

PERSONNEL SERVICES

Regulation 4120 **(Form 4120)**

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. All certificated teaching position vacancies shall be posted for a minimum of five (5) school days before the Superintendent recommends a qualified applicant to the Board for employment.

The Superintendent shall assure 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 arrangement 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.

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, 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.

Reassignment of Certified Staff and Support Staff

The Board directs the Superintendent to assess the staffing needs of the District on an ongoing basis and to assign existing staff as necessary to meet those needs.

The Superintendent may reassign or promote certified staff and support staff to different positions and to different buildings, unless the reassignment or promotion would require a new or amended contract to be issued to the employee. Reassignment by the Superintendent may occur after a contract has been assigned and in the middle of a school year.

Positions that are filled by reassignment of an existing employee are not considered vacancies and do not need to be posted.

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.

PERSONNEL SERVICES

Regulation 4130

Employment

Certificated Staff Contracts

Probationary

Teachers without previous teaching experience will receive a probationary contract for each of their first five (5) 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 reemploy 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 administrators will be provided with contracts of from one-to-three-year duration. Administrative personnel, other than the Superintendent, who are employed under a multi-year contract, will be notified on or before April 15 of the Board's wish to reemploy them in their present administrative position. Failure to provide a timely notice of reemployment will result in the administrator's reemployment in the present position and salary. Administrators employed on multi-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.

The District currently requires certain administrators of the District to reside within the boundaries of the District. The Board believes this requirement is essential to successful leadership by District administrators. District administrators are expected to assume a leadership role in the community and consistently interact with the students and parents of the District. Furthermore, the District is funded in part by the taxpaying residents of the District. Accordingly, the Board of Education believes that by residing in the District, administrators will

demonstrate a greater loyalty to the community, increase support for the local tax base and have enhanced opportunities to interact with students, parents and patrons of the District.

The following provision of this Regulation does not apply to current Administrators who were issued contracts with notice that they are required to live in the District as part of their job requirements:

Current Administrators not living within the Independence School District boundaries:

- a. Will have until February 1, 2015 to establish residency within the District or their contract will not be renewed;
- b. Following the effective date of this Regulation, the salary for a current administrator will not be increased until such a time as they reside within the Independence School District boundaries unless otherwise required by contract; and
- c. Administrators may be offered a multi-year contract once residency has been established.

Current Administrators living within the Independence School District boundaries;

- a. May be awarded a multi-year contract.

Residency for purposes of this Regulation shall require Administrators to physically reside in, and maintain as their permanent residence, a domicile located within the boundaries of the District.

This regulation applies to all Administrators of the District. The term "Administrator" for purposes of this Regulation is defined as an individual who has contracted with the District to provide administrative duties including the supervision or evaluation of other employees.

Written requests for exemption from the requirements of this Regulation need to be sent to the Superintendent of Schools prior to commencement of a contract or prior to the administrator's relocation outside the Independence School District boundaries during the term of a contract. Relocation will only be considered based upon the employment requirements of a spouse. If an Administrator, who is subject to the residency requirements provided for in this Regulation, relocates outside of the District during the term of a contract without prior authorization by the Superintendent, such relocation may be considered a breach of the Administrator's contract and form the basis of the termination of the contract.

PERSONNEL SERVICES

Regulation 4220

Personnel Assignment and Transfer

Certificated Staff Duties, Schedules, and Working Hours

Teachers shall be on duty not less than 20 minutes before classes begin. Teachers may leave the building 20 minutes after classes are dismissed at the close of the school day. The arrival and departure time for all teachers may be flexible to accommodate instructional/student activities, emergency situations or other necessary meetings. Temporary adjustments to this schedule must be approved by the building administrator. In the event that building level needs so require, the Superintendent may grant a waiver related to the arrival and departure times provided herein, provided that the total 40 minutes set forth above are properly allocated elsewhere as time on duty.

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 PTA 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.

PERSONNEL SERVICES

Regulation 4221

Personnel Assignments and Transfer

(Non-Certificated) Support Staff Duties, Schedules and Working Hours

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

Personnel will 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 work week 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 (1 1/2) hours for each hour of overtime worked.

1. Comp time may be accrued up to 240 hours (160 overtime hours). Overtime work beyond this maximum accrual will be monetarily compensated at the rate of one and one-half (1 1/2) 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 with unused comp time who are terminated or who terminate their employment will be paid for unused comp time at one and one-half (1 1/2) times 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 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.

December 04

PERSONNEL SERVICES

Regulation 4320

Absences, Leave and Vacation

Personnel Leave

Paid Sick Leave

Sick leave may only be used for illness of the staff member or a member of the immediate family of the employee or spouse. Immediate family is defined as spouse, parent, grandparent, child, sibling, daughter or son-in-law, grandchild, or non-family residing within the staff member's home. The Superintendent/Designee may request a physician's statement regarding an absence and/or verification that the employee may return to work. Sick leave may not be used on days in which the employee engages in other employment for which remuneration is received.

The employee is required to contact the building principal or immediate supervisor each day to report the need to be absent due to personal illness.

Full-time employees are allowed sick leave to include nine (9) days per school year plus one (1) day for each additional full contract month beyond a regular nine-month contract.

Regularly appointed part-time certificated teachers are allowed the proportionate part of sick leave as determined by their assigned schedule.

Part-time support staff employed to work between 25-37.49 hours per week will be eligible to receive the following leave benefits:

- 9 month part-time support staff employees - 5 sick days (2 of which can be used as a personal day)
 - 3 Bereavement Days
- 10 month part-time support staff employees - 6 sick days (2 of which can be used as a personal day)
 - 3 Bereavement Days
- 11 month part-time support staff employees - 7 sick days (2 of which can be used as a personal day)
 - 3 Bereavement Days
- 12 month part-time support staff employees - 8 sick days (2 of which can be used as a personal day)
 - 3 Bereavement Days

Sick leave days will accumulate to 75 days. Bereavement days do not accumulate.

