

WELCOME to Paris R-II Schools

Home of the Coyotes



**Paris R-II District
Faculty Handbook
2018-2019**

ADMINISTRATION AND SCHOOL CONTACT INFORMATION

WELCOME to Paris R-II Schools **Home of the Coyotes**

Board of Education

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JR/SR High Principal

Mr. Chris Willingham

Elementary Principal

Ms. Wendy Reid

Activities Director

Mr. Gary Crusha

JH/HS Guidance Counselor

Mrs. Lisa Youse

A+ Coordinator

Mrs. Lisa Youse

Contact Information

PARIS ELEMENTARY..... 660-327-5116
PARIS JUNIOR HIGH..... 660-327-4111
PARIS HIGH SCHOOL..... 660-327-4111
SUPERINTENDENT..... 660-327-4112
DIRECTOR OF TRANSPORTATION..... 660-327-5631
ATHLETIC DIRECTOR..... 660-327-4891

R 1405 Parent/Family Involvement in Education

In order to implement the Board's commitment to parent/family involvement in students' education, the District has implemented an educational involvement plan with the following features:

1. Regular two way communication between school and parents/families. Such communication will include but not be limited to scheduled parent visits to school, electronic communication, use of translators, parent volunteers, and other programs recommended by the Parent/Family Involvement Committee.
2. Assist parents in developing positive, productive parenting skills, as well as positive productive means of interacting with District administrators and staff.
3. Provide professional development opportunities for District staff to facilitate productive parent/school involvement in promoting education of District students.
4. Involve parents in meaningful activities to enhance student learning.
5. Enhance opportunities for parents/families to visit schools in a safe and open atmosphere. Such opportunities will include, but are not limited to, identifying roles for parent volunteers, providing training for volunteers and provision of family activities at school.
6. Affirmatively involve parents in school decisions which affect their children.
7. Utilize community resources to promote and strengthen school programs, family practices, and student learning.

P 2150 Searches by School Personnel

School lockers and desks are the property of the Board of Education and are provided for the convenience of students, and as such, are subject to periodic inspection without notice, without student consent, and without a search warrant. The lockers and desks may be searched by school administrators or staff who have a reasonable suspicion that the lockers or desks contain drugs, alcohol, material of a disruptive nature, stolen properties, weapons, items posing a danger to the health or safety of students and school employees, or evidence of a violation of school policy. In addition, the Board of Education authorizes the use of trained dogs to sniff lockers or other school property to assist in the detection of the presence of drugs, explosives, and other contraband.

Students or student property may be searched based on reasonable suspicion of a violation of District rules, policy or state law. Reasonable suspicion must be based on facts known to the administration, credible information provided or reasonable inference drawn from such facts or information. The privacy and dignity of students shall be respected. Searches shall be carried out in the presence of adult witnesses, if such witnesses are available. Students may be asked to empty pockets, remove jackets, coats, shoes and other articles of exterior clothing for examination if reasonable under the circumstances.

No employee shall perform a strip search of any student. The exception to this would be if a school administrator reasonably believes that a student possesses a weapon, explosive, or substance that poses an imminent threat of physical harm to himself or herself or another person, and if a commissioned law enforcement officer is not immediately available. Strip searches may be conducted by, or under the authority of, a commissioned law enforcement officer.

Students are permitted to park on school premises as a matter of privilege, not of right. The school retains the authority to conduct routine patrols of the student parking lots. The interior of a student's automobile on school premises may be searched if a school administrator has reasonable suspicion to believe that illegal, unauthorized or contraband items, or evidence of a violation of school policy is contained inside the vehicle.

Law enforcement officials shall be contacted if the search produces a controlled substance, drug paraphernalia, weapons, stolen goods or evidence of a crime, in any case involving a violation of law when a student refuses to allow a search, or where the search cannot safely be conducted. Parents may also be contacted. A student who refuses to submit to a search may be appropriately disciplined by school officials.

P 2525 Graduation Requirements

The graduation requirements set out in this policy will apply to the Class of 2010. Students who will be in the ninth (9th) grade for the 2006-07 must adjust their schedules for each school year beginning 2006-07 to satisfy the minimum requirements for high school graduation in 2010.

The minimum graduation requirements effective for the Class of 2010 are as follows:

Communication Arts	4 units
Social Studies	3 units
Mathematics	3 units
Science	3 units
Fine Arts	1 units
Practical Arts	1 units
Physical Education	1 units
Health Education	1/2 units
Personal Finance	1/2 units
Electives	7 units
Total	24 units

The District will accept courses offered through Missouri's K12 Virtual Instructional Program (MoVIP) as units of credit meeting state and local graduation requirements provided however the quantity and quality of completed student works meets standards applicable to the District's traditional program. (See Policy Virtual Instruction Program).

Eligible students as defined in Regulation 2525 may pursue a timely graduation from high school through the School Flex Program. Eligible students participating in the School Flex Program will be considered full-time students.

2673 Reporting of Violent Behavior

All school employees are required to notify their immediate supervisor if they have reason to believe that a student or District employee has committed any of the offenses set out below, has physically or sexually abused any District student, or has possessed a controlled substance or weapon in violation of District policy. The principal will immediately report to the appropriate law enforcement agency and to the

Superintendent/designee any instance where a student is found to be in possession, on their person or in their possession, of any weapon defined in [Regulation 2620](#) or of controlled substances, or is found to have placed such substances elsewhere on school premises. For purposes of this regulation, "school premises" shall be defined to include school property, school playgrounds, school parking lots, school buses, or at school activities whether on or off school property.

Reportable Offenses

1. First degree murder
2. Second degree murder
3. Kidnapping
4. First degree assault
5. Forcible rape
6. Forcible sodomy
7. Burglary in the first degree
8. Burglary in the second degree
9. Robbery in the first degree
10. Distribution of drugs
11. Distribution of drugs to a minor
12. Arson in the first degree
13. Voluntary manslaughter
14. Involuntary manslaughter
15. Second degree assault
16. Assault (except as provided in the Agreement contained in [Form 2673](#))
17. Felonious restraint
18. Property damage in the first degree
19. Possession of a weapon
20. Child molestation in the first degree
21. Deviate sexual assault
22. Sexual misconduct involving a child
23. Sexual assault

Teachers and other authorized personnel who report violent acts or threats of violent acts to their supervisors in compliance with state law and in conformity with District policies have civil immunity. Teachers and other authorized personnel who act in conformity with the District's discipline policies and regulations also have civil immunity.

Records of Serious Violations

The Superintendent/designee will prepare and maintain records of serious violations of the District's discipline policy. Individual student records are available to school employees who are directly responsible for the student's education or who interact with the student in the performance of the employee's duties. In addition, such discipline records will be made available within five (5) days to any requesting school district where the student seeks to enroll.

The District will report, in compliance with state regulations, the number, duration of and reasons for expulsions and suspensions of more than ten (10) days. The Superintendent will also notify the appropriate division of the Juvenile court of the suspension for more than ten (10) days of any student under court jurisdiction.

R 2710 Reporting Child Abuse

Procedure for Reporting Abuse and Neglect

1. When a student reports alleged sexual misconduct on the part of a teacher or other school employee to another school employee such employee and the Superintendent shall forward the information within twenty-four (24) hours of receiving the information to the Children's Division at 1-800-392-3738.
2. However, if the report of alleged sexual abuse or neglect is received from someone other than a student, a report will be made to the Children's Division if the District has reason to believe that a child has been or is likely to be abused or neglected by telephoning the Abuse Hotline at 1-800-392-3738. The call will be logged with the date, time and nature of the report.
3. School personnel will not notify the student's parents that a Hotline report has been made.
4. When CD representatives interview students on District property, a school staff member will be present. CD representatives may not meet with a child at any school or childcare facility where abuse of the child is alleged to have occurred.
5. When CD receives a report of suspected abuse involving a school employee, other than reports made under subsection (1), the CD is required to notify the Superintendent. If the alleged perpetrator is the Superintendent, CD will notify the Board President. However, if the report relates to spanking or the use of reasonable force to protect persons or property pursuant to Board policy, a report will be made to county law enforcement officials. The investigation into such report will be made by a law enforcement official in the county.
6. When the District and student involved request mediation of the child abuse situation in a school setting, the matter will be referred to the Office of Child Advocate.

