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SECTION G: PERSONNEL

(Continued)

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PART-TIME AND SUBSTITUTE EMPLOYMENT

The district may employ part-time employees and employees who will work on a substitute basis in the district. These employees must meet the same qualifications as full-time staff, must be appropriately certified or licensed when necessary, and are subject to the same policies, procedures and other rules as full-time employees. Part-time and substitute employees must satisfactorily complete the same background checks and screenings required of full-time employees.

Substitute Employees

In accordance with law, a majority of the whole Board must approve the employment of all employees, which includes substitute employees. The superintendent will present an initial list of substitute employees to the Board for approval. If substitute employees are added to or removed from the list, the superintendent will submit the revised list or the individual changes to the Board for approval.

Part-Time Employees

The superintendent or designee may create part-time employment positions in situations where the district will benefit from employing part-time staff or where full-time staff are not necessary to accomplish the district's goals. The district will employ persons in part-time positions in accordance with the district's regular hiring practices and Board policy.

Job Sharing

The district may employ classroom teachers through a job-sharing arrangement in accordance with law. Classroom teachers in a job-sharing position shall receive paid legal holidays and paid leave applicable to all classroom teachers on a pro rata basis.

A job-sharing position shall mean any position that is shared with one other employee, requires employment of at least 17 and no more than 20 hours per week on a regular basis and requires at least 70 percent of all time spent in classroom instruction. Instructional support or school services positions (such as school counselors, media coordinators, psychologists, social workers, audiologists, speech-language pathologists and nursing positions) are not eligible for job sharing under state law but may still be employed on a part-time basis.

FILE: GB
Critical

Employing Retirees

The district may employ persons retired and currently receiving a retirement allowance from a public retirement system, but the district shall consult with that public retirement system before hiring one of their beneficiaries.

Contracts

The contracts of all teachers employed on a regular, part-time basis must explicitly state the percentage of full-time equivalent (FTE) work for which they are contracted so that the district may accurately calculate the accumulation of tenure.

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Note: The reader is encouraged to check the index located at the beginning of this section for other pertinent policies and to review administrative procedures and/or forms for related information.

Adopted:

Revised:

Legal Refs: §§ 162.301, 168.101 - .130, .303, 169.322, .324, .331, .475, .560, .561, .596, .660,
RSMo.
5 C.S.R. 20-400.110, .220
16 C.S.R. 10-5.010, 6.060

Southwest Livingston Co. R-I School Dist, Ludlow, Missouri

EXEMPT AND NONEXEMPT EMPLOYEES

Definitions

Exempt Employees – Those employees whose duties and compensation meet the requirements to be an exempt executive, administrative, professional or computer employee as defined in federal law and who are not eligible for overtime compensation.

Hours Worked – For the purposes of this policy, hours worked means all hours during which the individual is required to be on duty—generally from the required starting time to normal quitting time—and all hours an employee is permitted to work, in accordance with law. Meal periods of 30 minutes or longer and break periods of 20 minutes or longer do not count as hours worked as long as the employee is relieved of all duties and is free to leave his or her duty post. Breaks for nursing mothers to express breast milk are also not considered as hours worked.

Nonexempt Employees – This includes all district employees not specifically identified as exempt under federal law. This generally includes noncertificated staff; however, in some circumstances noncertificated staff members may qualify for exempt status. The Board directs the superintendent to ensure that job positions are classified as exempt or nonexempt and that employees are made aware of these classifications. Employees in doubt about their status should contact their immediate supervisor.

Overtime – Actual hours worked in excess of 40 hours in a workweek.

Compensation

Exempt and nonexempt employees will be compensated in accordance with the applicable Board policy. Unless otherwise permitted by law, exempt employees will be compensated on a salary basis. Nonexempt employees may be compensated on either a salary or hourly basis, although amounts paid for overtime work and deductions for unpaid leave will be calculated using an employee's regular hourly rate of pay. The district will comply with minimum wage laws, when applicable.

All nonexempt employees are required to complete a daily time record showing actual hours worked. Supervisors of nonexempt employees must verify the accuracy of such records on a weekly basis. Failure to maintain or verify such records or falsification of these records will be grounds for disciplinary action.

FILE: GBA
Critical

Overtime

The Board discourages overtime work by nonexempt employees. A nonexempt employee shall not work overtime without the express approval of his or her supervisor. Nonexempt employees who begin work earlier or work later than their assigned hours without prior authorization from their immediate supervisor are subject to discipline, including termination.

A nonexempt employee will be paid one and one-half times his or her regular rate of pay for each hour of overtime.

Required Breaks

In accordance with law, the district will provide a reasonable break time for an employee to express milk for her nursing child each time the employee has a need to express for one year after the child's birth. The district will provide a location, other than a bathroom, that is shielded from view and free from intrusion from coworkers and the public that employees may use to express milk.

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Note: The reader is encouraged to check the index located at the beginning of this section for other pertinent policies and to review administrative procedures and/or forms for related information.

Adopted:

Revised:

Legal Refs: Fair Labor Standards Act, 29 U.S.C. §§ 201 - 216
Garcia v. San Antonio Metro. Transit Auth., 469 U.S. 528 (1985)

Southwest Livingston Co. R-I School Dist, Ludlow, Missouri

STAFF EXTRA-DUTY ASSIGNMENTS

All staff members are expected to perform reasonable duties over and above their regular responsibilities when the district determines that such additional work is necessary to supervise students, monitor an event, assist in an emergency situation or otherwise further the district's education mission. For example, employees may be assigned to sell tickets for extracurricular events or supervise students at district activities as part of their regular job duties.

The Board directs the district administrative staff to carefully plan for staffing needs in advance, equitably distribute duties among qualified staff members when possible, and avoid situations where the district is obligated to pay overtime compensation when possible.

The district expects all employees to act professionally in all of their duties, regardless of whether it is the employee's regular position or an extra duty and regardless of whether the employee is compensated an additional amount for the duty. An employee's actions while performing an extra-duty position will be included in the employee's regular performance evaluation and may be used to determine the employee's suitability for continued employment in the district in any capacity.

Compensated Extra-Duty Positions

If the Board determines that a particular assignment would make a major demand on an employee's time, the Board may decide to create a compensated extra-duty position. An affirmative vote of a majority of the Board is necessary to assign an employee to a compensated extra-duty position. The Board will approve regular extra-duty assignments and compensation for those assignments on an annual basis.

Extra-duty positions may be at-will positions, or the Board may enter into an employment contract for them. Employees will be compensated as directed in policies GCBA and GDBA. The district will avoid assigning extra duties to an employee if such assignment would result in payment of overtime compensation, unless the superintendent or designee determines the assignment is necessary and the additional amount is included in the budget for extra duties. Extra-duty positions are not subject to the provisions of the Teacher Tenure Act.

Occasional or Sporadic Extra Duties

If the Board decides to compensate employees for occasional or sporadic extra duties, such as taking tickets at events, the superintendent or designee will annually recruit current employees who are interested in earning additional compensation for these duties. The Board will approve the list of interested employees and will set compensation for the duties. After approval, the superintendent or designee has the responsibility for equitably assigning approved employees to those extra duties throughout the year.

FILE: GBAA
Critical

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Note: The reader is encouraged to check the index located at the beginning of this section for other pertinent policies and to review administrative procedures and/or forms for related information.

Adopted:

Revised:

Legal Refs: Fair Labor Standards Act, 29 U.S.C. §§ 201 - 216
Garcia v. San Antonio Metropolitan Transit Authority, Nos. 82-1913, 82-1915,
15LW4135

Southwest Livingston Co. R-I School Dist, Ludlow, Missouri

STAFFING WITH AND EMPLOYING RETIREES

For the purposes of this policy, a "retiree" is defined as a person who is receiving retirement benefits from the Missouri Public School Retirement System, the Public Education Employee Retirement System, the Kansas City Public School Retirement System or the Public School Retirement System of the City of St. Louis.

The Southwest Livingston Co. R-I School Dist encourages the superintendent or designee to consider past public school experience when making staffing decisions. When the district will benefit, the district may employ a retiree or contract with a retiree as an independent contractor. The district may also utilize the services of a retiree employed by a third party including, but not limited to, a staffing agency. The district will not create a position solely to benefit a retiree, but the district encourages retirees to apply for positions with the district.

However, given the strict regulation of retirees, the district will staff with a retiree only in situations where the applicable retirement laws will not be violated and the retiree's retirement benefits will not be jeopardized. To avoid compromising a retiree's benefits, the district will not reach a written or unwritten agreement for future employment with a person who has retired or is going to retire until the person has received his or her first retirement benefit payment.

The superintendent or designee may seek legal advice on compliance with the applicable laws and regulations.

Records

Retirees required by law to limit the number of hours they work for the district will maintain accurate records of the dates and hours they have worked as directed by the district and will provide those records to the district. Such records will be maintained by the district.

Staffing Using Independent Contractors

The district may staff positions using retirees serving as independent contractors, but the superintendent or designee will consult the district's legal counsel or auditor when necessary to ensure that the retiree is appropriately categorized for tax and withholding purposes. In accordance with law, any person performing work for the district for which teacher or administrator certification is required must be an employee of the district, not an independent contractor.

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FILE: GBAC
Critical

Note: The reader is encouraged to check the index located at the beginning of this section for other pertinent policies and to review administrative procedures and/or forms for related information.

Adopted:

Revised:

Cross Refs: AC, Prohibition against Discrimination, Harassment and Retaliation

Legal Refs: §§ 161.855, 169.322, .324, .331, .475, .560, .561, .596, .660, RSMo.
Age Discrimination in Employment Act, 29 U.S.C. §§ 621- 634
16 C.S.R. 10-5.010, 6.060

Southwest Livingston Co. R-I School Dist, Ludlow, Missouri

TELEWORK

For the purposes of this policy, telework is defined as a flexible work arrangement where employees perform some or all of their job duties from home or another approved worksite. Employees who are approved to telework are considered present for attendance purposes.

In general, the Southwest Livingston Co. R-I School Dist prefers that employees perform their duties at their assigned district buildings or offices to build relationships with students and families, ensure appropriate supervision and enable collaboration with coworkers. However, there are some positions that require employees to occasionally work remotely. There are other occasions where telework might increase district and student access to qualified employees, decrease absenteeism, be an appropriate accommodation for a disability or be a necessary alternative to closing district operations completely during an emergency.