Rev. 6/06 Rev. 8/15

During the first year of employment, sick leave time shall accumulate at the rate of two (2) days per month until allowable days are accumulated. During the second and subsequent years of employment, annual allowable sick leave days are accumulated immediately upon assuming responsibilities during said year and are designated current days. Sick leave days not used each year shall accumulate and total accumulated sick leave shall be capped at 75 days effective June 30, 2019. To be eligible to draw from current sick leave, an employee shall have actually assumed his/her school duties for the year in which such leave is drawn. Cumulative

time may be drawn irrespective of current days. Deductions from such leave time shall be made only for school days missed and not holidays.

As of June 30, 2019, the District will cap the number of reimbursable days for unused sick leave at 75. The days will be paid at the prevailing Board approved rate at the employee's time of retirement, with the exception of the grandfathered employees identified in the next paragraph.

For employees with more than 65 days of accumulated sick leave on June 30, 2004 the following provision will apply. Upon retirement, the June 30, 2004 accumulated sick leave total, if unused, will be reimbursed at the prevailing Board approved rate at their time of retirement. The maximum number of days the District will reimburse any employee grandfathered under this provision is the total identified on June 30, 2004 – minus any days sold back to the District in the 2004-2005 school year.

Upon retirement all unused sick leave days shall be redeemed at the prevailing Board approved rate per day. Rev. 8/15/05

Upon the death of a staff member, the surviving spouse or the beneficiary so designated in the Public School Retirement System of Missouri shall be paid for up to 75 days of accumulated sick leave days, unless a grandfathered employee, at the prevailing Board approved rate per day.

Substitute teachers placed on reserve teacher status are allowed sick leave of one (1) day for each twenty (20) consecutive days of assignment. These days are only cumulative during each appointment period and are only available for use during that appointment period. Rev. 6/28/04

Employees may be reimbursed for up to twenty (20) unused sick leave days annually, payable in December, at the Board approved rate. The employee's total number of accumulated sick leave days at the time of reimbursement cannot be less than 75 sick leave days. To receive reimbursement for unused sick leave days, the employee must notify Human Resources by October 1st in writing that he or she wishes to participate.

Personal Leave

Each full-time employee shall be granted three (3) days of personal leave annually, limited to no more than ten (10) percent of each building staff usage on any given day. Regularly appointed part-time teachers shall be granted the proportionate part of personal leave as determined by their assigned schedule. Rev. 7/8/2003

Personal leave days are to be deducted from current or accumulated sick leave.

Buildings with less than ten (10) full-time staff equivalent will be considered eligible for one personal leave approval under this limitation.

Personal leave is authorized for personal business and should not be used for other employment for which remuneration is received or for vacation time.

Personal leave will not be granted on the day immediately before and immediately following authorized holidays, holiday weekends, or vacation periods, as defined by the adopted school calendar.

Personal leave may not be used on the opening and closing contract day or the first and last pupil attendance day of each school year.

Use restrictions, other than the allotted days, will be waived when airports and/or roads are closed due to inclement weather occurring while involved in out-of-area travel, personal business activities, and professional development activities that are approved by the Human Resources office and the building principal. Personal business activities under this restriction must be accompanied by a written request explaining the reason for the leave.

Personal leave will be administered by the building principal or the immediate supervisor.

Authorized Leave

No staff member shall be absent from regular assignment for the purpose of attending professional meetings without the prior approval and authorization of the Superintendent of Schools.

The Superintendent of Schools may direct or request a staff member to attend such meetings, as in their opinion, shall serve the best interest of the schools. In this instance, the District shall assume the cost of meals, transportation, and lodging as well as costs of substitutes. No deductions shall be made from salary or leave time.

Teacher association officers and/or delegates will be given authorized absences to attend regular business sessions of the state and national associations. Absences for such purposes shall not exceed seven (7) per school year. The association will reimburse the district the substitute rate per day for each day of absence. Teacher association activities will be conducted outside the regular classroom hours.

Upon request, the Superintendent of Schools may grant an employee special permission to discharge the duties of an officer in a state or national professional education association to which the employee has been elected or appointed. The association concerned must provide total reimbursement to cover the salary and fringe benefits of the employee. In such cases, the

employee will retain all District benefits and will be considered a current employee of the District.

Upon request, tenured certificated employees shall be granted a leave of absence of up to one year in order to run for public office. If elected, further extension may be requested annually from the Board of Education. At the conclusion of this public service, the employee may request to be reinstated according to the provisions of the return from leave of absence policy.

Authorized Leave of Absence Without Pay

Each certificated staff member who desires a special leave of absence without pay must submit a written request for said absence to the Superintendent of Schools/Designee. Each request shall be considered on the basis of its individual merit. Salary reduction will be the annual salary divided by the number of contract days for each day of absence under this provision.

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.

Bereavement Leave

In the event of death in the immediate family of the employee or spouse, bereavement leave may be used. Immediate family is defined as spouse, parent, grandparent, child, sibling, daughter or son-in-law, grandchild, or non-family residing within the staff member's home. A maximum of three (3) days may be used in any school year for bereavement purposes. Bereavement leave is not accumulative. Bereavement leave will not be deducted from accumulated sick leave.

If in any school year additional leave is required for Bereavement purposes, these days will be deducted from sick leave. The administration reserves the right to request confirmation of the event.