P 4110 Equal Opportunity Employment

The Board of Education of the School District is an equal opportunity employer. The Board is committed to providing equal opportunity for all individuals in all areas of recruitment, selection, placement, training, assignment, transfer, compensation, benefits, discipline, retention, and promotion. The Board commits itself to the policy that there shall be no unlawful discrimination or harassment against any person because of race, color, religion, age, sex, national origin, ethnicity, disability, sex orientation or perceived sex orientation. All decisions with regard to employment shall be in compliance with applicable state and federal laws.

The Board is required by the Immigration Reform and Control Act to employ only American citizens and aliens who are authorized to work in the United States. The purpose of this law is to preserve jobs for those individuals who are legally entitled to them.

P 4120 Employment Procedures

The Board of Education, upon recommendation of the Superintendent, votes on the employment of all staff members. In approving applicants the Board will be guided by the desire to obtain individuals committed to providing the highest quality education for the District's students. For Title I staff qualifications and hiring, refer to [Policy](#) and Regulation 1621 - Title I.

No person will be employed by the Board until the District obtains a clear criminal records check and a clear check of the Child Abuse/Neglect Registry maintained by the Missouri Department of Social Services. Similarly, all persons employed by outside vendors/contractors who will have contact with students will be required to successfully undergo a criminal records and a clear check of the Child Abuse/Neglect Registry prior to contact with students. Such background checks will be performed at the vendors/contractors' expense and will, upon request, be shared with the District. All finalists for an employment position will be required to sign a release of liability authorizing prior employers, including school districts, to furnish any information about the applicant and the applicant's work performance, including but not limited to discipline records and performance evaluations. The administration may also conduct random background checks after employment. Failure to check references and prior employment for new hires prior to their start date may result in disciplinary action up to and including suspension without pay.

As part of the criminal records check, any person employed after January 1, 2005, shall submit two sets of fingerprints to be used by the Missouri Highway Patrol and the Federal Bureau of Investigation. The fingerprints shall be collected pursuant to standards determined by the Missouri Highway Patrol.

All vacancies should be posted for a minimum of ten (10) school days before the Superintendent may recommend a qualified applicant to the Board for employment. In an emergency situation the Superintendent may temporarily employ an applicant prior to the expiration of the posting. The temporary applicant may be considered along with other applicants for the position after the ten days. However, in order to hire a Board member's spouse, the position must have been advertised. (Refer to Policy 0342 - Nepotism, Conflict of Interest and Financial Disclosure.)

The Superintendent or his designee is the person who shall respond to requests from potential employers for information regarding a former District employee. The information the District should provide is title, position, length of employment, whether the employee was terminated or resigned, and whether the District would re-hire the employee.

Additionally, when requests for information regarding a former employee against whom allegations of sexual misconduct involving a student have resulted in the employee being terminated or resigning in lieu of termination, or allegations of sexual misconduct have been substantiated by Children's Division, the Superintendent or his designee shall disclose the allegations of sexual misconduct and the findings of a CD investigation when responding to requests for information to a potential public school employer .

Any school district employee who is permitted to respond to requests for information, acting in good faith, who reports authorized information, as provided in this policy or, who, in good faith, reports alleged sexual misconduct on the part of a District employee, will not be disciplined or discriminated against because of such report.

This foregoing policy is intended to comply with the Amy Hestir Student Protection Act, Senate Bill 54, including section 162.068 RSMo. The District shall provide notice of this policy to all current employees and to all potential employers who contact the District regarding the possible employment of a District.

P 4125 Notice of Arrest, Abuse Complaint, Traffic Citation

Every employee and volunteer who is arrested for a criminal act, felony, or misdemeanor must notify their supervisor in writing within three (3) work days of the arrest. Similarly, every employee/volunteer must notify their supervisor within the same time period of notice of a child abuse complaint against them. Traffic violations related to Driving Under the Influence will be treated as a criminal arrest. In addition to the preceding, transportation employees must notify their supervisors of any moving traffic violations whether or not on work time.

Whenever the District receives a finding of substantiated sexual or physical abuse from the Children's Division against an employee, the employee will be immediately suspended with pay. The employee so affected may be returned to work if the allegation is unsubstantiated, revised or reversed on appeal.

R 4130 Certificated Staff Contracts

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

Probationary teachers will be notified in writing of the Board's intent to 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 reemployed 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 one 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 one-year contracts, and who are notified of renewal, will receive a written contract on or by May 15, and will have fifteen (15) days to accept the contract.

P 4131 Extra Duty and Extended Duty Contracts

Certificated employees may be contracted to provide sponsorship and coaching duties as recommended by the Superintendent and approved by the Board. Compensation for such positions will be provided in accordance with a Board approved extra duty salary schedule.

Certificated employees may be contracted for additional days beyond the regular contract period. Compensation for such extended duty will be calculated on the existing salary schedule. The Board may establish a separate salary schedule for summer school assignments.

Assignment to extra duty, extended duty and summer school is for one (1) year only and may be renewed or eliminated annually upon the recommendation of the Superintendent and at the discretion of the Board.

P 4140 Certificated Personnel Reemployment

The reemployment of teachers shall be considered not later than the regular March meeting of the Board. All employees shall be recommended by the Superintendent and the appropriate principal.

P 4210 Transfer Request

Staff accepting employment with the District agrees to accept the building assignment of the Superintendent of Schools. Staff will not be assigned where they would be under the direct supervision of a member of the employee's immediate family (father, mother, son, daughter, sister, brother, or spouse).

Staff transfers may be initiated by administrative directive or by staff request. In order to facilitate awareness of opportunities, the Superintendent/designee will post vacancies on bulletin boards in each school. The decision concerning filling of the vacancy or new positions by transfer will be made by the Superintendent in consultation with the building principals affected.

An employee who desires a change in grade and/or subject assignment and/or a transfer to another building shall request the transfer on the prescribed form which will be available in the Personnel Office.

An employee must accept the transfer requested unless he/she has notified the administration in writing of a desire to withdraw the request and said notification is received by the principal and Superintendent/designee before the date on which notification of transfer is sent to the teacher.

P 4220 Certificated Staff Duties, Schedules and Working Hours

The school year will be set annually by the Board of Education. The start date, end date, and number of contracted days will be contained in staff contracts. The length of the teaching day will also be set by the Board.

Certificated staff are required to be on duty during the teaching day. In addition to the teaching day, certificated staff are required to attend scheduled staff meetings, parent conference days, IEP meetings, and other meetings as may be determined by the administration and Board of Education.

R 4220 Certificated Staff Duties, Schedules and Working Hours

Normal Working Day

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

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

Snow/Emergency Days

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

Duty Free Lunch

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

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

P 4310 General Attendance

Regular attendance is essential in providing District students with a high quality of instruction. Eligible certificated staff will have available 10 days of sick leave per school year cumulative to 90 days. Eligible support employees have available 10/14 for 12 month employees; 5 for bus drivers days of sick leave per year cumulative to 90 days.

When employees are absent more than 6 days in any semester or more than 12 days per school year, their absence is considered excessive. The Superintendent/designee will review each incident of excessive absence and may require the employee to provide medical documentation or may consider disciplinary actions up to and including termination.

P 4321 Family and Medical Leave

The Board of Education recognizes that leaves of absence are occasionally necessary due to family or medical reasons. The District has adopted detailed procedures to ensure compliance with the Family and Medical Leave Act of 1993 (FMLA). As provided by District regulations, eligible employees are entitled to use up to twelve (12) workweeks of unpaid leave for family and medical reasons. The Board of Education has designated a District administrator to act as FMLA Compliance Officer. As part of its compliance program, the District will notify each employee of the name, address and telephone number of the District's FMLA Compliance Officer and will provide a statement of commitment to adhere to FMLA regulations. The FMLA Compliance Officer will regularly evaluate the District's FMLA compliance to ensure fair and equitable opportunities for all eligible employees.

R 4321 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 have been considered full-time (for instructional employees); and
3. Be employed at a work-site where the employer employs at least fifty (50) employees within a 75-mile radius.