Telework is not an entitlement and, unless there is a district emergency or disruption of operations, will be approved only when the district benefits from the arrangement and employees can effectively complete their job duties remotely. Teleworking employees will be held to the same performance expectations as other employees and are expected to follow all district policies, procedures and supervisor directives. The superintendent or designee may revise or withdraw permission to telework.

The Board directs the superintendent or designee to create procedures to implement this policy.

District Emergency or Disruption of Operations

The district may include telework in its emergency operations plan. If the district determines that a school building must close due to inclement weather, an epidemic or another emergency or disruption in district operations, an employee may be required to telework. While these situations are not common, telework is an essential function of an employee's position if the district determines that such work is necessary to maintain district operations. The superintendent or designee will include telework requirements in employee job descriptions.

When telework is necessary, the district will provide employees with equipment and reasonable supports to assist with the transition. When telework is considered an essential function of an employee's position, an employee may be disciplined or terminated for refusing to work remotely or may be required to use paid leave days when available.

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Note: *The reader is encouraged to check the index located at the beginning of this section for other pertinent policies and to review administrative procedures and/or forms for related information.*

Adopted:

Revised:

FILE: GBAD
Basic

Cross Refs: AC, Prohibition against Discrimination, Harassment and Retaliation
EHB, Technology Usage
EHBA, Data Governance and Security
IC, Academic Calendar
JO, Student Records

Southwest Livingston Co. R-I School Dist, Ludlow, Missouri

STAFF INVOLVEMENT IN DECISION MAKING

The Board of Education encourages employees to contribute their ideas for the betterment of the school district. Members of both professional and support staff may be asked to assist in developing policies, rules and procedures and establishing the district goals and objectives, budget, and curriculum. The superintendent is authorized to establish any committees viewed as appropriate to recommend policies, rules and procedures for the proper functioning of the district. Staff members should be advised, however, that the final decision on matters on which their advice is requested or received will rest with the Board or with the administrator(s) to whom the Board has delegated responsibility.

The superintendent will establish channels for the intercommunication of ideas among the professional and support staff, the administration and the Board regarding the operation of the schools. In addition, the superintendent shall also weigh with due consideration the counsel given by employees, and especially that given by groups designated to represent large segments of the professional and support staff. The superintendent shall inform the Board of such counsel when presenting reports of administrative action and recommendations for Board action. The superintendent's recommendations may vary from the advice of such counsel when, in his or her judgment, other considerations prevail.

Each building administrator will maintain channels for conferring with both the professional and support staff in establishing building rules and procedures. In addition, professional staff employees will be given opportunity and encouragement to contribute in the development of the curriculum and other policies, rules and procedures pertaining to the instructional program.

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Note: The reader is encouraged to check the index located at the beginning of this section for other pertinent policies and to review administrative procedures and/or forms for related information.

Adopted:

Revised:

Cross Refs: AD, School District Mission
BF, School Board Policy Process
HA, Negotiations with Employee Representatives
IF, Curriculum Development

Legal Refs: Education Consolidation and Improvement Act (ECIA), as part of P.L. 97- 35,
The Omnibus Budget Reconciliation Act of 1981

Southwest Livingston Co. R-I School Dist, Ludlow, Missouri

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FAMILY AND MEDICAL LEAVE

The district will administer leave that qualifies for Family and Medical Leave Act (FMLA) protection in accordance with federal law. This policy is intended for guidance and shall not be interpreted to expand the district's responsibilities beyond the requirements of the law. For employees who are not eligible for FMLA leave, including employees who have exhausted available FMLA-protected leave, requests for leave shall proceed according to the district's established policies.

Definitions

The following definitions apply to FMLA leave:

Armed Forces – Army, Navy, Air Force, Marine Corps and Coast Guard, including the National Guard and Reserves.

Child – A biological, adopted or foster child; a stepchild; a legal ward; or a child of a person acting as a parent if the child is under 18 or 18 or over but incapable of self-care due to mental or physical disability at the time that FMLA leave is to commence. For the qualifying exigency leave and military caregiver leave only, the age of the child does not matter.

Covered Active Duty – In the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country. In the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty in accordance with law.

Covered Servicemember (for qualifying exigency leave) – The employee's spouse, child or parent under a federal call or order to covered active duty.

Covered Servicemember (for military caregiver leave) – The employee's spouse, child, parent or next of kin who is 1) a member of the Armed Forces (including a member of the National Guard or Reserves) who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or 2) a veteran who is undergoing medical treatment, recuperation or therapy for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of five years preceding the date the eligible employee takes FMLA leave to care for the veteran.

Instructional Employees – Employees whose principal function is to teach and instruct students in a class, a small group or an individual setting. This term includes athletic coaches, driving instructors and special education assistants, such as signers for the hearing impaired. It does not

FILE: GBBDA
Critical

include teachers' assistants or aides who do not have as their principal job actual teaching or instructing, nor does it include auxiliary personnel such as counselors, psychologists or curriculum specialists. It also does not include cafeteria workers, maintenance workers or bus drivers.

Next of Kin – For the purposes of military caregiver leave, the nearest blood relative other than a spouse, parent, son or daughter, in order of priority as established by 29 C.F.R. § 825.127.

Outpatient Status – Covered servicemember assigned to a military medical treatment facility or a unit established for the purpose of providing command and control of members of the Armed Forces as outpatients.

Parent – The biological, adoptive, stepparent or foster parent of a "child" as defined in this policy.

Qualifying Exigency – Issues that arise due to covered active duty or a call to covered active duty of an employee's spouse, child or parent, including issues involved with short-notice deployment, military events and related activities, childcare and school activities, the need for financial and legal arrangements, counseling, rest and recuperation, post-deployment activities, parental care, and other activities as defined by 29 C.F.R. § 825.126.

Serious Health Condition – Illness, injury, impairment or physical or mental condition that involves inpatient care in a hospital, hospice or residential medical facility or continuing treatment by a healthcare provider.

Serious Illness or Injury (for military caregiver leave) – 1) In the case of a current member of the Armed Forces, an injury or illness incurred in the line of duty on active duty in the Armed Forces (including the National Guard or Reserves) or that existed before the beginning of the servicemember's active duty and was aggravated by service in the line of duty, that may render the servicemember medically unfit to perform the duties of the servicemember's office, grade, rank or rating; and 2) in the case of a veteran, an injury or illness that meets one or more of the standards listed in 29 C.F.R. § 825.127 and that was incurred in the line of duty on active duty in the Armed Forces, or that existed before the beginning of the servicemember's active duty and was aggravated by service in the line of duty, and that manifested itself before or after the servicemember became a veteran.

Spouse – Husband or wife. In accordance with law and for the purposes of this policy, this includes the other person with whom an individual entered into marriage as defined or recognized under state law in the state in which the marriage was entered into. If the marriage was entered into outside of any state, the marriage will be recognized if it is valid in the place where it was entered into and could have been entered into in at least one state. This definition includes an individual in a same-sex or common law marriage.

Veteran – An individual who was a member of the Armed Forces (including a member of the National Guard or Reserves) and was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the veteran. For veterans discharged or released prior to March 8, 2013, the period between October 28, 2009, and March 8, 2013, does not count toward the determination of the five-year period mentioned in the previous sentence.

Eligibility

To be eligible for FMLA leave benefits, the employee must:

1. Have been employed in the district for at least 12 months (but not necessarily consecutively).
2. Have been employed for at least 1,250 hours of service during the 12-month period immediately preceding the leave.
3. Be employed at a worksite where 50 or more employees are employed by the district within 75 miles of that worksite.

An absence may qualify for FMLA protection if it is for one of the following reasons:

1. Birth and first-year care of the employee's child.
2. Adoption or foster placement of a child with the employee.
3. Serious health condition of the employee that makes the employee unable to perform one or more of the essential functions of his or her job or the serious health condition of the employee's spouse, child or parent.
4. Care of a spouse, child, parent or next of kin who is a covered servicemember (including some veterans) with a serious illness or injury (military caregiver leave).
5. A qualifying exigency arising out of the fact that the spouse, child or parent of the employee is on covered active duty, or has been notified of an impending call or order to covered active duty, in the Armed Forces.

Notice to Employees

General Notice

The district will post notice to employees explaining FMLA benefits in accordance with law. If the district employs 50 or more employees, it will include FMLA notice in an employee handbook or other written guidance to employees concerning employee benefits or leave rights or will distribute a copy of the general notice to each new employee upon hiring. Notice may be provided electronically in accordance with law.

Eligibility and Rights and Responsibilities Notices

Absent extenuating circumstances, the district will provide the employee notice of the employee's eligibility to take FMLA leave and the rights and responsibilities of the employee within five business days of the request for leave or acquiring knowledge that an employee's leave may be for an FMLA-qualifying reason. Such notice will be provided at the commencement of the first instance of leave for each FMLA-qualifying reason in the applicable 12-month period, and no subsequent notice is required in the 12-month period unless leave is taken for a different qualifying reason or the employee's eligibility status has changed.

Designation Notice

When the district has enough information to determine whether the leave is being taken for an FMLA-qualifying reason, the district will provide written notice to the employee within five business days, absent extenuating circumstances, regarding whether the leave will be counted as FMLA leave. The district will notify the employee if a fitness-for-duty certification is required before returning to work and, if required, include a list of the essential functions of the employee's position. The district will notify the employee of the number of hours, days or weeks that will be counted against the employee's FMLA leave entitlement, if known. The district may designate leave as FMLA leave retroactively if the retroactive designation will not cause harm or injury to the employee.

Employee Notice to the District

An employee must notify the district of the need for leave and explain the reasons for the leave so the district can determine whether the leave qualifies for FMLA. The leave may be delayed or denied if the employee fails to give such notice.

In all cases of foreseeable leave, the employee must provide notice, in the same manner that is required under the district's leave policies, to the superintendent or designee of the reasons for the leave, the anticipated duration of the leave and the anticipated start of the leave. If an

employee fails to provide the required notice, the district may delay or deny the FMLA-protected leave.

When the approximate timing of the need for leave is not foreseeable, an employee must provide notice to the district as soon as practicable under the facts and circumstances of the particular case, in the same manner that notice is required under the district's leave policies. The employee or the employee's spokesperson, if necessary, shall provide sufficient information for the district to reasonably determine whether the FMLA may apply to the leave request.