Emergency Leave

Emergency Leave not to exceed the allotted number of days listed in items a. through d. of this section of policy, may be granted yearly to each full-time employee, upon approval by the Superintendent of Schools/Designee for the following reasons:

- a. critical illness in the immediate family of the employee or spouse, or death in the immediate family of the employee or spouse (provided bereavement leave has been used). Immediate family is defined as spouse, parent, grandparent, child, sibling, daughter or son-in-law,

grandchild, or non-family residing within the staff member's home (not to exceed 10 days);

- b. marriage in the immediate family (not to exceed 5 days);
- c. employee's divorce (not to exceed 5 days);
- d. obligations incurred by an employee through the process of adopting a child (not to exceed 5 days).

When practicable, emergency leave must be requested in advance of the absence. Any days taken as emergency leave, shall be deducted from current or accumulated sick leave.

All regularly appointed part-time certificated employees will be given a proportionate allotment of Emergency Leave.

NOTE: Emergency leave will not be interpreted to include (1) absence because of weather and road conditions or lack of transportation; or (2) illness of employee. Rev. 6/28/04

Leave for Jury Duty

Employees called for jury duty or subpoenaed to testify in a civil or criminal proceeding will be granted leave, not to be deducted from accumulated sick leave or personal leave. A copy of the summons must accompany the leave form.

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 upon the employee's receipt of official notice to report. A copy of the official orders must be added to the leave application. The Superintendent/Designee 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/Designee may request that the employee seek a change in military orders if such a change appears in the best interest of the District.

Employees shall receive leave with pay for up to 120 hours of military leave in each federal fiscal year. Additional military leave shall be without pay, except as required by federal and state law. Any person entitled to military leave shall only be charged military leave for any hours which the person would otherwise have been required to work had it not been for such military leave at a minimum of one hour and additional charges will be in multiples of one hour.

Each employee shall furnish a copy of the employee's military payroll voucher to the Superintendent/Designee 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. Rev. 7/8/2003

Domestic/Sexual Violence Victim Leave (See Policy and Regulation 4322)

Leave of Absence

Upon the recommendation of the Superintendent/Designee and the approval of the Board, an employee 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. Such leave is renewable upon written request for one additional year only. Application for leave is to be made in writing to the Superintendent/Designee via principal/supervisor 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 leave is approved by the Board, the employee is not paid for the period of the leave. Insurance benefits may be continued by the employee 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 employee 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 school year. Failure to notify the Superintendent/Designee of such intention will be regarded as a resignation.

Upon completion of an approved leave, provided proper notification is given, a 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 employee will be placed in the same or equivalent position to the one held prior to the approved leave.

The employee shall not lose accumulated sick leave or experience credit on the appropriate salary

schedule when employment is resumed at the conclusion of the officially granted leave.

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

Rev. 6/2019

REV. 8/2020

REV. 11/21

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
2. 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
3. Have been considered full-time (for instructional staff); and
4. Be employed at a work-site where the employer employs at least fifty (50) employees within a 75-mile radius.

All periods of absence from work due to or necessitated by USERRA-covered service is counted in determining the employee's eligibility for FMLA leave.

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).
2. 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 (1) year of the date of placement).
3. The care of the employee's child (including biological, adopted, or foster child, step-child, legal ward, or child of a person standing in *loco parentis*, who is either under age 18, or age 18 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 a child -- but not parent "in-law"), who has a serious health condition.
4. The serious health condition of the employee that makes the employee unable to perform the essential functions of the employee's position

5. Any qualifying exigency arising out of the fact the employee's spouse, son, daughter, or parent is a military member on covered active duty (or has been notified of an impending call or order to active duty) requiring deployment to a foreign country in support of a contingency operation. Such leave may include Rest and Recuperation leave up to a maximum of fifteen (15) calendar days.
6. Any qualifying exigency arising out a military member's parent who is incapable of self-care when the care is necessitated by the member's covered active duty.
7. 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 therefrom) by a health care provider or by a provider of health care 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.

d. **Current Service Member:** A serious injury or illness for a current service member includes any illness or injury that existed before the beginning of the member's active duty and which was aggravated by service in the line of duty on active duty in the Armed Forces.

e. **Covered Veteran:** A serious injury or illness is one that was incurred or aggravated by the member in the line of duty on active duty in the Armed Forces and manifested itself before or after the member became a veteran and is:

- i. A continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the service member unable to perform the duties of the service member's office, grade, rank, or rating; or
- ii. A physical or mental condition for which the covered veteran has received a VA Service Rated Disability Rating (VASRD) of 50 percent or greater and such VASRD rating is based, in whole or in part, on the condition precipitating the need for caregiver leave; or
- iii. A physical or mental condition that substantially impairs the veteran's ability to secure or follow substantially gainful occupation by reason of a disability or disabilities related to military service or would so absent treatment; or
- iv. An injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

2. Treatment - examinations to determine if a serious health condition 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 be 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 in a foreign country 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 (15 days maximum);
- g. Post-deployment activities; and
- h. Additional activities agreed upon by the employer and employee.

6. Covered Service Members – Any **current** member of the Armed Forces, including the National Guard or Reserves, and any covered veteran undergoing medical treatment, recuperation, or therapy for a serious injury or illness.

7. Covered Veteran - An individual who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran.

8. 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 non-instructional employees.

D. LENGTH OF LEAVE

All Employees

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 the calendar year.

- 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. Employees will be required to run all FMLA leave concurrently with other leaves available to the employee.
- 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 will not count against the employee's FMLA leave.

2. Care of Covered Service Members Leave: An eligible employee is entitled to 26 workweeks of leave to care for a covered service member 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 service member 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 and vacation before continuing such leave on an unpaid basis.

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

At the conclusion of a family or medical leave provided under this policy and regulation, 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 provider 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

c. 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.

d. **Second/Third Opinion** - 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. Further, second and third opinions may be required for military caregiver leave certifications that are completed by health care providers, as defined in Section 825.125 of the FMLA, who are not affiliated with DOD, VA or TRICARE.

e. **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.

f. **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.