B. QUALIFYING REASONS FOR LEAVE

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

1. The birth of the employee's child (leave must be concluded within one (1) year of the date of birth).
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, stepchild, 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 covered military member on active duty (or has been notified of an impending call or order to active duty) in support of a contingency operation.
6. 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:** 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's services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), kidney disease (dialysis).
- c. **Exceptions**: Unless complications develop, a Serious Health Condition does not include cosmetic treatments, such as most treatments for acne or plastic surgery, the common cold, the flu, ear aches, upset stomach, minor ulcers, headaches other than migraine, routine dental or orthodontia problems, periodontal disease, etc. Treatment for substance abuse by a health care provider or on referral by a health care provider may be a serious health condition if the conditions of this

policy are met. Absence due to use of the substance, rather than for treatment, does not qualify for FMLA leave.

2. Treatment - Examinations to determine if a serious health 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 or call to active duty status in the National Guard or Reserves:
 - a. Short-notice deployment - notice is received seven days or less from date of deployment;
 - b. Military events and related activities;
 - c. Childcare and school activities - arranging for alternatives or changed circumstances;
 - d. Financial and legal arrangements;
 - e. Counseling;
 - f. Rest and recuperation - during period of deployment;
 - g. Post-deployment activities; and
 - h. Additional activities agreed upon by the employer and employee.
6. Covered Service members - Any **current** member of the Armed Forces, including the National Guard or Reserves.
7. Instructional Employee - A person employed principally in an instructional capacity, whose principal function is to teach and instruct students in a class, a small group, or an individual setting, and includes athletic coaches, driving instructors, and special education assistants such as signers for the hearing impaired. The term does not include teacher assistants or aides 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

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 12 weeks each) for the birth, adoption, or foster placement of a child, or to care for a parent with a serious health condition.

- a. The amount of leave available to an employee at any given time will be calculated by using a "rolling" 12 month period measured backward from the date an employee uses any FMLA leave.
 - b. 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.
 - c. 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 or vacation before continuing such leave on an unpaid basis.

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

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

F. CERTIFICATION

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

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

- . The District's own health care provider;
- i. Human resources professional;
- ii. Leave administrator; or
- iii. Administration official.

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

- c. **Second/Third 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.
 - d. **Fitness for Duty** - Before returning to work, an employee who is on leave for the employee's own serious health condition, must submit to the Superintendent/designee a health care provider's written certification form that the employee is able to perform the essential functions of the employee's job. The process for verifying the employee's fitness to return to duty shall be the same as for the initial certification set out above. Failure to provide a complete and sufficient fitness for duty certification may result in the delay or denial of job restoration.
 - e. **Recertification** - During the employee's leave, the District may periodically seek a recertification, no less than once every thirty days, unless the duration of the leave is known to be longer, in which case the District will not seek recertification until the end of the known duration of FMLA leave. The general rule has three exceptions, which permit the District to immediately seek a recertification from the employee. These exceptions include the following: 1) the employee requests a leave extension; 2) the circumstances necessitating leave change; or 3) the District received information disputing the validity of an earlier certification.
 - f. **Intent to Return to Work** - The District may require an employee to periodically report on the employee's intent to return to work.
 - g. **Family Relationship** - Employees requesting FMLA-qualifying leave related to a family member may be requested to provide reasonable documentation of the family relationship.
2. Qualifying Exigency - The District may require an employee to provide it with a copy of the covered military member's active duty orders in support of a contingency operation, prior to permitting FMLA leave for a qualifying exigency. The District may also require the employee to certify, with reference to appropriate facts, that the reason for taking FMLA leave is permissible as it is one of the eight enumerated basis for taking qualifying exigency leave, as stated above. The process for any such certification shall adhere to the procedure outlined for serious health conditions, listed above.
 3. Care for Covered 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. 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.
 - a. 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.
 - b. 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 family member or the employee's own serious health condition that is foreseeable based on planned medical treatment, and the employee would be on leave for more than twenty (20) percent of the total number of working days over the period of the leave, the District may require the employee to:

- a. Take leave for a period or periods of a particular duration, not greater than the duration of the planned treatment; or
- b. Transfer temporarily to an available position for which the employee is qualified, which has equivalent pay and benefits and which better accommodates recurring periods of leave than does the employee's regular position. The employee must

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

H. INSURANCE PREMIUMS

During an employee's family or medical leave of absence, the District will continue to provide health, 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 business days of when the District becomes aware of a potential FMLA situation.

- d. **Designation Notice** - Within five business days of the District's receipt of sufficient information from the employee to make a determination, the District shall provide the employee with the Designation Notice, which shall inform the employee if the leave shall be designated as FMLA leave. This Notice will designate the amount of leave counted against the employee's entitlement, specify if the FMLA leave will run concurrently with any accrued paid leave, and notify the employee if a fitness-for-duty exam will be required prior to returning to work.
2. Employee Notification Requirements - Absent unusual circumstances, all employees seeking FMLA leave must follow the District's customary call-in procedure for reporting absences. An employee who can reasonably foresee the need to take FMLA leave is required to notify the District of the date of commencement and the expected duration of the leave at least thirty days in advance of the leave, or if the need for the leave is not foreseeable, as soon as practicable. When the need for leave is foreseeable, an employee's failure to provide thirty days' notice prior to taking leave may result in denial or delay of leave. An employee requesting leave under this policy should submit a completed application for leave form (forms available in the 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.

R 4320 Personnel Leave

Paid Sick Leave

Sick leave may only be used for illness of the staff member or the staff member's immediate family. 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. There will be 10 sick days per year, accumulative to 90; \$20.00 per day is paid at the end of the year for days over 90. Twelve month employees shall receive 14 sick leave days per year, accumulative to 90; \$20 per day is paid at the end of the year for days over 90. An employee leaving the district must have completed their 5th year before they are paid for accumulated sick leave.

Personal Leave

Personal leave shall not be allowed the day(s) prior to or the day(s) after a holiday unless an exceptionally critical reason commands it. Employees desiring to use personal days must schedule a request to the faculty principal at least one week in advance. The Superintendent/designee has the right to deny any

request for personal leave that does not conform to the policy or would cause a hardship to students or staff. Employees will be provided with two (2) days of personal leave per year which shall be non-cumulative. Any unused personal days shall be transferred to employee's sick leave account.

Bereavement Leave

A maximum of five (5) days may be used in any school year for bereavement purposes. The superintendent may grant more paid time for special circumstances, such as long distance travel or personal family matters to be settled at this time. Bereavement leave is available only upon the death of a member of the employee's immediate family. Immediate family is defined as spouse, parent (including parent-in-law), grandparent (including grandparent-in-law), child (including daughter-in-law and son-in-law), sibling (including brother-in-law and sister-in-law) and grandchild. Bereavement leave is not accumulative.

Leave for Jury Duty

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

Military Leave

An employee who is a member of the National Guard, or an organized military service of the United States, and who is required by laws of the United States or the State of Missouri to report for military duty, including training, shall be eligible for a grant of military leave.

Application for military leave shall be made in advance, as soon as practicable after the employee becomes aware of his/her obligation to report and immediately 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 to be in the best interest of the District.

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

Each employee shall furnish a copy of the employee's military payroll voucher to the Superintendent/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.

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 nonrenewal of contract by April 15 if a probationary teacher.

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

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

R 4411 Professional Development Program

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

Professional Development Committee

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

Committee Composition

Eligibility to serve on the committee will be restricted to certified employees with a minimum of five years of teaching and /or administrative experience. Members selected will serve for a staggered three (3) year term

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

New Teacher Assistance Program

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

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

R 4420 Conferences and Travel

The following guidelines are established for absence 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 to 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.

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

P 4430 District Committees

Guidelines for District-wide Committees

A written description of each district-wide committee established in the District will be posted in each building explaining the goals and objectives of the committee and the method used to select members to the committee.

Each committee will write a summary report of its findings and/or recommendations and present this to the appropriate administrator. The chairperson of said committee will present this report to the Board of Education at the appropriate scheduled Board meeting.

Guidelines for District-wide Committees with Employee Representation

District-wide committees may be formed for the purpose of recommending policy changes to the administration and Board. Employees who are selected to serve on these committees should represent all buildings and/or interests of the employee group(s).

P 4520 Salary Deductions

Withholding Taxes

A Federal withholding tax is retained for the Collector of Internal Revenue as payment on Federal Income Tax for the current year. The amount withheld is determined by salary and the number of dependents. No salary check will be issued until all withholding forms are submitted.

