

PERSONNEL SERVICES

Regulation 4120

Employment **Employment Procedures**

Certificated Staff

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

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

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

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

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

Support Staff

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

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

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The work year for Executive, Administrative and General Secretaries shall be determined by the office in which they work or the work year of the administrator assigned as their evaluator.

The work year for Instructional Secretaries shall be determined by the teacher's attendance year.

The work year for all aides and assistants shall be determined by the students' attendance year.

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

Immigration Reform and Control Act

The federal Immigration Reform and Control Act requires all employers to hire only American citizens and aliens who are authorized to work in the United States in order to preserve jobs for those who are legally entitled to them. The District will implement the following procedures to assure compliance with the law:

1. Any employee hired after November 6, 1986, will complete an Eligibility Verification Form (Form I-9), and will produce documents that will establish his/her identity and eligibility to work. (Form I-9 contains a list of documents that will fulfill this requirement.)
2. The District will retain an individual's Form I-9 for three years after the date of hire or one year after the individual is terminated, whichever is later.
3. The form may be reviewed by the Department of Homeland Security (DHS) and potentially by other federal agencies. In order to minimize potential intrusion, Eligibility Verification Forms will be maintained separately from the employee's personnel files as stipulated in Policy 4860.

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

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Employment **Professional Contracts**

Probationary

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

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

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

Permanent

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

Administrative

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

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

Normal Working Day

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

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

Snow/Emergency Days

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

Duty Free Lunch

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

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

Faculty Handbook

The teaching staff shall be responsible for knowing the procedures outlined in the faculty handbook and shall follow the schedules and procedures established by the building principals.

Teachers shall be responsible for all property and students assigned to them. All sponsorships shall be assigned by the principals and approved by the Superintendent.

Supervision

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

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

Lesson Plans

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

Authorization Forms

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

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

Teacher and Staff expectations in regards to Student Discipline

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

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

Job Description Handbook

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

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Personnel Assignments and Transfer

Educational Support Staff Duties, Schedule and Working Hours

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

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

Overtime - Compensatory Time

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

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

1. Comp time may be accrued up to two hundred forty (240) hours (160 overtime hours). Overtime work beyond this maximum accrual will be monetarily compensated at the rate of one and one-half (1-1/2) times the individual's normal hourly rate of pay.
2. Every effort will be made to permit the use of comp time at the earliest time mutually agreed upon by the individual and his/her supervisor. However, where the individual's absence would unduly disrupt the District's operations, the District retains the right to postpone comp time usage.
3. Individuals with unused comp time who are terminated or who terminate their employment will be paid for unused comp time at one and one-half (1 ½) times their final hourly rate of pay.

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

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

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

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

Emergency Closing Days

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

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Absences, Leave and Vacation

Personnel Leave

Paid Leave

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

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

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

Leave for Jury Duty

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

Military Leave

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

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

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

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

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

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

Leave of Absence

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

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

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

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

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

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Conditions relative to the leave of absence:

1. Leave of absence without pay under the provisions of this regulation does not apply as service towards tenure for probationary teachers.
2. The teacher will be placed on the salary schedule at the same position excluding the year leave of absence.
3. No days will accumulate while on a leave of absence.

Donated Days

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

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

Procedures and guidelines for donating leave days to other employees:

1. A School Employee Report of Absence Form must be completed by the donating employee, signed by the building level administrator, and forwarded to the central office for approval by the superintendent/designee.
2. The form must indicate how many days are being donated and to whom the days are to be credited.
3. No employee shall be allowed to donate days to another employee whereby the process may jeopardize their own circumstances in such a way the donor would be short of days at the end of the school year. For employees who do not have a large amount of days accumulated over past years it would be best for the decision to be made near the end of the school year to prevent such circumstances.
4. Under no circumstances may an employee donate days on the projection of accumulated days. The leave days must have already been accumulated by the donor in order to be donated.

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Absences, Leave and Vacation
Family and Medical Leave

A. ELIGIBLE EMPLOYEES

Employees eligible for family and medical leave must:

1. Have been employed for a total of at least twelve (12) months (not necessarily consecutive); and
1. Have worked at least 1,250 hours during the twelve (12) months immediately preceding the commencement of the leave (for non-instructional staff and part-time instructional staff), or have been considered full-time (for instructional employees); and
2. Be employed at a work-site where the employer employs at least fifty (50) employees within a 75-mile radius.