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

h. **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. For Rest and Recuperation leave, the District may require a copy of the military member’s Rest and Relaxation leave orders, or other documentation issued by the military setting forth the dates of the military member’s leave.

3. **Care for Covered Service Members** – The District may require certification completed by the covered service member’s health care provider prior to permitting an employee to use FMLA for the care of a covered service member. In addition to certifying the authenticity of the covered service member’s serious injury or illness, any certification must also identify the injury or illness as occurring 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. **Care for Military Caregiver** – The District may require a Certification of Military Caregiver Leave, to be completed by a Department of Defense (DOD) health care provider, a U.S. Department of Veterans Affairs (VA) health care provider, a DOD TRICARE network authorized private health care provider, a DOD non-network TRICARE authorized health care provider or a health care provider, as defined in Section 825.125 of the FMLA who are not affiliated with DOD, VA or TRICARE. If the District requests certification, an employee may submit documentation of enrollment in the VA Program of Comprehensive Assistance for Family Caregivers as sufficient certification of the covered veteran’s serious injury or illness. The documentation will be deemed sufficient even if the employee is not the named caregiver on the document. However, if the employee submits the documentation of the service member’s enrollment in the VA Program of Comprehensive Assistance for Family Caregivers, the District may require the employee to provide additional information, such as confirmation of the familial relationship to the enrolled service member or documentation of the veteran’s discharge date and status.

5. **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, the 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 spouse, son, daughter, or parent, or for the serious health condition of the employee, 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
2. 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. The District will not require the employee to take more leave than is necessary to address the circumstances that precipitated the need for the leave, and will calculate time lost in the same method used to calculate other types of absences, at an increment of no more than one hour.

H. INSURANCE PREMIUMS

During an employee's family or medical leave of absence, the District will continue to provide health, life, vision, and dental insurance coverage for employees who are eligible for insurance benefits. Voluntary deductions (employee contributions) for (dependent) insurance for health/life/vision/dental (and employee disability and/or supplemental life insurance) must be paid in full each month and received by the twenty-fifth (25th) day of the month. Payments are to be submitted to the insurance office. 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 (5) business days of when the District becomes aware of a potential FMLA situation.
- d. **Designation Notice** – Within five (5) 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 Superintendent's office) 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 the 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.

Rev. 1/19

Absences, Leave and Vacation

Domestic/Sexual Violence Victim Leave

Definitions

Abuse: any physical injury, sexual abuse, or emotional abuse inflicted on a child other than by accidental means by those responsible for the child's care, custody, and control, except that discipline including spanking, administered in a reasonable manner, shall not be construed to be abuse. Victims of abuse shall also include any victims of sex trafficking or severe forms of trafficking.

Domestic Violence: abuse or stalking committed by a family or household member, as such terms are defined in this section.

Employment Benefits: all benefits provided or made available to employees by an employer, including life insurance, health insurance, disability insurance, sick leave, annual leave, educational benefits, pensions, regardless of whether such benefits are provided by a practice or written policy of an employer or through an "employee benefit plan".

Family or Household Member: for employees with a family or household member who is a victim of domestic or sexual violence, means a spouse, parent, son, daughter, other persons related by blood or by present or prior marriage, other person who shares a relationship through a son or daughter, and persons jointly residing in the same household.

Reasonable Safety Accommodation: an adjustment to a job structure, workplace facility, or work requirement, including a transfer, reassignment, modified schedule, leave, a changed telephone number or seating assignment, installation of a lock, implementation of safety procedure, or assistance in documenting domestic violence that occurs at the workplace or work-related settings, in response to actual or threatened domestic violence. Any exigent circumstances or danger facing the employee or his or her family or household member shall be considered in determining whether the accommodation is reasonable.

Reduced Work Schedule: a work schedule that reduces the usual number of hours per work week, or hours per workday of an employee.

Sexual Assault: causing or attempting to cause another to engage involuntarily in any sexual act by force, threat of force, duress, or without that person's consent.

Sexual Exploitation: knowingly recruiting, enticing, harboring, transporting by any means, including the use of force, abduction, coercion, fraud, deception, blackmail, or causing or threatening to cause financial harm to another person for the use or employment of such person in a commercial sex act, sexual conduct, a sexual performance, or the production of explicit sexual

materials without his or her consent or benefit, financially or by receiving anything of value from participation in such activities.

Sexual Violence: a sexual assault or trafficking for the purposes of sexual exploitation.

Victim Services Organization: a nonprofit, nongovernmental organization that provides assistance to victims of domestic violence or to advocate for such victims, including a rape crisis center, a child advocacy center, an organization carrying out a domestic violence program, an organization operating a shelter or providing counseling services, or a legal services organization or other organization providing assistance through the legal process.

Activities Entitled to Leave

1. Seeking medical attention for or recovering from physical or psychological injuries caused by domestic or sexual violence to the employee or the employee's family or household member.
2. Obtaining service from a victim service organization for the employee or for the employee's family or household member.
3. Obtaining psychological or other counseling for the employee or for the employee's family or household member.
4. Participating in safety planning, temporarily or permanently relocating or taking other actions to increase the safety of the employee or for the employee's family or household member from future domestic or sexual violence, or to ensure economic security.
5. Seeking legal assistance or remedies to ensure the health and safety of the employee or the employee's family or household member, including preparing for or participating in any civil or criminal legal proceeding related to or derived from domestic or sexual violence.

Certification Requirement

The District requires employees using unpaid leave under this Policy to provide certification that the employee or the family or household member is a victim of domestic or sexual violence. The certification shall also provide that the leave is for purposes provided in this Policy. Such certification shall be provided to the employee's supervisor within a reasonable period after the notice of intent to take leave.