A State withholding tax is retained for the Missouri Department of Revenue. The amount withheld is determined in the same manner as the Federal Income Tax. Employees may authorize additional sums to be withheld by notifying the payroll department in writing and completing a new W-4 form indicating the additional amount to be withheld each pay period. No salary checks will be issued until all withholding forms are submitted.

Public School Retirement System (PSRS) of Missouri

All full-time teachers and part-time teachers who work seventeen (17) hours or more per week are members of PSRS. Support employees with a teaching certificate are also eligible for membership in PSRS.

Public Education Employees Retirement System (PEERS)

All support employees who work twenty (20) hours or more per week on a regular basis for thirty (30) calendar days are members of PEERS and are also covered by Social Security.

Medical

Medical insurance payments will be deducted for all employees on a twelve (12) month prorated basis each month.

Credit Union and Tax Sheltered Plan

Credit Union and Tax Sheltered Plans will be deducted under the terms of the respective contracts.

Tax Sheltered Annuities

The School District provides for payroll deduction and processing for employees participating in tax-sheltered annuities.

Additional Deductions

Any staff member may authorize additional voluntary deductions for payment of tax-sheltered annuities, dues to professional organizations, credit union, and dependent coverage for medical benefits.

P 4525 Payment of Salary

All certificated employees who are employed in certificated positions will be paid in equal amounts paid over the twelve months of the school year.

All certificated employees who are employed in certificated positions will be paid their full salary earned prior to each payday.

P 4530 Workers' Compensation Benefits

Employees who suffer an injury caused by an accident or occupational disease arising out of and in the course of employment ("work-related injury") will receive benefits paid by the District according to the Workers' Compensation Law of the State of Missouri ("the Law"). Employees driving District owned or subsidized vehicles are not covered by this policy when driving such District owned vehicles to or from the home or to or from the work station. Absence from duty resulting from a work-related injury will be compensated according to the Law. Employees who receive workers' compensation benefits for lost time from work due to a work-related injury are not eligible for additional sick leave or vacation benefits under this policy, except with respect to those employees whose average weekly wage as defined by the Law ("average weekly wage") exceeds the actual wage necessary to obtain the maximum total disability rate as defined by the Law ("maximum wage").

In addition to the benefits for temporary total disability allowed under the Law, an employee whose average weekly wage at the time of the work-related injury exceeds the maximum wage at the time of the work-related injury will receive in wages the difference between the employee's average weekly wage and the maximum wage during the time period such employee is entitled to temporary total disability benefits under the Law. This additional benefit provided herein does not affect an employee's wage rate for purposes of permanent disability benefits.

P 4540 Group Insurance Benefits

The Board of Education directs that medical group insurance coverage for staff members will be provided. The Superintendent/designee will solicit proposals and make recommendations to the Board of Education for approval of the insurance provider.

Employees shall be given information regarding COBRA benefits at the times of employment and separation.

The contract for medical insurance will be submitted for competitive bidding at least once every three (3) years.

For purposes of this policy competitive bidding means public notice of the request for medical insurance bids and the provision of information about district participants, claims history, and the details of the District's existing health insurance policy and proposed modifications.

P 4550 Retirement Compensation

Retirement provisions for all eligible employees will be in accordance with the provisions of the Missouri Public School Retirement System (PSRS) and the Public Education Employees Retirement System (PEERS).

Full-time certificated staff employed after April 15, 1986, are subject to the Medicare portion of Social Security. At the time of initial employment an employee shall be given his/her first COBRA notification. Second notification and continuation of benefits are contingent upon the employee notifying the District of a qualifying event.

Any plan of group health insurance shall include a provision allowing persons who retire, or who have retired, to become members of the plan if they are eligible to receive benefits under the Retirement System, by paying premiums at the same rate as other members of the group.

Employees who retire or who have retired and who are eligible for retirement benefits from either the PSRS or PEERS Plans are eligible to participate in District health benefit programs. In addition, the spouse and/or unmarried dependent children of any employee may also participate in District health benefit programs provided that these family members are receiving or are eligible to receive retirement benefits from either the PSRS or PEERS Systems. The retiree must apply for insurance coverage within the first year he/she is eligible to receive retirement benefits.

P 4610 Certificated Personnel Performance Evaluation

The Board of Education's ultimate goal in education is to provide the highest quality educational experience to all District students. The District's performance-based evaluation system contributes to that goal by promoting the professional improvement of each staff member and, when necessary, by providing data to remove an employee whose employment is detrimental to students.

Performance-based evaluation is a process endorsed by the Board of Education for performance improvement that includes identification of performance expectations, documentation of performance, discussion of performance, development of improvement plans, and making personnel decisions based upon performance. The evaluation process for every employee is an on-going process that takes place every day. Formal, summative evaluations will be prepared and reviewed with each tenured teacher at least every other year. All other District employees will receive summative evaluations annually.

P 4620 Support Staff Performance Evaluation

The development of a competent support staff is a major objective of the performance evaluation. All supervisors and/or principals will complete an annual written evaluation on all support staff under their supervision. The following areas will be evaluated:

1. Job knowledge
2. Quality of work
3. Quantity of work
4. Dependability
5. Cooperation
6. Attendance
7. Punctuality
8. Other areas as appropriate for the specific job

This evaluation will be used to improve job proficiency and to determine eligibility for reemployment.

P 4630 Staff Conduct

The Board of Education requires all staff members to serve as positive role models for District students. District schools exist to provide quality, cognitive, and affective education for District students. In achieving these objectives, staff are required to meet certain performance criteria including, but not limited to:

1. Properly prepare for student instruction.
2. Fully utilize instructional time for learning activities.
3. Maintain students under active supervision at all times.
4. Assess student performance in a regular and accurate manner.
5. Modify instructional goals to meet the needs of each student.
6. Comply with administrative directives.
7. Motivate students to achieve learning objectives.
8. Communicate with students in a professional and respectful manner.
9. Maintain relationships with students in a professional teacher-student model.
10. Review and comply with Board policies, regulations, and procedures as well as related building rules and practices.
11. Properly operate and maintain district property.
12. Utilize district technology solely for school district business.
13. Maintain required records and submit requested reports in a timely manner.
14. Comply with all safety guidelines and directives.
15. Refrain from the use of profane and obscene language.

16. Dress in a professional manner.
17. Attend to all duties in a punctual manner.

P 4640 Teaching Standards

District teaching standards include, but are not limited to:

1. Ensuring that students are actively participating and are successful in the learning process.
2. Teacher will monitor and manage student learning by specific assessment vehicles.
3. Student and teacher will be prepared and knowledgeable of the curricular content.
4. Teacher will maintain students' on task behavior.
5. Teacher will use professional communications and interactions with the school community.
6. Teacher will remain current on instructional knowledge.
7. Teacher will seek and explore changes in teaching behaviors that will enhance student learning.
8. Teacher will act responsibly in the overall mission of the school
9. Teacher creates learning experiences that make the subject matter meaningful.
10. Teacher demonstrates knowledge of the subject matter by implementing instruction pertinent to the subject matter.
11. Teacher provides learning opportunities that support the intellectual, social and personal development of all students.
12. Teacher cultivates the unique skills and talents of every student.
13. Teacher will use a variety of instructional activities of critical thinking, problem solving, and performance skills.
14. Teacher creates a positive learning environment that encourages active engagement in learning, positive social interactions and self-motivation.
15. Teacher models effective verbal, nonverbal and media communication techniques with students and parents to foster active inquiry, collaboration and supportive interaction in the classroom.
16. Teacher will use formal and informal strategies to assess learners' progress.
17. Teacher will actively seek out opportunities to grow professionally in order to improve learning for all students.
18. Teacher will maintain effective working relationships with students, parents, colleagues and community members.

P 4650-lite Communication with Students by Electronic Media

Employee personal communication with students, in all forms including oral and nonverbal shall be appropriate and consistent with Board policy. Personal communication shall be deemed to be inappropriate if such communication is sexual in nature; is sexually suggestive; suggests romantic activity with student or students; or is otherwise inconsistent with Board policy. Violation of this provision will result in disciplinary action up to and including dismissal.