If the leave is for a qualifying exigency, an employee must provide notice as soon as practicable, regardless of how far in advance the leave is foreseeable. For all other qualifying reasons, an employee must provide 30 days' notice of the need to take FMLA leave when the need for leave is foreseeable. When 30 days' notice is not practicable, the employee must provide notice as soon as practicable and must explain upon request why 30 days' notice was not practicable.

"As soon as practicable" means as soon as both possible and practical under all the facts and circumstances of the individual case.

Leave Use

For all FMLA purposes except military caregiver leave, the district adopts a 12-month leave year beginning on July 1 and ending the following June 30.

1. All eligible employees are entitled to leave for a period not to exceed 12 workweeks per leave year for:
 - ▶ The birth and first-year care of the employee's child.
 - ▶ The adoption or foster placement of a child with the employee.
 - ▶ A serious health condition of the employee that makes the employee unable to perform one or more of the essential functions of his or her job or the serious health condition of the employee's spouse, child or parent.
 - ▶ A qualifying exigency arising out of the fact that the spouse, child or parent of the employee is on covered active duty, or has been notified of an impending call or order to covered active duty, in the Armed Forces. The amount of leave available for a particular type of qualifying exigency may be limited by law.
2. The FMLA leave year for military caregiver leave begins on the first day that such leave is taken and runs for the following 12 months. All eligible employees are entitled to military caregiver leave for a period not to exceed 26 workweeks of leave per single 12-

month period for the care of a spouse, child, parent or next of kin who is a covered servicemember. Twenty-six weeks of leave are available per covered servicemember, per injury/illness; however, no more than 26 weeks of leave may be used during each single 12-month period.

3. An eligible employee is entitled to a combined total of 26 workweeks of leave for any FMLA-qualifying reason during a single 12-month period, provided that the employee is entitled to no more than 12 workweeks of leave for one or more of the following: the birth of the employee's child or to care for such child; the placement of a child with the employee for adoption or foster care; in order to care for the employee's spouse, son, daughter or parent with a serious health condition; for the employee's own serious health condition; or because of a qualifying exigency. For example, an employee could take 16 weeks of military caregiver leave and still have ten weeks available for the birth of a child. However, an employee who used ten weeks of military caregiver leave could not take 14 weeks for the birth of a child because that exceeds the 12 weeks allowed for such leave. Leave that qualifies as both military caregiver leave and leave for the serious health condition of a parent, spouse or child will be designated first as military caregiver leave.
4. When both spouses are employed by the district and eligible for FMLA leave, the leave will be limited to an aggregate total of 12 workweeks during a 12-month period in cases where the leave is taken for the birth or first-year care of the employees' child, adoption or foster placement of a child with the employees, or to care for a parent with a serious health condition. However, where both spouses use a portion of the total 12-week FMLA leave entitlement for the same qualifying event, the spouses would each be entitled to the difference between the amount he or she has taken individually and 12 weeks for another qualifying purpose. When both spouses are employed by the district and use military caregiver leave or a combination of military caregiver leave and leave for the birth or first-year care of their child, adoption or foster placement of a child with the employees, or to care for a parent with a serious health condition, both employees will be limited to an aggregate total of 26 workweeks of leave.
5. The district shall apply all appropriate paid leave to an FMLA absence to the extent allowed by law and policy, giving proper notice to the employee. If an employee's accrued paid leave is exhausted, but an FMLA-qualifying reason for absence persists or a new FMLA-qualifying reason for absence occurs, the resulting absences will continue to be protected FMLA leave until allowable FMLA leave has been used, but such absences will be unpaid.
6. When an employee has an absence that meets the criteria to be an FMLA-qualified absence, the district will designate such absence as part of the employee's total annual FMLA entitlement, even if the employee has not requested FMLA leave and/or is absent

under paid or unpaid leave in accordance with law or district policy. If an employee is on a Workers' Compensation absence due to an injury or illness that would also qualify as a serious health condition under the FMLA, the same absence will also be designated as an FMLA-qualifying absence and charged against the employee's FMLA-protected time entitlement.

7. FMLA leave may be taken intermittently as required for the health of the employee or family member or as reduced-schedule leave in increments no greater than the shortest period of time that the district uses to account for use of other forms of leave, provided that it is not greater than one hour and provided that the FMLA entitlement is not reduced by more than the amount of leave actually taken. Instructional employees may take intermittent or reduced-schedule leave to be with a healthy newborn only when the district and the employee have reached agreement for how the leave will be used.
8. The district reserves the right to require adequate certification and recertification of any FMLA-qualifying event or condition of the employee or employee's spouse, child, parent or next of kin and authentication or clarification of such certification as the district deems necessary. Failure to provide such certification when requested will result in denial of the leave, and may result in discipline or termination of employment. Employees on FMLA-designated leave must periodically report on their status and intent to return to work. The district may also require that an employee present a certification of fitness to return to work.

Instructional Employees

If intermittent leave or reduced-schedule leave equals more than 20 percent of instructional time, the district may require instructional employees who take such leave due to medical reasons to take block leave or to find an alternative placement for the period of planned medical treatment. When an instructional employee on FMLA leave is scheduled to return close to the end of a school term, the district may elect to use a special rule to prolong the employee's leave until the beginning of the next school term, thus extending the leave beyond the period where an FMLA-qualifying reason exists. In such an instance, the prolonged leave time is unpaid and is not charged against the employee's annual FMLA entitlement. In cases where the special rules for instructional employees apply, the superintendent may apply those special rules or the general FMLA rules as best serves the interest of the district.

Leave Protections

The use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of the employee's leave. Eligible employees are entitled to continued participation in the district's health plan as long as they are entitled to FMLA leave protection; however, an employee who fails to return to work after the expiration of his or her allowed leave time will be expected to reimburse the district for those benefits paid, as required by law.

Eligible employees who are absent for an FMLA-qualifying reason generally may return to the same position or an equivalent position with equivalent pay, benefits and working conditions at the conclusion of the leave, in accordance with law. However, the district has the discretion to assign employees taking intermittent leave or returning from FMLA leave to a different position or a position in a different building, grade level or classroom as long as the employee has the appropriate certification or license for the position. Depending on the circumstances, instructional employees may be assigned to substitute teacher positions, positions as in-school suspension supervisors or other district positions for which they are certificated if the district determines that such placement is necessary to ensure consistency of instruction.

The FMLA makes it unlawful for any employer to interfere with, restrain or deny the exercise of any right provided under the FMLA. Additionally, it is unlawful for any employer to discharge or discriminate against any person for opposing any practice made unlawful by the FMLA or for involvement in any proceeding under or relating to the FMLA.

Recordkeeping

The superintendent or designee will ensure that personnel records regarding FMLA eligibility and leave are maintained in accordance with law and available for inspection, copying and transcription by representatives of the U.S. Department of Labor upon request.

Enforcement

The U.S. Department of Labor is authorized to investigate and resolve complaints of violation of the FMLA. An eligible employee may bring a civil action against an employer for violations. For additional information, contact the nearest office of the U.S. Department of Labor's Wage and Hour Division.

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Note: The reader is encouraged to check the index located at the beginning of this section for other pertinent policies and to review administrative procedures and/or forms for related information.

Adopted:

Revised:

Cross Refs: DLB, Salary Deductions

Legal Refs: 10 U.S.C. § 101(a)(13)
Family and Medical Leave Act of 1993, 29 U.S.C. §§ 2611 - 2619
29 C.F.R. §§ 825.100 - .702

Southwest Livingston Co. R-I School Dist, Ludlow, Missouri

STAFF CONFLICT OF INTEREST

All employees of the Southwest Livingston Co. R-I School Dist shall adhere to the laws regarding conflict of interest and avoid situations where their decisions or actions in their employment capacities violate the provisions of this policy or conflict with the mission of the district.

Purchases Involving Federal Funds

In addition to the requirements of this policy, the provisions of policy DJFA and related procedures must be followed when federal funds are used.

Definitions

Business with Which an Employee Is Associated – For the purposes of this policy, a business with which an employee is associated means:

1. A sole proprietorship owned by the employee, his or her spouse or any dependent children in the person's custody.
2. A partnership or joint venture in which the employee or spouse is a partner, other than as a limited partner of a limited partnership, and any corporation or limited partnership in which the employee is an officer or director or of which the employee or his or her spouse or dependent children in the employee's custody, whether singularly or collectively, own more than ten percent of the outstanding shares of any class of stock or partnership units.
3. Any trust in which the employee is the settlor or trustee, or in which the employee, spouse or dependent children, singularly or collectively, are beneficiaries or holders of a reversionary interest of ten percent or more of the corpus of the trust.

Special Monetary Benefit – Being materially affected in a substantially different manner or degree than the manner or degree in which the public in general will be affected or, if the matter affects only a special class of persons, then affected in a substantially different manner or degree than the manner or degree in which such class will be affected.

Sale, Rental or Lease of Personal Property (Property other than Real Estate)

No employee of the district shall sell, rent or lease any personal property to the school district for consideration in excess of five hundred dollars' value per transaction or five thousand dollars' value per year to him or her, to his or her spouse, to a dependent child in his or her custody or to any business with which he or she is associated unless the transaction is made pursuant to an award on a contract let or sale made after public notice and competitive bidding, provided that the bid or offer accepted is the lowest received.

Sale, Rental or Lease of Real Property (Real Estate)

No employee of the district shall sell, rent or lease any real property to the school district for consideration in excess of five hundred dollars' value per transaction or five thousand dollars' value per year to him or her, to his or her spouse, to a dependent child in his or her custody or to any business with which he or she is associated unless the transaction is made pursuant to an award on a contract let or sale made after public notice.

Independent Contractor Services

No employee of the district shall perform service as an independent contractor for consideration in excess of five hundred dollars' value per transaction or five thousand dollars' value per year to him or her, to his or her spouse, to a dependent child in his or her custody or to any business with which he or she is associated unless the transaction is made pursuant to an award on a contract let or sale made after public notice and competitive bidding, provided that the bid or offer accepted is the lowest received.