Certification of leave shall include employee's sworn statement and the following:

1. Documentation from an employee, agent, or volunteer of a victim services organization, an attorney, a member of the clergy, or a medical or other professional from whom the employee or the employee's family or household member has sought assistance in addressing domestic or sexual violence and the effects of such violence; or
2. A police or court record; or
3. Other corroborating evidence.

All information provided to the District by the employee seeking or receiving leave shall be retained in the strictest confidence by the District. For purposes of the Sunshine Law, these documents are considered to be a closed record.

Benefits and Status Reporting

Employees taking leave under this Policy will not incur any loss of employment benefits which had accrued up to the date of leave. The District will recover from employee the premiums paid by the District for maintaining coverage for the employee and for the employee's family or household member if the employee fails to return from leave. The District will require employees utilizing leave to periodically provide the District with the status and intention of the employee to return to work.

Reasonable Safety Accommodation

Eligible employees seeking a reasonable safety accommodation, as defined in this Policy, will be required to submit a written statement signed by the employee or by an individual acting on the employee's behalf. Such statement must certify that the requested reasonable safety accommodation is for the purposes authorized by this Policy.

PERSONNEL SERVICES

Regulation 4331

Absences, Leave and Vacation

Vacation

Vacations shall be accrued in accordance with the number of full months worked since the previous July 1. Employees who are terminated from service in the District before taking vacation shall receive vacation pay prorated in accordance with the number of full months worked since the previous July. However, employees who terminate with less than six months service after July 1 will receive no vacation benefits.

Vacations must be taken at a time convenient to the District and must be approved by the immediate supervisor of the employee and/or the Administrator of that department.

Twelve Month Employees

All full-time twelve (12) month employees shall be entitled to take vacation with pay, as accrued each year of employment in the District, based on the following schedule:

<u>Length of Service</u>	<u>Earned Vacation</u>
Less than six (6) months	None
Six (6) months to one year	5 workdays
One (1) year to five (5) years	10 workdays
Five (5) years and over	15 workdays
Ten (10) years and over	18 workdays
Twenty (20) years and over	20 workdays

Eleven Month Employees

All full-time eleven (11) month employees shall be entitled to take vacation with pay, as accrued each year of employment in the District, based on the following schedule except for those that are grandfathered (employed prior to August 2011):

<u>Length of Service</u>	<u>Earned Vacation</u>
Less than six (6) months	None
Six (6) months and over	5 workdays

As of June 30 of each year, up to one-half of the annual vacation allotment for certificated and grandfathered personnel, if unused, will be compensated at the employee's current daily rate. This compensation will be included in the July paycheck. All other vacation days, if unused by June 30, will be forfeited.

Professional Activities, Training and Professional Growth

General Professional Development

All regularly employed teachers must have a bachelor's degree acceptable for certification by the Missouri Department of Elementary and Secondary Education.

In order to advance upon the experience steps of the salary schedule, all teachers who have not earned and been granted a master's degree must fulfill the requirements for professional improvement:

Five (5) semester hours of credit shall be earned by each teacher within each succeeding five-year period of teaching service in The School District of Independence. Any exception to this rule shall be by special action of the Board of Education.

The five hours of required credit may be earned as follows:

- (a) regularly granted college semester hours as evidenced by a transcript from an accredited institution, provided the courses have a direct relationship to the teaching assignment;
- (b) one (1) credit hour for each ten (10) hours of participation in workshops, seminars, curriculum study committees, or local in-service courses that have been approved, organized, planned and executed under the supervision of the Office of Educational Programs;

Failure to meet the professional improvement requirements will result in ineligibility for additional wage benefits until such requirement is fulfilled. Those who qualify and submit appropriate verification by August 10 will advance one increment step for the complete year, effective September. Those who qualify and submit verification by August 10 will advance one increment step for the complete year effective in October.

In order to advance to the additional preparation columns of the salary schedule requiring graduate level preparation, the acceptable credit will be semester hours from an accredited graduate school and must be acceptable toward a graduate degree granted by the college or university.

PERSONNEL SERVICES

Regulation 4411

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 proceeding 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. When possible, mentors will 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 satisfy graduate-level credit equivalences will receive appropriate credit on the District's salary schedule if the District's salary schedule considers a teacher's completed credit hours in graduate-level courses on its salary schedule. Unless reauthorized by the General Assembly, the teacher externship program will expire on September 2024.

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 to the Superintendent/designee fourteen (14) days prior to scheduled Board meetings. Further, requests 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 nonmembers being reimbursed 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 only 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 responsibility of the Superintendent/designee.
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. An 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.

PERSONNEL SERVICES

Regulation 4505

Compensation

Salary Schedules

Certificated Staff

Employees shall be classified for salary schedule purposes upon issuance of contracts for each school year and shall be placed on the schedule according to their training, experience, position, and any other factors which may be included in the schedule. Contracted employees must request change and submit evidence of additional professional preparation that affects their classification on the salary schedule. Changes in contractual status shall become effective at the beginning of the school year for those who qualify on or before September 1. Those who qualify on or before January 10 will be reclassified on that date and will receive one-half the adopted increase for that school year.

An annual increment when authorized shall be given as long as satisfactory service is rendered.

Increments for teaching experience or the equivalent outside the district may be allowed to a maximum of ten (10) steps. The number of steps to be allowed shall be based on the degree of similarity of such experience and the teacher's assignment within the District. This allowance shall be determined by the Superintendent of Schools and shall be established at the time of first employment in the District.

Allowable credit for active military service shall be one step for each twelve (12) months or major fraction thereof to maximum credit of four (4) steps. Military credit in addition to teaching experience credit shall not exceed five (5) steps.