Communications between employees and students will be primarily direct, oral or written in nature. Employee's communication with students and/or teacher's electronic media must be made available to the student's parents/guardians. While the employee need not notify their building principal of the content of the electronic communication, the employee must notify the principal, in writing, of the date and time of the communication and the identity of the student with whom communication occurred. Such notification is not required where the communication is between the teacher and his/her children or siblings.

The District does not have sufficient staff to monitor every communication between employees and students and does not, therefore, commit to monitoring such communication. Nonetheless, where there is reason to believe that an employee has inappropriately communicated with a student(s) they may require the teacher to provide access to the specific communication in question.

The District will provide official electronic media which may be utilized by employees for communication with students for dissemination of school related information (i.e. homework, practice schedules, supplemental instructional material.)

P 4710 Resignation: Certificated Staff

Certificated employees who for any reason intend to retire or resign at the end of the current school year are encouraged to indicate their plans in writing to the Board as early as possible, but no later than June 1.

Resignations to become effective during the school year require a release by the Board and must be considered on an individual basis. Letters of resignation shall be submitted to the Superintendent/designee and the principal/supervisor. The letter should state reasons and an effective date for the resignation.

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

R 4730 Non-renewal/Termination of Contract: Probationary Teacher

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

Nonrenewal

1. On or before the 15th day of April in each school year, the Board will notify in writing each probationary teacher whose contract will be non-renewed for the next school year.
2. A probationary teacher is not entitled to a warning, a probationary period, notice of charges, nor a hearing prior to the Board's decision to non-renew the contract of a probationary teacher.
3. A probationary teacher whose contract is non-renewed may request a concise statement of the reasons for the Board's decision.
4. The District will issue a notice to the teacher if the reason for nonrenewal is due to a decrease in pupil enrollment, District reorganization or the financial condition of the District.

Termination of Employment During the Term of a Contract

1. If, in the opinion of the Board of Education, a probationary teacher is performing his/her professional duties in an incompetent or insubordinate manner, the Board/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, has not been made during the ninety- (90) day probationary period, the Board 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 may also terminate a probationary teacher's contract during the term of a contract for statutory causes as listed in Policy 4730.

R 4731 Termination of Contract: Permanent Teacher

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

Termination for Incompetence, Insubordination and Inefficiency

1. Permanent teachers considered for possible termination for incompetence, 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 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 incompetence, 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.

R 4740 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.

R 4741 Reduction in Force: Support Staff

1. Support 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 support person while on unrequested leave shall keep the Personnel 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.

R 4810 Sexual Harassment

The Board of Education is committed to maintaining a work environment for its employees that is free from sexual harassment. Furthermore, the Board of Education strongly believes that no person in the School District shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity.

DEFINITION OF SEXUAL HARASSMENT

In Employment

Sexual harassment in employment includes, but is not limited to, unwelcome sexual advances, requests for sexual favors, and verbal or physical conduct of sexual nature when:

1. Submission to such conduct is made either implicitly or explicitly a term or condition of an individual's employment.

2. Submission to or rejection of such conduct by an individual is the basis for employment decisions affecting that individual.
3. Such conduct creates an intimidating, hostile, or offensive work environment.
4. Qualified employees are denied employment opportunities or benefits because the opportunities or benefits are given to another employee who submitted to an employer's sexual advances or requests for sexual favors.

Under Title IX (applies to students and employees)

Title IX forbids discrimination on the basis of sex in any educational program or activity that receives federal funds. This includes a prohibition on sexual harassment. The Office for Civil Rights of the U.S. Department of Education defines sexual harassment under Title IX as follows: "Verbal or physical conduct of a sexual nature, imposed on the basis of sex, by an employee or agent of a recipient that denies, limits, provides different, or conditions the provisions of aid, benefits, services or treatment protected under Title IX."

Sexual harassment under Title IX includes, but is not limited to, unwelcome¹ sexual advances, requests for sexual favors, and verbal or physical conduct of a sexual nature when:

1. Submission to such conduct is made either implicitly or explicitly a term or condition of an individual's academic status or progress, or employment.
2. Submission to or rejection of such conduct by an individual is the basis for educational or employment decisions affecting that individual.
3. Such conduct creates an intimidating, hostile, or offensive educational or work environment.
4. Qualified students or employees are denied educational or employment opportunities or benefits because the opportunities or benefits are given to another student or employee who submitted to sexual advances or requests for sexual favors.

EXAMPLES OF SEXUAL HARASSMENT

Unwelcome Sexual Advances

Whether the advance is "unwelcome" is determined on a case-by-case basis. Unwelcome advances may include, but are not limited to, the following:

1. Any invitation (even subtle) intended to result in a sexual liaison.
2. Invitations to dinner or social events, when refusal results in the loss of a promotion or in other adverse employment action.
3. Propositioning an employee.

Unwelcome Verbal Conduct of a Sexual Nature

This may include, but is not limited to, the following:

1. Sexually provocative or explicit speech.
2. Publicly expressed sexual fantasies.
3. Jokes of a sexual or crude nature.

4. Derogatory comments directed to males or females as a class (language directed toward a specific employee is more likely to be viewed as sexual harassment).
5. Demeaning comments.
6. Threats for not agreeing to submit to sexual advances.
7. Writing sexually explicit memos.

Unwelcome Physical Conduct of a Sexual Nature

This may include, but is not limited to, the following:

1. Grabbing or twisting an individual's arm.
2. Any unwarranted touching.
3. Sexually offensive pranks.
4. Drawing sexually explicit cartoons, other drawings, or graffiti.
5. Gestures indicating sexual behavior.
6. Suggestive winks.
7. Kissing.

Conduct Toward Students

In addition to the foregoing examples, students may experience harassment that is unique to their situation, some of which may not be immediately recognized as sexual harassment, but which may support a potential claim against the District and/or its employees if not remedied. Such harassment may include, but is not limited to, the following:

1. Unwanted sexual behavior, such as touching, oral comments, sexual name calling, spreading sexual rumors, jokes, pictures, leers, overly personal conversation, cornering or blocking a student's movement, pulling at clothes, students "making out" on school premises.
2. A student in a predominantly single-gender class who is subjected to sexual remarks by a teacher or students who regard the comments as joking and part of the usual class environment.
3. Interfering with a student's achievement in a predominantly or historically single-gender class by hiding tools or equipment, questioning the student's ability to handle the work, or suggesting that the student is "abnormal" for enrolling in the class.
4. Purposefully limiting or denying students access to educational resources because of their gender.
5. Teasing a student about the student's enrollment in a predominantly or historically single-gender class.

Nature of Sexual Harassment

Sexual harassment is not limited to conduct by males toward females. Sexual harassment may occur between any or all of the following:

1. Student to student.
2. Staff to student.
3. Student to staff.
4. Male to male.

5. Female to female.
6. Male to female.
7. Female to male.

INVESTIGATION OF SEXUAL HARASSMENT COMPLAINTS

Complaints Involving Employees

1. If an employee believes that he/she is being sexually harassed, the employee is encouraged to bring the concern to the attention of the employee's supervisor.
2. If the employee feels that such contact with the supervisor would be inappropriate, if the situation is not satisfactorily resolved by the supervisor, or if the employee simply feels more comfortable speaking with someone other than the supervisor, the employee should contact the Title IX compliance coordinator for the School District.
3. If neither the employee's supervisor nor the Title IX compliance coordinator is of the same sex as the employee, or the employee for any other reason would prefer to report the employee's concern to another supervisor/administrator within the District, the employee may do so. However, it is essential that the report be made to someone with the authority and obligation to act upon the concern.
4. Any supervisor/administrator who receives a report, orally or in writing, from any employee regarding sexual harassment of that employee by another employee, non-employee doing business with the District, or student must notify the Title IX compliance officer within twenty-four (24) hours or within a reasonable time thereafter.
5. Oral complaints of sexual harassment will be put in writing by the complainant or by the person who receives the complaint, and should be signed by the complainant. However, the complainant's refusal to sign a complaint does not relieve the District of the obligation to investigate the complaint.
6. An employee who believes that he/she has been subjected to sexual harassment shall not be required to confront the alleged harasser prior to making the report.
7. Following receipt of the report, District personnel will promptly and fully investigate the complaint and will notify the employee and the alleged harasser of the results of the investigation. Investigations will be conducted with full recognition of the rights of all parties involved.
8. Upon receipt of the report, the Title IX officer will appoint an investigator to investigate the complaint. The investigation shall commence within forty-eight (48) hours after such appointment.
9. The District will maintain the confidentiality of the complaint and the details of the investigation to the fullest extent possible.
10. The investigator will put his/her findings in writing and will forward a copy to the Title IX compliance officer within one (1) week after concluding the investigation, or within a reasonable extension of time thereafter, for good cause shown.
11. If the investigation substantiates the complaint, the District will take appropriate disciplinary action against the offender(s), commensurate to the severity of the harassment (up to and including termination of employment). If the offender is a student, disciplinary action will be taken in accordance with Board established [Policy 2610](#). If the offender is not an employee of the District, the District will take appropriate action within the scope of its authority to eliminate and redress the harassment.