Additional Prohibitions

4. Employees may not act or refrain from acting by reason of any payment, offer to pay, promise to pay or receipt of anything of actual pecuniary value paid or payable, or received or receivable, to themselves or any third person. This includes a gift or contribution made or received in relationship to or as a condition of the performance of an official act.
5. Employees shall not favorably act on any matter that is specifically designed to provide a special monetary benefit to them, their spouse or any dependent children in their custody.
6. Employees will not use their decision-making authority for the purpose of obtaining a financial gain that materially enriches them, their spouse or any dependent children in their custody by acting or refraining from acting for the purpose of coercing or extorting anything of actual pecuniary value.
7. Employees shall not offer, promote or advocate for a political appointment in exchange for anything of value to any political subdivision.
8. An employee will not attempt to directly or indirectly influence any district decision when the employee knows the result of the decision may be the district's acceptance of a service or the sale, rental or lease of any property to the district and the employee, his or her spouse, dependent children in his or her custody or any business with which the employee is associated will benefit financially.
9. An employee will not use his or her position with the district to influence purchases made by students or parents/guardians that result in the financial gain of the employee, the

employee's spouse, the employee's dependent children or businesses with which they are associated, unless authorized by the Board of Education.

10. An employee will not trademark, patent, copyright or claim ownership interest in any inventions, publications, ideas, processes, compositions, programs, images or other intellectual property created by the employee in his or her capacity as an employee of the district, unless authorized by the Board of Education. The district will not pay royalties, licensing fees or other fees to employees or businesses with which they are associated for the use of intellectual property created by employees in their employment capacities, unless authorized by the Board of Education.
11. An employee will not receive compensation, other than the compensation received from the district, for tutoring students currently enrolled in a class the employee teaches unless authorized by the Board of Education. Any private tutoring of students for a fee on district property is subject to facility usage policies and procedures.
12. Employees will not accept gifts from an individual student, parent/guardian, vendor, vendor's representative or any person who does or is attempting to do business with the district unless authorized by the Board or the employee's immediate supervisor. Gifts include, but are not limited to, money, personal property, free meals, tickets to events, travel expenditures and games of golf valued in excess of the amount set by the Board. Door prizes and other randomly awarded prizes, such as those awarded from raffles or other fundraising events, are not considered a gift or gratuity.

Use of Confidential Information

Employees shall not use or disclose confidential information obtained in the course of or by reason of their employment in any manner with intent to result in financial gain for themselves, their spouses, dependent children in their custody, any business with which they are associated or any other person. Even when there is no financial gain involved, misuse of confidential information or failure to keep information confidential violates Board policy and could also violate state and federal law.

Administrative and Executive Employees

In addition to the above-listed requirements, the following restrictions apply to all administrative and executive employees in the school district, in accordance with law. Administrative and executive employees of the district may not:

13. Receive compensation or payment for services from any person, firm or corporation, other than the compensation provided by the district for the performance of their official duties, to attempt to influence a decision by the district.
14. Perform any service for compensation by which they attempt to influence a decision of the district for one year after the termination of their employment with the district.

Financial Disclosure

The superintendent, chief purchasing officer and general counsel, if employed full-time by the district, will file an annual disclosure statement with the Missouri Ethics Commission in accordance with law and Board policy BBFA.

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Note: The reader is encouraged to check the index located at the beginning of this section for other pertinent policies and to review administrative procedures and/or forms for related information.

Adopted:

Revised:

Cross Refs: BBFA, Board Member Conflict of Interest and Financial Disclosure
DA, Fiscal Responsibility
DD, Grants
DJF, Purchasing
DJFA, Federal Programs and Projects
DN, Surplus District Property
KG, Community Use of District Facilities

MSIP Refs: G-1

Legal Refs: §§ 105.450 - .458, .462, .466 - .467, .472, 168.114, .126, RSMo.
2 C.F.R. §§ 200.112, .113, .317, .318, .338

Southwest Livingston Co. R-I School Dist, Ludlow, Missouri

STAFF CONDUCT

The Board of Education expects every employee to act professionally, ethically and responsibly; use good judgment; and do what is necessary to maintain a safe learning environment and positive relations with students, parents/guardians, coworkers and the public. In addition to expectations in other Board policies and directives from supervisors, district expectations for employees include, but are not limited to, the following:

1. Become familiar with, enforce and follow all applicable Board policies and regulations, administrative procedures, other directions given by district administrators and supervisors, and state and federal laws.
2. Maintain courteous and professional relationships with students, parents/guardians, other district employees and the public. Transmit constructive criticism to the particular school administrator or supervisor who has the administrative responsibility to address the concern. Employees will not be disciplined for speech that is protected by law and are encouraged to share concerns with their supervisors.
3. Actively participate in professional development and obtain information necessary to effectively perform the employee's job duties.
4. Conduct all official business in a professional and timely manner. Meet deadlines set by the district, administrative staff and supervisors. Conduct business with the appropriate designated person or department.
5. Care for, properly use and protect school property. Immediately report all dangerous building conditions to the building supervisor and take action to rectify the situation in order to protect the safety of students and others. Take appropriate action to prevent loss or theft of district property, and immediately report loss or theft of district property.
6. Attend all meetings called by supervisors or the district administration unless excused. Arrive at work and leave work at the time specified by the district or as directed by a supervisor, and follow district policies, procedures and directives regarding absences. All nonexempt employees must receive permission from a supervisor prior to working overtime.
7. Maintain records as required by law, Board policy and procedure, and do not destroy records unless authorized to do so. Keep all student records, medical information and other legally protected information confidential. Submit all required documents, information, data or reports at the time requested. Employees must not falsify records, create misleading records or compromise the accuracy and security of district data.

FILE: GBCB
Critical

8. Properly supervise all students. The Board expects all students to be under assigned adult supervision at all times during school and during any school activity. Employees must not leave students unsupervised except as necessary to handle an emergency situation.
9. Obey all safety rules, including rules protecting the safety and welfare of students.
10. Communicate clearly and professionally. Employees will not use profanity and will not raise their voices unless necessary. Written communication must be grammatically correct. Employees will not be disciplined for speech that is protected by law and are encouraged to share concerns with their supervisors.
11. Dress in a professional manner that does not interfere with the educational environment and as directed by administrators or supervisors.
12. Other than commissioned law enforcement officers, school employees shall not perform strip searches, as defined in state law, of students except in situations where an employee reasonably believes that the student possesses a weapon, explosive or substance that poses an imminent threat of physical harm to the student or others and a commissioned law enforcement officer is not immediately available.
13. School employees shall not direct a student to remove an emblem, insignia or garment, including a religious emblem, insignia or garment, as long as such emblem, insignia or garment is worn in a manner that does not promote disruptive behavior.
14. State law prohibits teachers from participating in the management of a campaign for the election or defeat of a member of the Board of Education that employs such teacher.
15. Unless otherwise allowed by law, employees may not engage in political campaigning during the working day or during times when they are performing their official duties.
16. Employees will not represent their personal opinions as the opinions of the district and, to avoid confusion, are required to clearly indicate when they are speaking or writing as an individual and not a representative of the district.

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Note: The reader is encouraged to check the index located at the beginning of this section for other pertinent policies and to review administrative procedures and/or forms for related information.

Adopted:

Revised:

Cross Refs: AC, Prohibition against Discrimination, Harassment and Retaliation
CH, Policy Implementation and Dissemination
DCB, Political Campaigns
DJF, Purchasing
IGDF, Student Fundraising
IND, Ceremonies and Observances
JFG, Searches of Students
JO, Student Records
KI, Public Solicitations/Advertising in District Facilities

Legal Refs: §§ 105.055, 167.166, 168.114, .130, RSMo.
U.S. Const., amend. I

Southwest Livingston Co. R-I School Dist, Ludlow, Missouri

EMPLOYEE WALKOUTS, STRIKES AND OTHER DISRUPTIONS

The Board is committed to peacefully resolving labor issues, but the Board will not hesitate to act if district operations or the student learning environment are disrupted. No employee shall engage in any strike, walkout, work slowdown, stoppage or interruption of work, work-to-rule, boycott, refusal to cross any picket line, sit-down, sit-in, walk-out, sick-out, concerted refusal to work or any other practice that disrupts the school environment or interferes with district operations. This prohibition includes sympathy strikes or other disruptive actions taken in support of a different bargaining unit in the district or elsewhere.

In the event of a disruption, the superintendent or designee is authorized to contact an attorney to seek court intervention, compensation or any other recourse in accordance with law. Any employee participating in disruptive acts will be deemed to have engaged in a serious violation of Board policy, will be considered excessively and unreasonably absent from duties, and may be terminated or otherwise disciplined. The Board may also seek revocation of an employee's license(s). Employees will not be disciplined for actions protected by law.

During a strike, work stoppage or other disruption of the district, all employees are prohibited from using paid or unpaid leave unless the leave is required by law or unless the employee provides evidence satisfactory to the district of the need for the leave. The Board also reserves the right to revoke previously approved vacation leave, personal leave or other optional leaves.

The superintendent or designee is directed to develop an emergency plan to be used in the event of a strike, work stoppage or other disruption to the educational environment. The superintendent or designee may reassign employees as necessary to keep schools operating and may hire replacement employees in accordance with law. If necessary, the superintendent may close schools with the understanding that all education facilities will be reopened as soon as practical.

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Note: *The reader is encouraged to check the index located at the beginning of this section for other pertinent policies and to review administrative procedures and/or forms for related information.*

Adopted:

Revised:

Cross Refs: HA, Negotiations with Employee Representatives
HH, Teacher Negotiating Representatives

Legal Refs: Mo. Const. art. I, § 29
§§ 105.500 - .598, 168.114, .116, RSMo.
Independence - Nat'l Educ. Ass'n v. Independence Sch. Dist., 223 S.W.3d 131
(2007)
Willis v. School Dist. of Kansas City, 606 S.W.2d 189 (Mo. Ct. App. 1980)

FILE: GBCBA
Critical

Karney v. Mo. Dept. of Labor and Indus. Rel. ___ S.W.3d ___ (2020)
U.S. Const. amend. I

Southwest Livingston Co. R-I School Dist, Ludlow, Missouri

PROTECTED STAFF COMMUNICATIONS

The Southwest Livingston Co. R-I School Dist respects the opinions of district employees and will not take action against district employees solely for speech that is protected by state or federal law. The superintendent or designee may contact the district's attorney prior to taking disciplinary action to ensure compliance with these laws.