Personnel entering the system during periods of salary schedule adjustments will not enter the salary schedule above a teacher frozen on a given step with comparable experience.

Personnel returning to the District following a break in service shall receive credit for all accumulated service time in the District and shall be placed on the step of the salary schedule they would have been entitled to for the next year of service had they remained under contract. Teaching experience outside the District during the break in service to this District will not exceed the allowed years referenced in the third paragraph above.

PERSONNEL SERVICES

Regulation 4510

Compensation

Long-Term Disability Insurance Benefit

Beginning October 1, 2004, Board paid long-term disability insurance will be provided for eligible employees (25 or more hours per week).

The long-term disability insurance plan may be accessed after 90 calendar days, which is approximately 65 workdays.

Long-term disability insurance can only be used for the illness of the employee.

Prior to accessing the long-term disability insurance, all accumulated sick leave must be exhausted.

Added 6/28/04

PERSONNEL SERVICES

Regulation 4540

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 benefits 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.

Group insurance benefits are made available to full-time personnel, as defined by the District and/or the insurance provider.

PERSONNEL SERVICES

Regulation 4650

Performance Evaluation

Communication with Students by Electronic Media

“Private Electronic Communication” is any communication, appropriate or inappropriate, that is facilitated through electronic means (including, but not limited to, e-mail accounts, social media, software applications, text/voice/video chat software, websites, webpages, or cell phones) that is not readily and immediately accessible to the public. Examples of Private Electronic Communications include, but are not limited to: sending e-mails to students from any e-mail account including a district e-mail account, texting students, accepting Facebook friend requests from students or sending Facebook friend requests to students, posting on a student’s Facebook wall, sending messages to students through the Facebook messenger, direct messaging students on Twitter, messaging with students via Gchat or other text messaging software, video chatting with students such as through Skype, Google Hangout, or FaceTime, communicating with students through software applications that do not make such communications accessible to the public, and communicating with students through websites or webpages that are not accessible to the public.

Employees are strictly prohibited from engaging in Private Electronic Communications with students unless they have received prior written authorization from building administration or in the case of an emergency. Employees who receive student-initiated, Private Electronic Communications from students must report such communications to their building principal and copy or blind copy the building principal on any response.

This policy does not preclude electronic communication between teachers and their siblings and children who may be district students.

"Public Electronic Communication" is any communication consistent with an appropriate teacher-student relationship that is facilitated through electronic means (including, but not limited to, social media, software applications, websites, or webpages) that is readily and immediately accessible to the public. Examples of Public Electronic Communications include, but are not limited to: establishing and communicating with students through websites or webpages that can be accessed by the public, establishing a professional Twitter account that is visible to the public and not protected, communicating with students via public tweets, and establishing a public Facebook page for your class.

Employees are permitted to engage in Public Electronic Communications with students. As set forth in Policy 4650, Public Electronic Communications with students must be professional, respectful, consistent with a teacher-student relationship, and appropriate.

Employees are prohibited from posting pictures or videos of students on social media, software applications, websites, or webpages and from identifying students by name in posts on software

applications, websites, webpages, or social media, except student's pictures and first names may be posted where written consent has been obtained as explained below. For example, employees are prohibited from posting pictures of students in the classroom or participating in extracurricular activities on Twitter or on a class webpage and from naming specific students in posts on Facebook or other social media.

If an employee has obtained written consent from the student's parent/guardian or from the student if the student is 18 years old or older, then the employee may post a picture of the student and/or the student's first name only on software applications, websites, webpages, or social media.

Nothing in this Regulation prohibits teachers from utilizing official electronic media provided by the district for communicating with students for dissemination of school-related information (*i.e.*, homework, practice schedules, supplemental instructional material) and for collaborative tasks. These resources shall be used strictly for instructional, curriculum-based, or educational purposes. Such use of electronic communication is encouraged in support of new curriculum and student/teacher standards for educational technology integration.

PERSONNEL SERVICES

Regulation 4710

Separation

Resignation: Certificated Staff

Certificated employees who wish to resign should address a letter of resignation to the Superintendent/Designee and the principal/supervisor to be presented to the Board of Education. Resignations shall only become effective by release by the Board of Education. The letter should state reasons, and an effective date for the resignation.

The Board will require a teacher wishing to terminate his or her contract to pay liquidated damages in order to compensate the District for the costs of finding a suitable replacement, training expenses and other disruptions. Because the actual damages will be difficult to ascertain, the payment of liquidated damages set forth herein is a reasonable estimation.

Resignations of teachers under contract will be considered according to the following conditions:

- 1) Resignations must be submitted in writing to the Board of Education accompanied by a certified check or money order for the proper amount of liquidated damages. The check will be returned if the teacher is not released from his or her contract.
- 2) Liquidated damages will be assessed as follows:

Date Resignation Submitted	% of Teacher's Salary Amount
After June 1 but prior to June 15	5%
After June 14 but prior to July 1	6%
After June 30 but prior to July 15	7%
After July 14 but prior to August 1	8-%
After August 1	10%

In the event that a newly hired teacher or a probationary teacher signs a contract for the following school year, and wishes to be released from his or her contract from the date of execution of the contract of employment but prior to June 15, the calculation of liquidated damages will be 3% of the teacher's salary amount, and such teacher must apply for release from his or her contract of employment in accordance with the procedure set forth previously herein.

In the event that a resignation is not approved by the Board and the teacher breaches his or her contract of employment, the Board may pursue any lawful remedies and exercise any lawful rights including, but not limited to, monetary damages and an action to seek revocation of the teacher's certificate of license to teach.