12. If the investigation is indeterminate, the matter will be designated as unresolved, and the investigation file will be maintained by the Title IX compliance officer in a file separate and apart from any student or personnel file.
13. There will be no retaliation against or adverse treatment of any employee who uses this procedure to resolve a concern when such complaint has been brought in the good faith belief that the complainant has been subjected to sexual harassment.
14. The responsible administrator shall follow up regularly with the complaining employee to ensure that the harassment has stopped and that no retaliation has occurred.

ENFORCEMENT

Employees

Each supervisor and administrator is responsible for maintaining an educational and work environment free from sexual harassment. In accordance with that responsibility, each site manager, or his/her designee, shall take appropriate actions to enforce the School District's sexual harassment policy, including but not limited to the following:

1. The supervisor/administrator shall provide an in-service training regarding sexual harassment to all staff by the end of the first full calendar week of each school year.
2. The supervisor/administrator shall provide a copy of the policy to all new employees of the District prior to the commencement of the employee's duties.
3. The supervisor/administrator shall further instruct employees regarding the procedures for reporting sexual harassment in the educational setting on an as-needed basis.
4. The supervisor/administrator shall take prompt action to investigate all complaints of sexual harassment.
5. The supervisor/administrator shall take appropriate disciplinary action, as necessary.

Students

Each building administrator is responsible for maintaining an educational and work environment free from sexual harassment. In accordance with that responsibility, each building administrator, or his/her designee, shall take appropriate actions to enforce the School District's sexual harassment policy, including but not limited to the following:

1. All vulgar or sexually offensive graffiti shall be removed from the premises.
2. The building administrator shall provide an in-service training regarding sexual harassment (including sexual harassment involving students) to all staff by the end of the first full calendar week of school.
3. Student instruction regarding sexual harassment shall be provided annually by the end of September to all students in grades six through twelve. Age appropriate instruction will also be presented to pre-kindergarten through fifth grade students.
4. All homeroom teachers shall discuss this policy with their students within one month after its adoption by the Board and during the first week of the school year thereafter. Written copies of the policy shall be given to each student in grades six through twelve (and in lower grades as may be

appropriate) as part of these discussions. Discussion shall be conducted in an age appropriate manner and should assure students they need not tolerate any form of sexual harassment.

5. All teachers, counselors, and administrators shall instruct students on the procedures for reporting sexual harassment within the educational setting on an as needed basis.
6. The building administrator shall take prompt action to investigate all complaints of sexual harassment.
7. The building administrator shall take appropriate disciplinary action, as needed.

NOTIFICATIONS

A copy of the School District's sexual harassment policy shall:

1. Be displayed in a prominent location at each work site.
2. Be provided to each current employee, and to each new employee prior to commencement of their duties.
3. Appear in any School District newsletter or work site publication that sets forth the School District's comprehensive rules, regulations, procedures, and standards of conduct for employees.

The District's Title IX compliance officer will be available to answer all questions regarding this policy or its implementation.

DISCIPLINE/CONSEQUENCES

Complaints Involving Employees

1. Any employee who engages in the sexual harassment of anyone while on school property, or while in the employ of the District off school property will be subject to disciplinary action, up to and including dismissal.
2. Any employee who permits or engages in the sexual harassment of a student will be subject to disciplinary action up to and including dismissal.
3. Any employee who receives a complaint of sexual harassment from a student and who does not act promptly to forward that complaint to the principal and the District's Title IX coordinator shall be disciplined appropriately.
4. Any employee who retaliates, or engages in conduct that could be interpreted as retaliation, against any person who has made a complaint of sexual harassment or who has participated in the investigation of a complaint of sexual harassment will be subject to discipline, up to and including dismissal.
5. Any nonemployee doing business with the District who engages in sexual harassment, or who retaliates against any person who has made a complaint of sexual harassment or who has participated in the investigation of a complaint of sexual harassment, will be subject to discipline to the extent that the District has control over the nonemployee and his/her employer.
6. Any employee who brings a false charge of sexual harassment shall receive appropriate discipline. The term "false charge" means a charge brought in bad faith, that is, without the good faith belief that one has been subjected to sexual harassment. The term "false charge" does not include a charge that was brought in good faith, but which the District was unable to substantiate.

Complaints Involving Students

1. Any student who engages in the sexual harassment while on school property or while participating in school activities, will be subject to disciplinary action, up to and including expulsion.
2. Any employee who permits or engages in the sexual harassment of a student will be subject to disciplinary action, up to and including dismissal.
3. Any employee who receives a complaint of sexual harassment from a student and who does not act promptly to forward that complaint to the principal and the District's Title IX coordinator, shall be disciplined appropriately.
4. Any student who brings a false charge of sexual harassment shall receive appropriate discipline. The term "false charge" means charges brought in bad faith, that is, without the good faith belief that one has been subjected to sexual harassment. The term "false charge" does not include a charge that was brought in good faith, but which the District was unable to substantiate.

TITLE IX GRIEVANCE PROCEDURE (Sexual Harassment)

Level 1: Principal or Immediate Supervisor (Informal and optional-may be bypassed by grievant)

Many problems can be solved by an informal meeting with the parties and the principal or coordinator. A student who believes that he/she has been subjected to sexual harassment is encouraged to first discuss it with the teacher, counselor, or building administrator involved with the objective of resolving the matter promptly and informally. Employees with a sexual harassment complaint are encouraged to first discuss it with their principal or immediate supervisor with the same objective. If the individual's teacher/supervisor is the person alleged to have engaged in sexual harassment, the grievant should skip Level 1 and go directly to Level 2.

Level 2: Title IX Coordinator

If the complaint or issue is not resolved at Level 1 or if the grievant chooses to skip Level 1, the grievant may file a signed, written grievance stating: 1) the nature of the grievance; 2) the remedy requested; and 3) the date the grievance was submitted. The Level 2 written grievance should be filed with the Title IX Coordinator within fifteen (15) days of the event or incident, or from the date the grievant could reasonably become aware of such occurrence.

The Coordinator has authority to investigate all written grievances. If possible, the Coordinator will resolve the grievance. If the parties cannot agree on a resolution, the Coordinator will prepare a written report of the investigation which shall include the following:

1. A clear statement of the allegations of the grievance and remedy sought by the grievant.
2. A statement of the facts as contended by each of the parties.
3. A statement of the facts as found by the Coordinator and identification of evidence to support each fact.
4. A list of all witnesses interviewed and documents reviewed during the investigation.
5. A narrative describing attempts to resolve the grievance.
6. The Coordinator's conclusion as to whether the allegations in the grievance are meritorious.

If the Coordinator believes the grievance is valid, the Coordinator will recommend appropriate action to the Superintendent.

The Coordinator will complete the investigation and file the report with the Superintendent within fifteen (15) days after receipt of the written grievance. The Coordinator will send a copy of the report to the grievant.

If the Superintendent agrees with the recommendation of the Coordinator, the recommendations will be implemented.

The Coordinator and Superintendent may appoint an outside investigator once a written grievance is filed if the Coordinator or Superintendent is the alleged violator.

Level 3: The Board of Education

If the Superintendent rejects the recommendations of the Coordinator, and/or either party is not satisfied with the recommendations from Level 2, either party may make a written appeal within ten (10) days of receiving the report of the Coordinator to the Board of Education. On receipt of the written appeal, the matter shall be placed on the agenda of the Board of Education for consideration not later than their next regularly scheduled meeting. A decision shall be made and reported in writing to all parties within thirty (30) days of that meeting. The decision of the Board of Education will be final.