B. QUALIFYING REASONS FOR LEAVE

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

1. The birth of the employee's child (leave must be concluded within one (1) year of the date of birth).
1. The placement of a child with the employee for adoption, or foster care when foster placement is pursuant to State action (leave must be concluded within one year of the date of placement).
2. The care of the employee's child (including biological, adopted, or foster child, stepchild, legal ward, or child of a person standing *in loco parentis*, who is either under age 18, or 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 child--but not parent "in-law"), who has a serious health condition.
3. The serious health condition of the employee that makes the employee unable to perform the essential functions of the employee's position.
4. Any qualifying exigency arising out of the fact the employee's spouse, son, daughter, or parent is a covered military member on active duty (or has been notified of an impending call or order to active duty) in support of a contingency operation.
5. The care for a covered service member with a serious injury or illness, if the employee is the spouse, son, daughter, parent, or next of kin of the service member.

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C. DEFINITIONS

1. Serious Health Condition – An illness, injury, impairment, or physical or mental condition that involves the following:
 - a. **Inpatient care** (overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care.
 - b. **Continuing treatment:** Continuing treatment by a health care provider, including the following:
 - i. *Incapacity and Treatment:* A period of incapacity of more than three consecutive calendar days and any subsequent treatment or period of incapacity relating to the same condition that also involves.
 1. Treatment two or more times, within 30 days of the first day of incapacity, by a health care provider, by a nurse or physician's assistant under direct supervision of a health care provider, or by a provider of health care services under order of, or on referral by, a health care provider; or
 2. Treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of a health care provider. The in-person treatment visit must take place within seven days of the first day of incapacity.
 - ii. *Pregnancy or Prenatal Care:* Any period of incapacity due to pregnancy, or for prenatal care (even if the absence does not last more than three days and the employee or family member does not receive treatment from a health care provider during the absence);
 - iii. *Chronic Conditions:* Any period of incapacity or treatment for such incapacity due to a chronic serious health condition (even if the absence does not last more than three days and the employee or family member does not receive treatment from a health care provider during the absence). A chronic serious health condition is one which:
 1. Requires periodic visits for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider;
 2. Continues over an extended period of time (including recurring episodes of a single underlying condition);

3. May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.).
 - iv. *Permanent or Long-Term Conditions:* A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider. Examples include Alzheimer's, a severe stroke, or the terminal stages of a disease.
 - v. *Multiple Treatments:* Any period of absence to receive multiple treatments (including any period of recovery there from) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment, such as cancer chemotherapy, radiation, etc.), severe arthritis (physical therapy), kidney disease (dialysis).
 - c. **Exceptions:** Unless complications develop, a Serious Health Condition **does not** include cosmetic treatments, such as most treatments for acne or plastic surgery, the common cold, the flu, ear aches, upset stomach, minor ulcers, headaches other than migraine, routine dental or orthodontia problems, periodontal disease, etc. Treatment for substance abuse by a health care provider or on referral by a health care provider may be a serious health condition if the conditions of this policy are met. Absence due to use of the substance, rather than for treatment, does not qualify for FMLA leave.
2. Treatment - examinations to determine if a serious health conditions exists and evaluations of the condition. "Treatment" does not include routine physical, eye, or dental examinations.
 3. Health Care Provider – includes doctors of medicine or osteopathy, podiatrists, dentists, clinical psychologists, optometrists, chiropractors (for limited purposes), nurse practitioners, nurse-midwives, clinical social workers, so long as they are licensed (if required by state law) and are performing within the scope of their practice as defined under state law; Christian Science practitioners listed with the First church of Christ, Scientist, Boston, Massachusetts; any health care provider from whom an employer or a group health plan's benefit manager will accept certification to substantiate a claim for benefits; a health care provider as defined above who practices in a country other than the United States and is licensed in accordance with the laws of that country.
 4. Regimen of continuing treatment – A course of prescription medication or therapy requiring special equipment to resolve or alleviate the health condition. A “regimen of continuing treatment” that includes the taking of over-the-counter medications such as

aspirins, antihistamines, or salves, or bed rest, drinking fluids, exercise, and other similar activities that can 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 Servicemembers – Any current member of the Armed Forces, including the National Guard or Reserves.
7. Instructional employee – A person employed principally in an instructional capacity, whose principal function is to teach and instruct students in a class, a small group or an individual setting, and includes athletic coaches, driving instructors, and special education assistants such as signers for the hearing impaired. The term does not include teacher assistants or aids who do not have as their principal function actual teaching or instructing, or auxiliary personnel such as counselors, psychologists, curriculum specialists, cafeteria workers, maintenance workers, bus drivers, or other primarily noninstructional employees.

D. LENGTH OF LEAVE

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

- The amount of leave available to an employee at any given time will be calculated by using a “rolling” 12 month period measured backward from the date an employee uses any FMLA leave.
- All leave taken under the policy and leave for any other reason that would qualify under FMLA (e.g., worker’s compensation leave that qualifies as a serious health condition), will be counted against the employee’s leave entitlement under FMLA.