The Board reserves the right to evaluate the assessment of liquidated damages and further reserves the right to waive liquidated damages on a case-by-case basis.

Rev. 8/15
Rev. 3/22

Separation**Nonrenewal/Termination: 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:

Nonrenewal

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 nonrenewed 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 nonrenew the contract of a probationary teacher.
3. A probationary teacher whose contract is nonrenewed 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)/Superintendent 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. Prior to consideration of termination, the Board/Superintendent will provide the probationary teacher with a written Statement of Charges and Notice of Hearing. Upon request, the Board will conduct a due process hearing to consider termination.
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 the notice of deficiency is issued, a 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 time 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 advise the teacher of the proposed date of hearing. However, if the teacher does not request a hearing, the Board may vote 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 neither 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 vote 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

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: Non-Certificated Staff

1. Non-Certificated Staff 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 non-certificated employee, while on unrequested leave, shall keep the Human Resource 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.

Staff Welfare

Employees with Communicable Diseases

If an employee has, or has been exposed to an infectious or contagious disease or is reasonably believed to have an infectious or contagious 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 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 or contagious, 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 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

Communication to the Board from District employees concerning personnel 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.

All regular meetings of the Board are open for the public to attend. As such, they provide an excellent opportunity to observe 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.

PERSONNEL SERVICES

Regulation 4840

Staff Welfare

Conflict of Interest

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

1. Central Office administrators 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.
Rev. 6/06
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)

A. Definitions

1. “Grievance” - A claim by an 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 provides a means of resolving disputes i.e. non renewal, termination, and reduction in force.
2. “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. When counting days, begin with the first day following the event.

B. Informal Resolution

1. 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.
2. The purpose of this informal conference is to attempt to provide clarification of the issue and, where possible, resolve the dispute.

C. Formal Process

1. Step One - Immediate Supervisor - If the dispute is not resolved within four (4) days of the informal conference, the employee may initiate the formal procedure by completing the District Dispute Form and submitting the form to the employee’s immediate supervisor.
 - (a) A completed District Dispute Form must be submitted to the employee’s immediate supervisor within ten (10) days of the informal conference.
 - (b) Within four (4) days of receipt of the completed District Dispute Form, the immediate supervisor will schedule a meeting with the employee and the employee’s representative, if desired.
 - (c) Within ten (10) days of this conference, the immediate supervisor will provide the employee with a written response to the dispute.

2. 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.
 - (a) To proceed to Step Two, the District Dispute Form must be submitted to the Superintendent within four (4) days of receipt of the Step One decision.
 - (b) Upon receipt of the District Dispute Form, the Superintendent shall designate a District employee to hear the Step Two dispute.
 - (c) Within four (4) days of receipt of the District Dispute Form, the Superintendent's designee shall schedule a conference with the employee and the employee's representative if desired.
 - (d) Within ten (10) days of the conference the Superintendent's designee will provide the employee with a written response to the dispute.

3. Step Three: Review by the Superintendent - If the employee is not satisfied with the resolution of Step Two, the employee may refer the District Dispute Form to the Superintendent for direct review.
 - (a) To proceed to Step Three, the District Dispute Form must be submitted to the Superintendent within four (4) days of receipt of the Step Two decision.
 - (b) Within four (4) days of receipt of the District Dispute Form, the Superintendent shall schedule a conference with the employee and his/her employee representative, if desired
 - (c) Within ten (10) days of this conference, the Superintendent will provide the employee with a written response to the dispute.

4. Step Four: Board of Education Review - If the employee is not satisfied with the resolution at Step Three, the employee may refer the District Dispute Form to the Board for their consideration.
 - (a) To proceed to Step Four the District Dispute Form must be submitted to the Superintendent within four (4) days of receipt of the Step Three decision.

- (b) At the next regular Board meeting following the submission of the District Dispute Form, the Board will consider the dispute and determine whether to conduct a formal review of the dispute.
- (c) If the Board determines that a formal review is not necessary, the decision at Step Three becomes final.
- (d) If the Board determines that a formal review is warranted by the dispute, the Board will set a date for formal review.

Procedures for Formal Review.

- (e) At formal review both parties are entitled to be represented by legal counsel.
- (f) Procedures for formal presentations of the dispute are determined by the Board in its discretion.
- (g) Within ten (10) days of the formal review, the Board will provide the employee with its written decision.
- (h) The decision of the Board is final and binding on all parties.

D. Miscellaneous Provisions

- 1. Failure to Comply with Timelines
 - (a) Failure of an employee to comply with the timelines provided in the procedures above, will result in final rejection of the dispute.
 - (b) 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.
- 2. Witnesses or Documentation - Neither party to a dispute will be permitted to add witnesses or documentation which was not provided at preceding steps.
- 3. No Retaliation - No employee will be retaliated against for the good faith submission and processing of a dispute under these regulations.

4. Sexual Harassment or Civil Rights Grievances – The provision does not limit the right of any employee to file grievances under Board Policy and Regulation 4810 – Sexual Harassment, or Policy and Regulation 1310-Civil Rights, Title IX, Section 540.

E. Procedure for Association Claims

1. Informal Resolution – If the Association believes there has been a violation, misinterpretation, or misapplication of any written laws, policy, rules, orders, administrative regulations, procedures, or the association agreement, representations of the Association must meet with the Superintendent prior to filing a formal grievance. The purpose of this information conference is to attempt to provide clarification of the issue and, where possible, resolve the dispute.
2. Formal Process
 - (a) Step One – Superintendent - If the Association believes the dispute is not resolved, they may within ten (10) days initiate the formal grievance procedure by completing a District Dispute Form and submitting the completed form to the Superintendent. Upon receipt, the Superintendent shall again meet with the parties of interest. Within ten (10) days of this meeting, the Superintendent will render a written decision and the reasons for the decision to the Association representatives.
 - (b) Step Two – Appeal to Board of Education – Any appeal of this decision by the employee group shall be made in writing to the Board of Education within ten (10) days following receipt of the decision. The Board of Education shall meet with the parties of interest and render a decision on the appeal and the reasons therefore in writing no later than the close of the second regular Board meeting following receipt of the appeal.