While there are numerous statutes, constitutional provisions and court cases on this subject, this policy is intended to address only the requirements of § 105.055, RSMo.

Definitions

Disciplinary Action – Any dismissal, demotion, transfer, reassignment, suspension, reprimand, warning of possible dismissal or withholding of work, regardless of whether the withholding of work has affected or will affect a district employee's compensation.

District Employee – Any employee, volunteer, intern or other individual performing work or services for the district.

Employee Responsibilities

The district encourages district employees to be mindful of the impact their communication may have on the school district community and expects employees to take responsibility for their own communications regardless of whether the communication occurs while off duty or working. District employees are prohibited from representing their opinions as those of the district and are required to clarify, when necessary, when they are speaking as an individual and not as a representative of the district. All communications made by an employee while working for or representing the district must be professional.

Protected Communications

District administrators or supervisors will not prohibit an employee from discussing the operations of the district, either specifically or generally, with any member of the legislature, the state auditor, the attorney general, a prosecuting or circuit attorney, a law enforcement agency, the news media, members of the public, or any state official or body charged with the investigation of misconduct listed in this policy unless allowed by law.

Unless a disclosure is prohibited by law, neither the district nor its administrators and supervisors will prohibit a district employee from, or take disciplinary action against a district employee for, disclosing an alleged prohibited activity under investigation, any related activity or any information the district employee reasonably believes to be evidence of:

1. A violation of any law, rule or regulation;
2. Mismanagement;

FILE: GBCBB
Critical

3. A gross waste of district funds;
4. An abuse of authority;
5. Any violation of district policy;
6. A waste of public resources;
7. Any alteration of technical findings or communication of scientific opinion;
8. A breach of professional ethical canons; or
9. A substantial and specific danger to public health or safety.

All district employees and volunteers who have reasonable cause to suspect fraud must immediately report that suspicion to an administrator or supervisor pursuant to policy DA.

No administrator or supervisor shall require a district employee to provide notice prior to disclosing any activity listed above or prevent a district employee from testifying before a court or an administrative or legislative body regarding any alleged prohibited activity or disclosure of information.

Requests for Information and Testimony

In general and in accordance with law, the district will comply with legislative requests for information as well as any requests for information by a court or other legislative body. Likewise, the district will cooperate in situations where a court or legislative body seeks district employee testimony regarding any alleged prohibited activity.

District employees who receive a legislative request for information are required to inform district administrators or supervisors. District employees are also required to provide district administrators or supervisors information regarding the substance of any testimony the district employee makes to legislators on behalf of the district.

Leaving Work Areas

District employees are required to follow all applicable rules and supervisor instructions regarding attendance. A district employee may not leave assigned work areas during normal work hours to discuss district operations or to make protected disclosures under this policy, particularly in situations where students would be left unsupervised, unless the employee:

1. Is reporting suspected child abuse or neglect;
2. Is asked by a legislator or legislative committee to appear before a legislative committee;
3. Is otherwise entitled by law or as part of his or her duties to leave the assigned work area;
or

4. Has requested and received permission from an administrator or supervisor to be relieved of his or her job duties for the purposes of reporting misconduct to the appropriate district authority. Such requests will be granted as soon as practical given the nature of the employee's job duties.

Unprotected Communications

Regardless of any protections afforded in this policy, a district employee may be disciplined for communicating information if the employee knew the information was false; if the information was disclosed in violation of the Missouri Sunshine Law or any other law; or if the disclosure was related to the employee's own violations, mismanagement, gross waste of funds, abuse of authority or endangerment of public health or safety.

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Note: *The reader is encouraged to check the index located at the beginning of this section for other pertinent policies and to review administrative procedures and/or forms for related information.*

Adopted:

Revised:

Cross Refs: BDC, Closed Meetings, Records and Votes
DA, Fiscal Responsibility
JHG, Reporting and Investigating Child Abuse/Neglect
JO, Student Records
KL, Public Complaints
KLA, Concerns and Complaints Regarding Federal Programs

Legal Refs: §§ 105.055, 210.115, 610.010, RSMo.
Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g
Americans with Disabilities Act, 42 U.S.C. §§ 12101 - 12213
Individuals with Disabilities Education Act, 20 U.S.C. §§ 1400 - 1417
Family and Medical Leave Act of 1993, 29 U.S.C. §§ 2611 - 2619
National School Lunch Program, 7 C.F.R. 210
Pickering v. Board of Education, 391 U.S. 563 (1968)
Connick v. Myers, 461 U.S. 138 (1983)
Garcetti v. Ceballos, 547 U.S. 410 (2006)

Southwest Livingston Co. R-I School Dist, Ludlow, Missouri

STAFF ABSENCES AND TARDINESS

Consistent contact with students and coworkers is necessary for an optimal learning environment and an effective working environment. Therefore, consistent attendance is an essential duty of any employee's position. While some absences are unavoidable, when an employee is routinely tardy, frequently absent or is absent for an extended period of time, the learning environment and district operations are negatively impacted.

Employees may be disciplined or terminated for excessive absences or tardiness, which includes situations where employees come to work late, leave early or abandon their duties without permission from a supervisor. Unless authorized by the Board or the superintendent or otherwise authorized by law, an employee's absence or tardiness will be considered excessive or unreasonable in any of the following circumstances:

1. The absence is for a reason not granted as paid or protected leave under Board policy or law.
2. The absence results in the employee exceeding the amount of leave granted by the Board.
3. The employee has not otherwise exhausted applicable leave days, but the absence exceeds 5 days a month, 20 days in a semester or 40 days per school year or is otherwise disruptive to district operations, as determined by the district.
4. The employee fails to appropriately notify the district of an absence as soon as possible after the employee knows he or she will be absent (commonly called No-Call, No-Show).
5. The employee does not provide the district complete and accurate information about the absence, does not respond to requests for information, or does not provide documentation related to the absence as requested or required.
6. The employee does not first obtain permission to be absent from the appropriate supervisor when required to do so.
7. The absence is for any reason other than the one given for the absence.

Even if the absence or tardiness is authorized by the Board or the superintendent, if the absence or tardiness occurs for a reason not granted as paid leave under Board policy or if it exceeds the number of days the employee has been granted under a designated leave, the employee's salary will be docked. Violation of this policy constitutes misconduct and may result in the loss of unemployment benefits if a claim is filed.

FILE: GBCBC
Critical

Employees will not be disciplined or terminated for absences qualifying for protection under the Family and Medical Leave Act (FMLA), the Uniformed Services Employment and Reemployment Rights Act (USERRA) or other applicable law.

Failure to Contact the District

If an employee without an employment contract is absent from work, does not contact his or her supervisor, and does not respond to attempts by the district to contact the employee and the employee's emergency contact, the district will assume the employee has resigned his or her employment with the district and will consider the position vacant.

If an employee with an employment contract is absent from work, does not contact his or her supervisor, and does not respond to attempts by the district to contact the employee and the employee's emergency contact, the district will send a letter and any other appropriate communication to the employee stating that if the employee does not contact the district, the district will assume that the employee has voluntarily resigned from his or her position with the district. If the employee still does not contact the district, the district will assume that the employee has resigned and will consider the position vacant.

The district may share with potential employers seeking information about a former employee the fact that the employee failed to contact the district or resign.

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Note: The reader is encouraged to check the index located at the beginning of this section for other pertinent policies and to review administrative procedures and/or forms for related information.

Adopted:

Revised:

Cross Refs: DLB, Salary Deductions

Legal Refs: §§ 168.114, .116, 288.030, RSMo.
Family and Medical Leave Act of 1993, 29 U.S.C. §§ 2611 - 2619
Uniformed Services Employment and Reemployment Rights Act, 38 U.S.C.
§§ 4301-4333
Willis v. School Dist. of Kansas City, 606 S.W.2d 189 (Mo. Ct. App. 1980)

Stewart v. Board of Educ. of Ritenour, 574 S.W.2d 471 (Mo. Ct. App. 1978)
Aubuchon v. Gasconade County R-1 Sch. Dist., 541 S.W.2d 322 (Mo. Ct. App.
1976)

Southwest Livingston Co. R-I School Dist, Ludlow, Missouri

STAFF USE OF COMMUNICATION DEVICES

The Southwest Livingston Co. R-I School Dist encourages district employees to use technology, including communication devices, to improve efficiency and safety. The district expects all employees to use communication devices in a responsible manner that does not interfere with the employee's job duties. Employees who violate district policies and procedures governing the use of communication devices may be disciplined, up to and including termination, and may be prohibited from possessing or using communication devices while at work. Communication devices may not be used in any manner that would violate the district's policy on student-staff relations.

Definitions

Communication Device – Any mobile telephone, personal digital assistant, pager, tablet, laptop or other portable device that sends, receives or retrieves calls, text messages, e-mail, other electronic communications or data, or provides access to the Internet.

Use/Using – Dialing, answering or talking on the phone; sending, reading or responding to a text, e-mail or other communication; opening and viewing pictures or digital recordings; opening and listening to music or audio communications; continuously checking a communication device; or any activity with a communication device that interferes with the employee's job duties or appropriate supervision of students. An employee is considered to be using a device even when the use is hands-free.

General Use

The district prohibits employees from using any communication device that interrupts or disrupts the performance of duties by the employee or otherwise interferes with district operations, as determined by the employee's supervisor. This prohibition applies regardless of whether the communication device used is owned by the employee or provided by the district.

Employees are responsible for keeping communication devices secure and, if possible, password protected.

Supervision of students is a priority in the district, and employees who are responsible for supervising students must concentrate on that task at all times. Employees shall not use communication devices when they are responsible for supervising students unless any of the following conditions occur:

1. The device is being used to instruct the students being supervised at the time.
2. The use is necessary to the performance of an employment-related duty.

FILE: GBCC
Critical

3. The employee has received specific and direct permission from a supervisor.
4. There is an emergency.

Even when these conditions exist, the employee is responsible for obtaining assistance in adequately supervising students during the approved use so that students are supervised at all times.

Use in Vehicles

Regardless of other provisions of this policy and in accordance with law, employees shall not use communication devices when:

1. Driving district-provided vehicles, regardless of whether the vehicle is owned, leased or otherwise obtained for district use in a district activity.
2. Operating any vehicle in which a student is being transported when the transportation is provided as part of the employee's job.
3. Supervising students who are entering or exiting a vehicle, crossing thoroughfares or otherwise safely reaching their destinations when such supervision is part of the employee's job.