Other Options for Grievant

At any time during this process, a grievant may file a complaint with the Missouri Human Rights Commission or with the U.S. Department of Education, Office for Civil Rights.

¹Sexual harassment of students by adults who otherwise come within this Policy is absolutely prohibited regardless of whether the conduct is "welcome."

R 4820 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.

R 4830 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.

R 4840 Conflict of Interest

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

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

2. Employees shall not make use of mailing lists or other information gained solely as a result of the employee's position with the District to either sell directly or indirectly services or merchandise to students or their parents who reside within the District. As provided by Board policy, this prohibition does not apply to student tutoring.
3. Employees shall not solicit or receive any payment or thing of value which might influence performance of the employee's duties.
4. Employees shall not disclose to any person, not otherwise entitled, information gained by virtue of the employee's duties or otherwise use such information for personal gain.
5. Employees shall not engage in outside employment which interferes with performance of the employee's duties. This prohibition includes outside employment which is performed during school hours or involves the use of school resources.

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

R 4850 Staff Dispute Resolution

Definitions

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

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

Informal Resolution

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

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

Step One: Immediate Supervisor

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

Step Two: Superintendent's Designee

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

Step Three: Review by the Superintendent

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

Step Four: Board of Education Review

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

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

Miscellaneous Provisions

1. Failure of an employee to comply with the timelines provided in the procedures above will result in final rejection of the dispute.
2. Failure of the administrator to comply with the timelines provided in the procedures above will result in the dispute being advanced to the next step.
3. Neither party to a dispute will be permitted to add witnesses or documentation that were not provided at preceding steps.
4. No employee will be retaliated against for the good faith submission and processing of a dispute under these regulations

P 4870 Drug Free Workplace

The unlawful possession, use or distribution of illicit drugs and alcohol on school premises or as a part of school activities is strictly prohibited.

Employees under the influence of alcohol, drugs, or controlled substances while on duty are a serious risk to themselves, to students and to other employees. Employees, who display physical manifestations of drug or alcohol use while on duty, may be subject to drug testing. Any employee who violates this policy will be subject to disciplinary action up to and including termination and referral for prosecution. Employees may also be required to satisfactorily participate in rehabilitation programs.

As a condition of employment, all employees must abide by the terms of this policy. Employees who are convicted of a drug offense which occurred on school premises or while on duty must notify the Superintendent of their conviction. Notification must be made by the employee to the Superintendent within five (5) days of the conviction. Within ten (10) days, the Superintendent will provide notice of such violation to the Impact Aid Program, United States Department of Education, or other appropriate government agency.

The District will institute a drug-free awareness program to inform employees of:

1. The dangers of drug and alcohol abuse in the workplace.
2. This policy of maintaining a drug-free workplace.
3. Available counseling and rehabilitation.
4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

On the basis of medical certification, employees with the illness of chemical dependency shall qualify for the employee benefits and group insurance coverages that are provided for under group health and medical insurance policies. The confidential nature of the medical records of employees with chemical dependency shall be preserved in the same manner as for all other medical records.

The District's responsibility for chemical dependency is limited to its effects on the employee's job performance. If the employee violates this policy, refuses to accept diagnosis and treatment, or fails to respond to treatment, and performance is adversely affected, the employee will be subject to employment action in proportion to the performance problem. Implementation of this policy will not require or result in any special regulations, privileges or exemptions from the standard administrative practice applicable to job performance requirements.

Upon the request of the Department of Elementary and Secondary Education or an agency of the United States, the District shall certify that it has adopted and implemented the drug prevention program described in this policy, in the form required by such agency. The District shall conduct a biennial review of this policy to determine its effectiveness, implement necessary changes, and to ensure that the disciplinary sanctions are consistently enforced. This policy shall be distributed in writing to all present and future employees.

P 4880 Use of District Property

Employees may be provided access to and use of District property including, but not limited to, desks, file cabinets, closets, storage areas and computers for classroom use. These items remain the property of the District and are subject to inspection by District administrators.

R 5230 Accident Reporting

The following guidelines are to be used to determine whether or not a report is to be completed.

A report should be completed when:

1. The accident requires that a doctor be called.
2. The accident results in absence of student for one-half day or more.
3. The accident results in a serious injury.
4. When in doubt about whether or not a report is needed, complete one.

Accident Report Procedure

1. The building administrator, designee or nurse initiates the report.
2. The person in charge at the time of the accident completes the report.
3. The report is returned in one day to the building office and is forwarded to the principal.
4. The principal reviews the report and makes a recommendation for corrective action to be taken or notes action taken.
5. The principal forwards the original copy to the Superintendent/designee. A copy remains in the school.
6. The Superintendent/designee is responsible for evaluation of the report. It is to serve as a basis for a safety and accident prevention program.

Reports will include:

1. Date, time and place of accident.
2. Name and address of injured person(s).
3. Name of staff member(s) in attendance.
4. Type of accident.
5. Personal injuries incurred.
6. Treatment given.
7. Description of the accident.
8. Property damage incurred.
9. Name and address of any parties with first-hand information regarding the accident.
10. Name of staff member making the report.
11. Date and time of parent/guardian notification.

All reports shall be sent to the Superintendent/designee. The Superintendent/designee shall report to the Board in writing all serious accidents and shall also submit to the Board periodic statistical reports on the number and types of accidents occurring in the District.

R 6320 Internet Usage

Personal Responsibility

Access to electronic research requires students and employees to maintain consistently high levels of personal responsibility. The existing rules found in the District's Behavioral Expectations policy (Board Policy/Regulation 2610) as well as employee handbooks clearly apply to students and employees conducting electronic research or communication.

One fundamental need for acceptable student and employee use of District electronic resources is respect for, and protection of, password/account code security, as well as restricted databases files, and information banks. Personal passwords/account codes may be created to protect students and employees utilizing electronic resources to conduct research or complete work.

These passwords/account codes shall not be shared with others; nor shall students or employees use another party's password except in the authorized maintenance and monitoring of the network. The maintenance of strict control of passwords/account codes protects employees and students from wrongful accusation of misuse of electronic resources or violation of District policy, state or federal law. Students or employees who misuse electronic resources or who violate laws will be disciplined at a level appropriate to the seriousness of the misuse.

Acceptable Use

The use of the District technology and electronic resources is a privilege, which may be revoked at any time. Staff and students are only allowed to conduct electronic network-based activities which are classroom or workplace related. Behaviors which shall result in revocation of access shall include, but will not be limited to: damage to or theft of system hardware or software; alteration of system hardware or software; placement of unlawful information, computer viruses or harmful programs on, or through the computer system; entry into restricted information on systems or network files in violation of password/account code restrictions; violation of other users' rights to privacy; unauthorized disclosure, use or dissemination of personal information regarding minors; using another person's name/password/account to send or receive messages on the network; sending or receiving personal messages on the network; and use of the network for personal gain, commercial purposes, or to engage in political activity.

Students and employees may not claim personal copyright privileges over files, data or materials developed in the scope of their employment, nor may students or employees use copyrighted materials without the permission of the copyright holder. The Internet allows access to a wide variety of media. Even though it is possible to download most of these materials, students and staff shall not create or maintain archival copies of these materials unless the source indicates that the materials are in the public domain.

Access to electronic mail (E-mail) is a privilege and designed to assist students and employees in the acquisition of knowledge and in efficiently communicating with others. The District E-mail system is designed solely for educational and work related purposes. ***E-mail files are subject to review by District and school personnel.*** Chain letters, "chat rooms" or Multiple User Dimensions (MUDs) are not allowed, with the exception of those bulletin boards or "chat" groups that are created by teachers for specific instructional purposes or employees for specific work related communication.

Students or employees who engage in "hacking" are subject to loss of privileges and District discipline, as well as the enforcement of any District policy, state and/or federal laws that may have been violated. Hacking may be described as the unauthorized review, duplication, dissemination, removal, damage, or alteration of files, passwords, computer systems, or programs, or other property of the District, a business, or any other governmental agency obtained through unauthorized means.