F. Third Party Representation

1. District employees shall have the right to third party representation when asked to meet with a building level administrator and/or an immediate supervisor when/if a professional improvement plan or job threatening written reprimand is to be discussed. This provision shall not apply if the meeting is the first meeting on a particular issue called by the administrator or supervisor and the only persons in attendance are the employee and the administrator or supervisor. This does not include actions that must be taken immediately.

2. Any subsequent meetings on the same topic, or in which multiple administrators or supervisors are present, or a job threatening professional improvement plan (certificated) or job threatening written reprimand (support staff) is issued shall allow for employee third party representation, if requested by the employee.
3. This representative must either be a district employee or an employee group representative.
4. Meetings which would allow for a third party representative must be scheduled a minimum of 72 hours in advance, unless this provision is waived by the employee.
5. The representative may confer with the employee but shall not be a spokesperson for the employee.
6. All parties involved in such meetings shall conduct themselves in a professional manner.
7. The addition of the opportunity for third party representation at the building level does not change an employee's right under current policy to have third party representation at meetings regarding employment issues with district level administration.

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. *Clearinghouse* - The Commercial Driver's License Drug and Alcohol Clearinghouse ("the Clearinghouse") is an online database that gives employers and state and federal agencies real-time information about certain drug and alcohol violations committed by commercial driver's license and commercial learner's permit holders. The purpose of the data base is to make information about such violations easier to access and to avoid situations where drivers/applicants intentionally fail to disclose prior work history and prior testing history to a different employer. Records of drug and alcohol program violations will remain in the Clearinghouse for five years or until the driver has completed the return-to-duty process.
3. *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.
4. *Employee* — an individual subject to drug urine and breath alcohol testing. For purposes of pre-employment testing, employee includes an applicant for employment.
5. *Federal Regulation* - The regulation entitled "Controlled Substances and Alcohol Use and Testing" 49 CFR Part 382.
6. *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.
7. *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.

8. *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 Substance Abuse Professional to ensure that the District's employee alcohol and drug program is implemented in accordance with federal regulations and District policy and regulations. The Substance Abuse Professional will also be responsible for collecting and maintaining all records required by federal law. The Substance Abuse Professional'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 device (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, including medical marijuana, 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 perform 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 tests positive, the laboratory will retain the split specimen to ensure that it remains available for testing.
3. Medical Review Officer - The District will contract with a Medical Review Officer. 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 as soon as possible. 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 five days, 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 fourteen (14) 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 covered employee 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 alcohol and/or 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.
3. Once the employee's violation of federal regulation has been reported to the Clearinghouse, the employee may not resume safety-sensitive functions until an inquiry is made to the Clearinghouse which demonstrates that the employee completed the return-to-duty process.

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.

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.
3. The District will report drivers' drug and alcohol program violations to the Clearinghouse within three (3) business days after District administrators become aware of the violation.

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. The District will retain records of all Clearinghouse inquiries obtained on applicant/driver for a period of three (3) years.

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.

Federal Driver's Drug and Alcohol Clearinghouse

The District fully participates in the federal Commercial Driver's License Drug and Alcohol Clearinghouse (hereinafter "Clearinghouse"). The purpose of the Clearinghouse database is to make information about driver drug and alcohol violations easier to access and to avoid situations where driver/applicants intentionally fail to disclose prior work history and prior testing history to a different employer. The goal of the program is to provide safe transportation for District students.

Registration with the Clearinghouse

School officials will register with the Clearinghouse at <https://clearinghouse.fmcsa.dot.gov/Register>.

The District authorizes the Director of Transportation to report information to or obtain information from the Clearinghouse and will verify the identity of that person annually.

Employee Notification

The District will give notice to employees who are subject to the federal drug and alcohol testing requirements and will report the following to the Clearinghouse:

1. Drug and alcohol program violations;
2. Verified positive or adulterated test results;
3. Refusal to submit to DOT mandated test;
4. Any alcohol or controlled substance use that is prohibited by federal regulations; and
5. Information concerning employees' follow-up and return-to-duty tests.

Each covered employee must sign a receipt indicating that he/she has received educational materials that explain the requirements of the federal alcohol and drug testing regulations and the District's policies and procedures relating to compliance with meeting their requirements.

Employee and Applicant Clearinghouse Inquiries

Pre-Employment Inquiry

1. All applicants who would be subject to this policy if employed by the Board must consent in writing to the release of any information gathered pursuant to federal regulation by any previous employers and must give written or electronic consent to any information sought by school officials of the Clearinghouse.
2. Before employing any applicant subject to this policy, school officials shall obtain, pursuant to the applicant's written consent, all records maintained by the applicant's previous employer regarding violations of federal regulation in the three years prior to the inquiry date. School officials will also seek information from the Clearinghouse to obtain any information regarding the applicant's violation of federal regulation.
3. If school officials obtain information from the applicant's previous employer or from the Clearinghouse that the applicant committed a violation of federal regulation and has not subsequently completed the return-to-duty process under federal law, the applicant may be disqualified from employment.

Annual Inquiry

School officials will conduct a limited inquiry of the Clearinghouse at least once per year for each employee subject to this policy pursuant to the employee's written or electronic consent in order to determine if there is information about the employee in the Clearinghouse. If information exists about the employee, school officials will conduct a full query of the

Clearinghouse within 24 hours of initiating the limited inquiry.

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