The district will make an exception to the rules in this section when the communication device is used to:

1. Report illegal activity.
2. Summon medical or other emergency help.
3. Prevent injury to a person or property.
4. Relay necessary, time-sensitive information to a dispatcher with a device permanently affixed to the vehicle, in the manner allowed by law.
5. Play music, as long as the employee operating the vehicle does not turn on, select or otherwise manipulate the device while operating the vehicle or supervising students as described above.
6. Obtain directions from a global positioning or navigational system, as long as the system is being used in association with the employee's job and adequate safety precautions are taken.

Even in these situations, employees should first take all possible safety precautions before using communication devices.

Use of District-Provided Communication Devices

The district may provide communication devices and service to some employees to assist them in carrying out their employment-related duties on and off district property. Use of a district-provided communication device is a privilege. The superintendent or designee has sole discretion as to which employees will be provided communication devices and may recall any previously issued communication device. Employees do not have any expectation of privacy in district-provided communication devices or any information stored on them, and such devices may be confiscated and searched at any time.

Employees are expected to exercise reasonable care to protect district-provided communication devices from damage or theft and must report any such incidents immediately. The district may require employees to reimburse the district for any damage or theft that was the result of the employee's negligence. Users of district-provided communication devices must abide by any use limitations included in the district's service contract.

Personal Use of District-Provided Communication Devices

Personal use of district-provided communication devices is permissible as long as the use does not exceed the limits of the applicable plan. An employee whose use exceeds plan limitations will be required to reimburse the district for all expenses beyond those covered by the plan and may have privileges suspended or revoked unless the employee can show that all use was for employment-related duties and the device was not used for personal reasons. The amount of personal use of a communication device or service paid for under E-Rate can be no greater than the cost allocation submitted in the request for the E-Rate discount.

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Note: The reader is encouraged to check the index located at the beginning of this section for other pertinent policies and to review administrative procedures and/or forms for related information.

Adopted:

Revised:

FILE: GBCC
Critical

Cross Refs: AC, Prohibition against Discrimination, Harassment and Retaliation
DLCA, Travel Expenses
EHB, Technology Usage

Legal Refs: § 304.820, RSMo.
U.S. Const. amend. IV
47 C.F.R. §§ 54.500, .513

Southwest Livingston Co. R-I School Dist, Ludlow, Missouri

STAFF HEALTH AND SAFETY

The health and safety of all district personnel is of vital importance to the school district. The Board will seek to provide safe working conditions for all staff members and will give prompt consideration to those conditions that may present a threat to the health and safety of staff members. The district will respond to employee requests for reasonable accommodations when an employee has a disability as defined by Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act (ADA). All employees will receive annual training on universal precautions and the district's communicable disease policy.

The district will only make medical inquiries, require physical exams or keep medical information on an employee in accordance with law.

Individuals employed by the district or through a contracted service to drive district transportation must annually file a statement from a medical examiner with the district that indicates that they are physically qualified to operate district transportation for the purpose of transporting students. A new driver must file this statement prior to his or her initial operation of district transportation.

Medical records must be maintained on separate forms in separate medical files and shall be kept confidential.

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Note: The reader is encouraged to check the index located at the beginning of this section for other pertinent policies and to review administrative procedures and/or forms for related information.

Adopted:

Revised:

Cross Refs: EBAB, Hazardous Materials
EBB, Communicable Diseases
ECG, Animals on District Property

Legal Refs: §§ 162.064, 302.272, RSMo.
The Rehabilitation Act of 1973, Section 504, 29 U.S.C. § 794
Americans with Disabilities Act, 42 U.S.C. §§ 12101 - 12213

Southwest Livingston Co. R-I School Dist, Ludlow, Missouri

WORKERS' COMPENSATION

Pursuant to state law, an employee of the Southwest Livingston Co. R-I School Dist who is injured, killed or who is exposed to and contracts any occupational disease arising out of and in the course of employment is eligible for compensation in accordance with this policy and the Missouri Workers' Compensation Law.

Reporting

An employee must report all injuries immediately to his or her immediate supervisor by completing the district's incident report form. If the nature of the injury or illness is such that the employee cannot immediately submit the completed incident form, the employee's supervisor will assist the employee in completing the form as soon as possible, but no later than 30 days after the injury or illness. Employees who fail to report an injury or illness arising out of and in the course of employment within 30 days of such injury or illness may jeopardize their ability to receive compensation and other benefits pursuant to law and this policy.

Upon receiving a report of an injury or illness, the supervisor will immediately forward the report to the superintendent or designee. The superintendent or designee will promptly forward a copy of the report to the district's workers' compensation insurance carrier and will be responsible for keeping the carrier informed of the employee's status.

Use of Leave

The district does not permit the use of paid leave for absences during the period when the employee receives workers' compensation wage benefits. Because by law an employee will not receive workers' compensation wage benefits for the first three (3) days of absence if the total absence is less than 14 days, the district will apply available paid leave for those days. However, the employee will only receive compensation for those days once the district knows that the employee will not receive workers' compensation wage benefits for those days.

Employees who are absent due to an illness or injury compensable under workers' compensation and who are receiving such compensation will not lose seniority or any accumulated paid leave due to the absence. However, the employee will not continue to accumulate paid leave during the absence.

Employees are required to use accumulated paid leave to receive medical treatment, evaluation or to attend physical rehabilitation during work time. If paid leave has been exhausted and the employee must be absent during work time to receive medical treatment, evaluation or to attend physical rehabilitation in conjunction with a work-related injury or illness, the employee may be granted unpaid leave.

Medical Providers

The district may designate medical providers to be used in the administration of workers' compensation claims and treatment. A list of district-designated providers will be available to employees upon request. If a medical provider has been designated by the district and the employee chooses to use his or her own provider, the employee is responsible for all costs associated with the provision of those services.

Loss of Benefits

An injury caused by the failure of employees to use safety devices provided by the district or obey rules adopted by the district for the safety of employees will result in the reduction of benefits payable under this policy and pursuant to law.

Violation of the district's Drug-Free Workplace policy or any other district policy, procedure or rule relating to the use of alcohol or nonprescribed controlled substances will result in a reduction or loss of benefits payable under this policy and pursuant to law if the injury was sustained in conjunction with the use of alcohol or nonprescribed controlled substances.

The Board authorizes post-injury testing for nonprescribed controlled substances or alcohol in accordance with Board policy and law. Refusal to submit to the test will result in the loss of benefits.

An employee is disqualified from receiving temporary total disability workers' compensation benefits during any period of time in which the employee receives unemployment benefits.

Temporary, partial or total disability workers' compensation benefits are not payable if an employee is terminated from employment for misconduct post-injury.

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Note: The reader is encouraged to check the index located at the beginning of this section for other pertinent policies and to review administrative procedures and/or forms for related information.

Adopted:

Revised:

Cross Refs: EBBA, Illness and Injury Response and Prevention
EEA, Student Transportation Services

Legal Refs: Chapter 287, RSMo.

Southwest Livingston Co. R-I School Dist, Ludlow, Missouri

For Office Use Only: GBEA-C.1A (9/05)

DRUG-FREE WORKPLACE

Student and employee safety is of paramount concern to the Board of Education. In recognition of the threat to safety posed by employee use or possession of drugs or alcohol, the Board of Education commits itself to a continuing good-faith effort to maintain a drug-free workplace. The Board of Education shall not tolerate the manufacture, use, possession, sale, distribution or being under the influence of controlled substances, alcoholic beverages or unauthorized prescription medications by district employees on any district property; on any district-approved vehicle used to transport students to and from school or district activities; off district property at any district-sponsored or district-approved activity, event or function, such as a field trip or athletic event, where students are under the supervision of the school district; or during any period of time such employee is supervising students on behalf of the school district or is otherwise engaged in school district business.

When it is evident that an employee has consumed alcoholic beverages or controlled substances off school property before or during a district activity, the staff member will not be allowed on school property or to participate in the activity and will be subject to the same disciplinary measures as for possession or consumption on district property.

Staff members will be tested for alcohol and controlled substances if the district has reasonable suspicion that the staff member has violated this policy. In addition, staff members who operate district transportation must submit to alcohol and drug testing as otherwise required by law. All testing will be conducted in accordance with Board policy, administrative procedures and law.

Any employee who violates this policy will be subject to disciplinary action, which may include suspension, termination and referral for prosecution. Employees may be required to satisfactorily participate in rehabilitation programs.

Each employee of this school district is hereby notified that, as a condition of employment, the employee must abide by the terms of this policy and notify the superintendent or designee of any criminal drug statute conviction for a violation occurring in or on the premises of this school district, or while engaged in regular employment. Such notification must be made by the employee to the superintendent or designee in writing no later than five (5) calendar days after conviction. The superintendent or designee will provide notice in writing of such violation to the United States Department of Education or other appropriate federal agency within ten (10) calendar days after the superintendent or designee receives such notification if the district receives any federal grants directly from such agency, as opposed to federal grants received through the Department of Elementary and Secondary Education (DESE).

The district will take appropriate disciplinary action within 30 days.

The district will institute a drug-free awareness program to inform employees of the dangerous and harmful nature of drug and alcohol abuse in the workplace, of this policy of maintaining a drug-free workplace, of available counseling and rehabilitation, and of

the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

The Board of Education recognizes that employees who have a drug abuse problem should be encouraged to seek professional assistance. Although the district will not assume financial responsibility, an employee who requests assistance shall be referred to a treatment facility or agency in the community if such facility or agency is available.

Upon the request of DESE 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. The district shall conduct a biennial review of this policy to determine its effectiveness, implement necessary changes and ensure that the disciplinary sanctions are consistently enforced.

This policy shall be communicated in writing to all present and future employees. Compliance with this policy is mandatory.

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Note: The reader is encouraged to check the index located at the beginning of this section for other pertinent policies and to review administrative procedures and/or forms for related information.