To the maximum extent permitted by law, students and employees are not permitted to obtain, download, view or otherwise gain access to "inappropriate matter" which includes materials that may be deemed inappropriate to minors, unlawful, abusive, obscene, pornographic, descriptive of destructive devices, or otherwise objectionable under current District policy or legal definitions.

The District and school administration reserve the right to remove files, limit or deny access, and refer staff or students violating the Board policy to appropriate authorities or for other disciplinary action.

Internet Access

In compliance with the Children's Internet Protection Act ("CIPA"), 47 U.S.C. § 254, the District uses technological devices designed to filter and block the use of any District computer with Internet access to retrieve or transmit any visual depictions that are obscene, child pornography, or "harmful to minors" as defined by CIPA and material which is otherwise inappropriate for District students.

Due to the dynamic nature of the Internet, sometimes Internet websites and web material that do not fall into these categories are blocked by the filter. In the event that a District student or employee feels that a website or web content has been improperly blocked by the District's filter and this website or web content is appropriate for access by District students, the process described below should be followed:

1. Follow the process prompted by the District's filtering software (or to remain anonymous, log in under log in name: 123anonymous) and submit an electronic request for access to a website, or:
2. Submit a request, whether anonymous or otherwise, to the District's Superintendent/the Superintendent's designee.
3. Requests for access shall be granted or denied within three days. If a request was submitted anonymously, persons should either attempt to access the website requested after three days or log back in at 123anonymous to see the status of the request.
4. Appeal of the decision to grant or deny access to a website may be made in writing to the Board of Education. Persons who wish to remain anonymous may mail an anonymous request for review to the Board of Education at the School District's Central Office, stating the website that they would like to access and providing any additional detail the person wishes to disclose.
5. In case of an appeal, the Board of Education will review the contested material and make a determination.
6. Material subject to the complaint will not be unblocked pending this review process.

In the event that a District student or employee feels that a website or web content that is available to District students through District Internet access is obscene, child pornography, or "harmful to minors" as defined by CIPA or material which is otherwise inappropriate for District students, the process described set forth in Regulation 6241 should be followed.

Adult users of a District computer with Internet access may request that the "technology protection measures" be temporarily disabled by the chief building administrator of the building in which the computer is located for lawful purposes not otherwise inconsistent with this Policy.

Privileges

The use of District technology and electronic resources is a privilege, not a right, and inappropriate use will result in the cancellation of those privileges. All staff members and students who receive a password/account code will participate in an orientation or training course regarding proper behavior and use of the network. The password/account code may be suspended or closed upon the finding of user misuse of the technology system or its resources.

Network Etiquette and Privacy

Students and employees are expected to abide by the generally accepted rules of electronic network etiquette. These include, but are not limited to, the following:

1. System users are expected to be polite. They may not send abusive, insulting, harassing, or threatening messages to others.
2. System users are expected to use appropriate language; language that uses vulgarities or obscenities, libels others, or uses other inappropriate references is prohibited.
3. System users may not reveal their personal addresses, their telephone numbers or the addresses or telephone numbers of students, employees, or other individuals during E-mail transmissions.
4. System users may not use the District's electronic network in such a manner that would damage, disrupt, or prohibit the use of the network by other users.
5. System users should assume that all communications and information is public when transmitted via the network and may be viewed by other users. The system administrators may access and read E-mail on a random basis.
6. Use of the District's electronic network for unlawful purposes will not be tolerated and is prohibited.

Services

While the District is providing access to electronic resources, it makes no warranties, whether expressed or implied, for these services. The District may not be held responsible for any damages including loss of data as a result of delays, non-delivery or service interruptions caused by the information system or the user's errors or omissions. The use or distribution of any information that is obtained through the information system is at the user's own risk. The District specifically denies any responsibility for the accuracy of information obtained through Internet services.

Security

The Board recognizes that security on the District's electronic network is an extremely high priority. Security poses challenges for collective and individual users. Any intrusion into secure areas by those not permitted such privileges creates a risk for all users of the information system.

The account codes/passwords provided to each user are intended for the exclusive use of that person. Any problems, which arise from the user sharing his/her account code/password, are the responsibility of the account holder. Any misuse may result in the suspension or revocation of account privileges. The use of an account by someone other than the registered holder will be grounds for loss of access privileges to the information system.

Users are required to report immediately any abnormality in the system as soon as they observe it. Abnormalities should be reported to the classroom teacher or system administrator.

The District shall use filtering, blocking or other technology to protect students and staff from accessing internet sites that contain visual depictions that are obscene, child pornography or harmful to minors. The District shall comply with the applicable provisions of the Children's Internet Protection Act (CIPA), and the Neighborhood Internet Protection Act (NCIPA).

Vandalism of the Electronic Network or Technology System

Vandalism is defined as any malicious attempt to alter, harm, or destroy equipment or data of another user, the District information service, or the other networks that are connected to the Internet. This includes, but is not limited to the uploading or the creation of computer viruses, the alteration of data, or the theft of restricted information. Any vandalism of the District electronic network or technology system will result in the immediate loss of computer service, disciplinary action and, if appropriate, referral to law enforcement officials.

Consequences

The consequences for violating the District's Acceptable Use Policy include, but are not limited to, one or more of the following:

1. Suspension of District Network privileges;
2. Revocation of Network privileges;
3. Suspension of Internet access;
4. Revocation of Internet access;
5. Suspension of computer access;
6. Revocation of computer access;
7. School suspension;
8. Expulsion; or
9. Employee disciplinary action up to and including dismissal.

Expense Reimbursements for Professional Development Workshops and or Mileage Expenses

The Paris R-II school district pays .35 per mile. All reimbursements for mileage will be approved or denied by building administrators for administrative duties or any event that requires an employee to drive his/her own vehicle for district purposes. Distances are calculated from Paris R-II School District to the destination school district.

All Workshops, Conferences, and other Professional Development must be approved by PDC before an employee will receive payment or can register for an event. An employee must fill out a workshop request form, available in the building offices, before filling out a requisition. On the request form, employees will need to list expenses for registration, meals, lodging, and transportation. Employees will also have to fill out a professional development workshop/conference justification form. Workshop request forms must be turned in before the first Wednesday of each month. After approval from PDC, employees will fill out a requisition for PDC's treasurer. A copy of PO must be turned in to PDC as well. PO's will cover registration fees and possibly lodging. Employees need to keep records of all expenses for workshops and fill out a reimbursement log following the workshop or conference. Copies need to be provided to PDC treasurer. Following the conclusion of the workshop or conference PDC will have follow up questions about the validity of the conference or workshop. If proper records are not kept, expenses may be incurred by the employee.

Emergency Procedures

It is the responsibility of all district employees to know their building's emergency plans and procedures. Procedures should be posted visibly in all classrooms.

Procedure for Ordering Materials Using District Funds

School employees need to fill out a requisition form. All pertinent information needs to be filled out on the requisition. The requisition needs to be turned in to the building administrator for denial or approval. If it is approved the requisition will be sent to Central Office for approval or denial. Upon approval a white copy of the purchase order will be placed in the employee's mailbox. The individual employee is responsible for ordering the products after the purchase order is received. When the order is received and confirmed to be correct, the employee responsible for purchasing must mark the yellow copy of the purchase order located in the building office as "ok" to pay.

Mileage Reimbursement Distances

These mileages are round trip distances from Paris R-II High School to the destination school and back. Please use these mileages when filling out reimbursement forms.

Lewis and Clark Conference Schools:

Westran 60 Salisbury 90 Harrisburg 94 Fayette 112 Knox County 122

Marceline 142 thru Shelbina 148 thru Moberly Scotland County 168

Schuyler County 184 thru Shelbina 190 thru Moberly

Non-Conference travel and potential professional development destinations

Madison 24 Monroe City 46 South Shelby 46 Centralia 52 Mexico 52

Moberly 54 Cairo 57 North Shelby 60 Mark Twain 61 Sturgeon 62

Marion County 78 Van-Far 78 Community R-6 80 Palmyra 86 Macon 90

Columbia 100 Fulton 101 Glasgow 114

LaPlata 125 thru Shelbina 131 thru Moberly New Franklin 132

Clopton 134 Truman State/Kirksville 150 thru Shelbina 156 thru Moberly

Jefferson City 152 Brookfield 155 thru Shelbina 160 thru Moberly

Lodge of Four Seasons 238 Tan-Tar-A 252