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

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

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

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

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

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

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

E. COORDINATION WITH EXISTING LEAVE POLICIES

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

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

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

F. CERTIFICATION

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

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

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

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

c. **Second/Third 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 Servicemembers** – The District may require certification completed by the covered servicemember's health care provider prior to permitting an employee to use FMLA for the care of a covered servicemember. In addition to certifying the authenticity of the covered servicemember's serious injury or illness, any certification must also identify the injury or illness as

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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.

- The District may require an employee taking intermittent or reduced-schedule leave to transfer temporarily to an alternative available position for which the employee is qualified or may modify the employee's current position to better accommodate the employee's recurring periods of leave.
- Whenever the need for the FMLA leave is reasonably foreseeable, employee must make a reasonable effort to schedule the treatment so that it is not unduly disruptive to District operations.

3. Instructional Employees – Leave taken because of the employee or family member's serious health condition may be taken on an intermittent or reduced-schedule basis when medically necessary. If an employee seeks leave on an intermittent or reduced-schedule basis, the employee must submit medical certification, as discussed above, and additional certification from a health care provider that the intermittent or reduced-schedule leave is medically necessary.

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

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

planned treatment; or

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

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

H. INSURANCE PREMIUMS

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

I. JOB RESTORATION

Upon return from FMLA-qualifying leave in accordance with this Regulation, the employee will be returned to the same or an equivalent position with no loss in benefits that accrued prior to the leave of absence. An employee who does not return to work at the end of an authorized leave may be subject to termination.

If an employee fails to return to work after the termination of the leave period, the District may recover health insurance premiums paid under the group plan during the leave period, except in certain circumstances (e.g., continuing serious health condition of employee or family member needing care, or other circumstances beyond control of employee). The District may recover any other insurance premiums (e.g., premiums for supplemental life insurance or for dependent coverage), submitted on behalf of the employee, for which the District has not been reimbursed, either upon the employee's return to work or the employee's failure to return after unpaid family or medical leave has ended.

J. NOTIFICATION

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

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- a. **General Notice** – A poster summarizing the FMLA entitlements shall be placed in an area accessible for employees and shall also be provided to each employee in the employee handbook.
- b. **Eligibility Notice** – This Notice shall state whether the employee qualifies to take FMLA leave.
- c. **Rights and Responsibilities Notice** – This Notice, issued in conjunction with the Eligibility Notice, will specify if a certification will be required from the employee, identify if paid leave will run together with the FMLA leave, address the procedure for making health insurance payments, the consequences of failing to make timely payments, and the employee’s liability for repayment of health insurance premiums if the employee fails to return to work at the expiration of their FMLA leave. Finally, this Notice will explain the employee’s right to return to the same or an equivalent job at the expiration of their FMLA leave. Both the Eligibility and Rights and Responsibilities Notices will be provided to all employees within five business days of when the District becomes aware of a potential FMLA situation.
- d. **Designation Notice** – Within five business days of the District’s receipt of sufficient information from the employee to make a determination, the District shall provide the employee with the Designation Notice, which shall inform the employee if the leave shall be designated as FMLA leave. This Notice will designate the amount of leave counted against the employee’s entitlement, specify if the FMLA leave will run concurrently with any accrued paid leave, and notify the employee if a fitness-for-duty exam will be required prior to returning to work.

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

K. ADDITIONAL FMLA INFORMATION

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

PERSONNEL SERVICES

Regulation 4330

Absences, Leave and Vacation

Holidays and Vacation

12 Month Employees

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

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

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

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

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

PERSONNEL SERVICES

Regulation 4330

Absences, Leave and Vacation **Holidays and Vacation**

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

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

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

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

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

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

PERSONNEL SERVICES

Regulation 4411

Professional Activities, Training and Professional Growth

Professional Development Committee

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.