Adopted:

Revised:

Cross Refs: EBBA, Illness and Injury Response and Prevention
JFCH, Student Alcohol/Drug Abuse

Legal Refs: § 287.120, RSMo.
Controlled Substances Act, 21 U.S.C. § 812(c)
21 C.F.R. 1300.11-1308.15
Drug-Free Workplace Act of 1988, 41 U.S.C. §§ 701 - 707

Southwest Livingston Co. R-I School Dist, Ludlow, Missouri

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EMPLOYEE ALCOHOL AND DRUG TESTING *(District Provides Transportation Services)*

Provisions Applicable to All Employees

Alcohol and Drug Prohibitions

No employee may manufacture, use, possess, sell, distribute or be under the influence of alcohol or drugs in violation of the district's Drug-Free Workplace policy. All employees may be tested for alcohol and drugs if the district has reasonable suspicion that the employee has consumed alcohol or drugs in violation of Board policy.

Program Coordinator

The superintendent or designee will serve as the program coordinator to implement the district's alcohol and drug testing program within the guidelines of this policy.

Training

All staff who have supervisory duties over other staff members will be provided training on the effects of drug and alcohol use. The training will include physical, behavioral, speech and performance indicators of drug and alcohol use. Supervisors of employees who operate district transportation will be trained in accordance with federal law.

Testing Program

The district will use testing facilities with appropriately trained personnel for alcohol and drug testing. The district's drug and alcohol testing program shall provide individual privacy in the collection of specimen samples to the maximum extent possible. The specimen collection procedures and chain of custody shall ensure that specimen security, proper identification and integrity are not compromised.

Refusal to Submit to Tests

Drug or alcohol tests administered pursuant to this policy are mandatory. An employee refuses to submit when he or she fails to provide adequate breath or urine for testing when notified of the need to do so or engages in conduct that clearly obstructs the testing process.

Consequences

Employees who refuse to submit to a test, who test positive for prohibited substances or who take deliberate action with the intent to falsify test results will be subject to discipline, including termination, in accordance with Board policy and law.

Treatment

In addition to any disciplinary action taken, the district will provide employees a list containing the names, addresses and telephone numbers of substance abuse professionals and counseling and treatment programs when employees have a positive drug or alcohol test, refuse to take a test or otherwise request information about substance abuse treatment.

District Records and Reports

Alcohol and drug test results and records shall be maintained under strict confidentiality and released only in accordance with law. Upon written request, an employee shall receive copies of any records pertaining to his or her use of alcohol or drugs, including any records pertaining to his or her tests. Test records shall be maintained with the separate medical files of each employee. The district shall maintain records and reports of its alcohol and drug prevention program as required by law.

Records of drug and alcohol tests and other related records shall be made available to a subsequent employer only as expressly requested in writing by the employee.

Notification to Employees

The program coordinator shall ensure that all employees receive written materials explaining the district's drug and alcohol misuse prevention program, including copies of or access to applicable policies, procedures or handbooks.

Employees shall sign statements certifying that they have received the materials.

Provisions Applicable to Drivers

In addition to the drug testing provisions applicable to all employees, the Southwest Livingston Co. R-I School Dist, which employs operators of commercial motor vehicles ("drivers"), is required to implement a drug and alcohol testing program that fulfills federal requirements. The district will use laboratories certified by the U.S. Department of Health and Human Services to conduct drug specimen analysis. This comprehensive program shall include conducting pre-employment drug testing and reasonable suspicion, random and post-accident testing for use of alcohol or drugs by drivers; notifying drivers of the requirements and consequences of the program; maintaining appropriate records; participating in the Commercial Driver's License Drug and Alcohol Clearinghouse; and complying with the Missouri Department of Revenue's reporting requirements.

As required by law, no driver shall report for duty within four hours of using alcohol. No driver required to take a post-accident test shall use alcohol for eight hours following the accident or until he or she undergoes a post-accident alcohol test, whichever comes first.

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Note: *The reader is encouraged to check the index located at the beginning of this section for other pertinent policies and to review administrative procedures and/or forms for related information.*

Adopted:

Revised:

Cross Refs: EEA, Student Transportation Services

Legal Refs: § 287.120, RSMo.
Omnibus Transportation Employee Testing Act of 1991, 49 U.S.C. § 31306
Controlled Substances Act, 21 U.S.C. § 802(6)
49 C.F.R. Parts 40, 382, and 383

Southwest Livingston Co. R-I School Dist, Ludlow, Missouri

CRIMINAL BACKGROUND CHECKS

The Southwest Livingston Co. R-I School Dist is committed to providing a safe environment for students to learn. As part of this effort, in accordance with this policy, the district will require criminal background checks of employees as well as certain volunteers and others working on district property. The Board directs the superintendent or designee to develop procedures and practices consistent with this policy.

Definitions

Criminal Background Check – A search of all of the following:

1. Federal Bureau of Investigation's (FBI) criminal history files;
2. The Missouri State Highway Patrol's (MSHP) criminal history database and sexual offender registry;
3. The Family Care Safety Registry (FCSR) or the central registry of child abuse and neglect of the Children's Division (CD) of the Department of Social Services;
4. Missouri Case.net; and
5. Other databases required by law or by the district.

Driving Records – Traffic-related offenses contained in the Missouri Department of Revenue's databases.

Rap Back – A program designed to provide school districts automatic criminal history updates about individuals who have been previously fingerprinted. "Rap" is an acronym for "record of arrest and prosecution." Rap Back is available on the state and federal level.

Employees

Generally, the district will conduct criminal background checks in accordance with law on all new employees authorized to have contact with students prior to the employees working with students; however, the district may forgo a criminal background check when:

1. A teacher is employed to work on a part-time or substitute basis within one year of having retired from the Southwest Livingston Co. R-I School Dist.
2. An employee or potential employee has had a background check conducted by another Missouri public school within the past year and the district receives a copy of the

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background check directly from the other district or obtains electronic access to the previous background check.

3. An employee or potential employee has successfully completed a criminal background check, including a check of the FCSR, as part of the professional license application process within one year prior to employment.

In order to participate in Rap Back, the district must conduct its own background checks and may not use any of the above exceptions. Any employment offer is contingent upon the satisfactory outcome of any district-required criminal background checks. The district has the sole and absolute discretion to determine whether the outcome is satisfactory.

Drivers

The district will conduct a criminal background check on all bus drivers the district employs. The district may allow bus drivers to operate district transportation pending the results of the criminal background check.

If the district contracts for student transportation services, the contract will require the transportation company to conduct background checks on the company's employees who will have contact with district students. The contract will require the company to exclude persons who have exhibited behavior that is violent or harmful to children or adults.

Volunteers

The district will conduct a criminal background check on all individuals volunteering in positions where they may be periodically left alone with students or have access to student records. Volunteers who chaperone students on overnight trips or are sponsors, advisors or coaches of district-sponsored activities must satisfactorily complete a criminal background check.

The district is not required to conduct a background check on volunteers who have had a background check conducted by another Missouri public school within the past year if the district receives a copy of the background check directly from the other district or obtains electronic access to the previous background check.

In addition to the volunteers who are required by law to receive a full background check, the superintendent or designee may require other volunteers to undergo a background check or the district may conduct a search of the MSHP's criminal history database and the FCSR or the CD's central registry of child abuse and neglect.

Contracted Services

If the district contracts with another person or entity to provide services to students, the district may include in the contract a requirement that a criminal background check be conducted on any person who will have regular contact with students. Staff members of an early childhood education program that is under contract with the district will undergo criminal background checks as required by law.

Payment

In general, applicants for employment and volunteers are responsible for the cost of the criminal background check, but the district may later reimburse the person at the district's discretion. However, when an applicant has had a background check conducted by another Missouri public school within the past year and the district receives a copy of the background check directly from the other district or obtains electronic access to the previous background check, the district will not require an additional background check as a condition of employment or unless the district pays the cost, in accordance with law.

The district will pay the expenses associated with conducting and renewing criminal background checks for current employees. In cases where the district requires independent contractors to conduct criminal background checks, payment for the background checks will be determined by the contract.

Updating Information

The district reserves the right to require any employee or volunteer to submit to additional criminal background checks at the district's expense or to rerun background checks at any time. The district will provide the Department of Elementary and Secondary Education (DESE) the relevant personnel information necessary to conduct postemployment background checks as allowed by law.

The district may update all criminal background checks required under this policy at least every five years if the person is still volunteering or working for the district or working on district property. The district may check the driving records of all drivers of district transportation every six months. Any employee refusing to submit to a background check may be disciplined or terminated. The district may decline to utilize the services of volunteers or contractors who refuse to participate.

Ongoing Background Checks

The district may participate in the state and federal Rap Back programs, which automatically notify the district when a district employee is arrested for a reportable offense after the district has conducted an initial background check under the program. Once notified, the superintendent or designee will discuss the incident with the employee. The superintendent or designee is authorized to take appropriate action as allowed by law and district policy and to contact the district's attorney to discuss any legal concerns. Continued participation in the program requires all employees to be fingerprinted every six years and comply with each program's terms and conditions.

District Notification

As a condition of continuing to work within the district, all employees and other persons required to submit to a criminal background check pursuant to this policy must notify the district if they are charged, convicted, plead guilty to or are otherwise found guilty of any misdemeanor or felony, regardless of the imposition of sentence. This notification must be made as soon as possible, but no later than five business days after the event, and is in addition to any reporting requirement established by law.

Reporting Requirements

The superintendent or designee shall immediately provide written notice to the State Board of Education and the attorney general upon learning that a certificated employee has pled guilty to or was found guilty of any offense that would authorize the State Board to seek discipline of or revoke a teaching certificate.

In accordance with law, the district will notify the Public School Retirement System (PSRS), the Public Education Employee Retirement System (PEERS) or any other relevant state retirement system when an employee or former employee is charged with or convicted of any of the following crimes committed in direct connection with or directly related to the employee's or former employee's duties as an employee with the district when the charge or conviction is a felony:

1. Stealing under § 570.030, RSMo., when the offense involved money, property or services valued at \$5,000 or more;
2. Receiving stolen property under § 570.080, RSMo., as it existed before January 1, 2017, when such offense involved money, property or services valued at \$5,000 or more;
3. Forgery under § 570.090, RSMo.;

4. Counterfeiting under § 570.103, RSMo.;
5. Bribery of a public servant under § 576.010, RSMo.;
6. Acceding to corruption under § 576.020, RSMo.; or
7. Any substantially similar offense under federal law.

