sample from me and conduct necessary tests to determine the presence of illegal drugs, controlled substances, or alcohol.

I also consent to the release of the test results to authorized District administrators for appropriate review.

I further agree, in the event a confirmed positive test for illegal drugs or controlled substances results, I may have to provide the laboratory or the Medical Review Officer with a list of all medications which I have used within the past thirty (30) days. I understand that this information is being provided to identify false positives.

I also understand that the findings of a substance abuse professional, including the need for any treatment or rehabilitation, may be disclosed to the District. I also understand that, if I am required to complete a substance abuse treatment or rehabilitation program, the District may demand that I furnish proof of completion of such a program from the treating professional or organization.

I understand that if, in the opinion of the testing laboratory or Medical Review Officer, the result of my test is positive for illegal drugs, controlled substances, or alcohol, the Seymour R-II School District may discipline me up to and including termination.

AGREED: _____ _____
Signature Date

Witness: _____ _____
Signature Date

REFUSED: _____ _____
Signature Date

Witness: _____ _____
Signature Date