PERSONNEL

Regulation 4420

Professional Activities, Training and Professional Growth Conferences and Travel

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

1. Requests will be submitted in sufficient time (via their principals or supervisors to the Superintendent or Curriculum / Instruction Director) to be received fourteen (14) days prior to workshop or conference. Further, requests being made for extended time away from assigned duties must be submitted in sufficient time for Board approval prior to the date of the conference workshop.
2. The District will only pay membership registration fees, with non-members being reimburse only for member fees.
3. Normally, no more than two persons from each school will attend conferences, depending upon available funding.
4. For major conferences held locally (reading, math, curriculum and instruction, etc.), normally no more than two (2) days of release time should be approved in order to permit attendance by as many teachers as possible.
5. The equitable allocation of travel funds to schools and offices will be the joint responsibility of the PDC Coordinator and the Executive Director of Business and Finance.
6. Conference requests need to have an invitation or pamphlet attached for verification of activity and a brief rationale for the request.
7. Conference attendees will not be paid unless a "report of conference" and verification of expenses are submitted.
8. Request to attend professional conferences in order to sell items or man booths for professional organizations will not be approved.
9. Employees must state on application whether or not the sponsoring organization is paying the conference attendee any "honorarium" or travel expenses. Employee receiving an honorarium must use a vacation or personal leave day. Otherwise, the honorarium must be remitted to the District.

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

PERSONNEL SERVICES

Regulation 4540

Compensation

Group Insurance Benefits

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

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

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

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

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

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

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

PERSONNEL SERVICES

Regulation 4710

Separation

Resignation: Certificated Staff

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

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

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

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

- a. Health: Any request for a release of contract based upon the health of the professional staff member shall require a certificate by a physician that continued employment will be detrimental to the person’s health.
- b. Transfer of Spouse: If an employee’s spouse receives a transfer from the geographical area, the board may grant a release, but the release shall be conditional upon the employment of a duly qualified replacement.
- c. Other Reasons: Recognizing that the employee’s contract is a legal document which binds both the employee and the Board, the Board’s position shall be generally one of disapproval for requests of releases for contract for reasons other than health or transfer of spouse. The Board will at all times hold the welfare of the students paramount during the consideration and deliberation of request for release.
- d. Contract Liquidation Costs:
 - a. Teachers:
 - i. Resignation Letter dated May 1.....\$500 (Non Tenured)
 - ii. Resignation Letter dated June 1.....\$1,000
 - iii. Resignation Letter dated July 1.....\$1,500
 - b. Principals:
 - i. Resignation Letter dated April 1.....\$750
 - ii. Resignation Letter dated May 1.....\$1,500
 - iii. Resignation Letter dated June 1.....\$2,000

c. Superintendent:

- i. Resignation Letter dated March 1.....\$1,000
- ii. Resignation Letter dated April 1.....\$2,000
- iii. Resignation Letter dated May 1.....\$2,500

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

Separation

Termination of Contract: Probationary Teacher

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

Non-Renewal

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

Termination of Employment During the Term of a Contract

1. If, in the opinion of the Board of Education, a probationary teacher is performing his/her professional duties in an incompetent or insubordinate manner, the Board of Education /Administration will provide the teacher with a written statement setting out the deficiencies in the probationary teacher's performance and will provide the teacher with a ninety (90) day probationary period within which to resolve the deficiencies.
2. If improvement, satisfactory to the Board of Education, has not been made during the 90-day probationary period, the Board of Education may terminate the employment of a probationary teacher.
3. The Board of Education may also terminate a probationary teacher's contract during the term of a contract for statutory causes as listed in Policy 4730.

Separation

Termination of Contract: Permanent Teacher

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

Termination for Incompetency, Insubordination and Inefficiency

1. Permanent teachers considered for possible termination for incompetency, insubordination, and inefficiency will be provided with a notice of performance deficiencies and an opportunity to resolve the noted deficiencies. The notice of deficiencies will advise the teachers of the specific performance concerns which if not resolved may result in dismissal charges being filed. At the time of notice of deficiency is issued, the District administrator will be appointed to work with the teacher to assist in remediation.
2. The period of remediation will extend for a period of not less than thirty (30) days. In individual cases the period of remediation may be set for a period of 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 well advise the teacher of the proposed date of hearing. However, if the teacher does not request a hearing, the Board may note to terminate the teacher's contract without a hearing. If requested by the teacher, a hearing before the Board will be held no sooner than twenty (20) days nor later than thirty (30) days after receipt of the Statement of Charges.

Termination for the Remaining Statutory Causes

1. In cases other than incompetency, insubordination or inefficiency, there will be no notice of deficiencies and no period of remediation. These procedures are not followed due to the gravity of the charges.
2. The dismissal process for cause under this subsection is initiated by a Statement of Charges and a Notice of Hearing. The Statement of Charges will provide the teacher with the alleged acts of misconduct which, if proven, may result in termination. The Notice of Hearing will advise the teacher of the proposed date of hearing. However, if the teacher does not request a hearing, the Board may note to terminate the teacher's contract without a hearing. If requested by the teacher, a hearing will be held no sooner than twenty (20) days nor later than thirty (30) days after receipt of the Statement of charges.

Separation

Termination of Employment: Administrators

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

Non-Renewal Process

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

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

Reduction in Force

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

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