Confidentiality

Information received by the district pursuant to a criminal background check is confidential. Except as allowed by law, the district will use this information only for the district's internal purposes in determining the suitability of an applicant, employee, volunteer or other worker on district property. The district will keep this information in a location that is accessible only to persons who need to know the information to carry out their responsibilities with the district. Any person submitting to a criminal background check may receive a copy of the background check information received by the district during the time period the district has access to the information.

Pursuant to state law and upon the written request of an employee or former employee, the district may transfer a criminal background check to another school district within one year of receiving the background check.

Pursuant to state and federal law, information submitted to the MSHP for background checks will be shared with state and national Rap Back criminal background check programs if the district opts to use these programs. The information, including fingerprints, shall be retained by the state central repository and the FBI and shall be searched against other fingerprints on file, including latent fingerprints. Applicant fingerprints, while retained, may continue to be compared against other fingerprints submitted to or retained by the FBI, including latent fingerprints.

Consequences

The superintendent or designee is directed to exclude from employment or to take action to terminate individuals whose criminal background checks reveal that they have exhibited behavior that is violent or harmful to children or adults and may terminate any employee or exclude any applicant if the background check reveals behavior that would make him or her unsuitable for the position in the discretion of the superintendent or designee. A person whose background check reveals behavior that would make the person unsuitable to volunteer in the district will not be allowed to volunteer. Employees who fail to keep background check results confidential as required by law or this policy or who violate any portion of this policy or district procedure will be subject to disciplinary action up to and including termination.

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Note: The reader is encouraged to check the index located at the beginning of this section for other pertinent policies and to review administrative procedures and/or forms for related information.

Adopted:

Revised:

Cross Refs: EHBC, Data Governance and Security
 IICC, School Volunteers

Legal Refs: §§ 43.540, .543, 105.669, 163.018, 168.071, .133, 576.050, RSMo.

Southwest Livingston Co. R-I School Dist, Ludlow, Missouri

STAFF/STUDENT RELATIONS

Definitions

Educational Purpose – A reason associated with the staff member's duties in the district including, but not limited to: counseling, the treatment of a student's physical injury, or coordination of an extracurricular activity, depending on the staff member's job description.

Staff Member – For the purposes of this policy, a staff member is any individual employed by the district, including part-time and substitute employees and student teachers.

Student – Individuals currently enrolled in the Southwest Livingston Co. R-I School Dist.

General

Staff members are expected to maintain courteous and professional relationships with students. All staff members have a responsibility to provide an atmosphere conducive to learning through consistently and fairly applied discipline and the maintenance of physical and emotional boundaries with students. These boundaries must be maintained regardless of the student's age, the location of the activity, whether the student allegedly consents to the relationship or whether the staff member directly supervises the student. Maintaining these boundaries is an essential requirement for employment in the district.

Although this policy applies to the relationships between staff members and district students, staff members who inappropriately interact with any child may be disciplined or terminated when the district determines such action is necessary to protect students.

Absolute Prohibitions

There are some interactions between staff members and students that are never acceptable and are absolutely prohibited including, but not limited to:

1. Touching, caressing, fondling or kissing students in a sexual or sexually intimate manner.
2. Dating a student or discussing or planning a future romantic or sexual relationship with a student. The district may presume that this provision has been violated if a staff member begins a dating or sexual relationship with a student immediately after graduation or immediately after a student has left the district.
3. Making sexual advances toward a student or engaging in a sexual relationship with a student.

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4. Engaging in any conduct that constitutes illegal harassment or discrimination as defined in policy AC or that could constitute a violation of that policy if pervasive.
5. Engaging in any conduct that violates Board policies, regulations or procedures or constitutes criminal behavior.

Exceptions to This Policy

The goal of this policy is to protect students from harm and staff members from allegations of misconduct by requiring staff members to maintain professional boundaries with students. The district does not intend to interfere with or impede appropriate interactions between staff members and students.

An emergency situation or an educational purpose might justify deviation from some of the professional boundaries set out in this policy. Likewise, staff members might be related to students or have contact with students outside the school environment through friends, neighborhood or community activities, or participation in civic, religious or other organizations. These contacts might justify deviation from some of the standards set in this policy, but under no circumstance will an educational or other purpose justify deviating from the "Absolute Prohibitions" section of this policy.

The staff member must be prepared to articulate the reason for any deviation from the requirements of this policy and must demonstrate that he or she has maintained an appropriate relationship with the student. To avoid confusion, the district encourages staff members to consult with their supervisors prior to engaging in behaviors or activities that might violate professional boundaries as defined in this policy.

Failure to Maintain Boundaries

Unless an educational purpose exists or an exception as defined in this policy applies, examples of situations where professional physical and emotional boundaries are violated include, but are not limited to:

1. Being alone with a student in a room with a closed or locked door or with the lights off. Counselors or others who need to work with students confidentially must discuss with their supervisors the appropriate manner of meeting with students.
2. Meeting students in nonwork settings without the parent/guardian being present, even if the parent/guardian grants permission.

3. Associating with students in any setting where students are provided, are consuming or are encouraged to use or consume alcohol, tobacco, drugs or any other product or service prohibited to minors.
4. Communicating with students about sexual topics verbally or by any form of written, pictorial or electronic communication.
5. Discussing the staff member's personal problems with or in the presence of students.
6. Sponsoring parties for students outside of school unless as part of an extracurricular activity that is appropriately supervised by additional staff members.
7. Inviting students to the staff member's home.
8. Being present when students are fully or partially nude.
9. Sending students on personal errands.
10. Allowing a student to drive the staff member's vehicle.
11. Providing a student (other than the staff member's children, stepchildren or other children living in the staff member's home) transportation in the staff member's personal vehicle without a supervisor's approval, unless another staff member or the student's parent/guardian is also present in the vehicle.
12. Allowing any student to engage in behavior that would not be tolerated if done by other similarly situated students.
13. Giving gifts to individual students.
14. Frequently pulling a student from another class or activity to be with the staff member.

Electronic Communication

Staff members are encouraged to communicate with students and parents/guardians for educational purposes using a variety of effective methods, including electronic communication. As with other forms of communication, staff members must maintain professional boundaries with students while using electronic communication regardless of whether the communication methods are provided by the district or the staff member uses his or her own personal electronic communication devices, accounts, webpages or other forms of electronic communication.

The district's policies, regulations, procedures and expectations regarding in-person communications at school and during the school day also apply to electronic communications for educational purposes, regardless of when those communications occur. Staff communications must be professional, and student communications must be appropriate. Staff members may only communicate with students electronically for educational purposes between the hours of 6:00 a.m. and 10:00 p.m. Staff members may use electronic communication with students only as frequently as necessary to accomplish the educational purpose.

1. When communicating electronically with students for educational purposes, staff members must use district-provided devices, accounts and forms of communication (such as computers, phones, telephone numbers, e-mail addresses and district-sponsored webpages or social networking sites), when available. If district-provided devices, accounts and forms of communication are unavailable, staff members communicating electronically with students must do so in accordance with number two below. Staff members may communicate with students using district-provided forms of communication without first obtaining supervisor approval. These communications may be monitored. With district permission, staff members may establish websites or other accounts on behalf of the district that enable communications between staff members and students or parents/guardians. Any such website or account is considered district sponsored and must be professional and conform to all district policies, regulations and procedures.
2. A staff member's supervisor may authorize a staff member to communicate with students using the staff member's personal telephone numbers, addresses, webpages or accounts (including, but not limited to, accounts used for texting) to organize or facilitate a district-sponsored class or activity if the communication is determined necessary or beneficial, if a district-sponsored form of communication is not available, and if the communication is related to the class or activity. The district will provide notification to the parents/guardians of students participating in classes or activities for which personal electronic communications have been approved. Staff members may be required to send the communications simultaneously to the supervisor if directed to do so. Staff members are required to provide their supervisors with all education-related communications with district students upon request.
3. Staff use of any electronic communication is subject to the district's policies, regulations and procedures including, but not limited to, policies, regulations, procedures and legal requirements governing the confidentiality and release of information about identifiable students. Employees who obtain pictures or other information about identifiable students through their connections with the district are prohibited from posting such pictures or information on personal websites or personal social networking websites without permission from a supervisor.

4. The district discourages staff members from communicating with students electronically for reasons other than educational purposes. When an electronic communication is not for educational purposes, the section of this policy titled "Exceptions to This Policy" applies, and if concerns are raised, the staff member must be prepared to demonstrate that the communications are appropriate. This policy does not limit staff members from communicating with their children, stepchildren or other persons living within the staff member's home who happen to be students of the district.

Consequences

Staff members who violate this policy will be disciplined, up to and including termination of employment. Depending on the circumstances, the district may report staff members to law enforcement and the Children's Division (CD) of the Department of Social Services for further investigation, and the district may seek revocation of a staff member's license(s) with the Department of Elementary and Secondary Education (DESE).

Reporting

Any person, including a student, who has concerns about or is uncomfortable with a relationship or activities between a staff member and a student should bring this concern immediately to the attention of the principal, counselor or staff member's supervisor. If illegal discrimination or harassment is suspected, the process in policy AC will be followed.

Any staff member who possesses knowledge or evidence of possible violations of this policy must immediately make a report to the district's administration. All staff members who know or have reasonable cause to suspect child abuse shall immediately report the suspected abuse in accordance with Board policy. Staff members must also immediately report a violation or perceived violation of the district's discrimination and harassment policy (AC) to the district's nondiscrimination compliance officer. Staff members may be disciplined for failing to make such reports.

The district will not discipline, terminate or otherwise discriminate or retaliate against a staff member for reporting in good faith any action that may be a violation of this policy.

Training

The district will provide training to district staff that includes current and reliable information on identifying signs of sexual abuse in children and potentially abusive relationships between children and adults. The training will emphasize legal reporting requirements and cover how to establish an atmosphere where students feel comfortable discussing matters related to abuse.

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Note: The reader is encouraged to check the index located at the beginning of this section for other pertinent policies and to review administrative procedures and/or forms for related information.

Adopted:

Revised:

Cross Refs: AC, Prohibition against Discrimination, Harassment and Retaliation
EHB, Technology Usage
JG, Student Discipline
JHG, Reporting and Investigating Child Abuse/Neglect
KB, Public Information Program

Legal Refs: §§ 162.069, 168.114, 210.115, RSMo.
Ross v. Robb, 662 S.W.2d 257 (1983)
Title IX of the Education Amendments of 1972, 20 U.S.C. § 1681
Davis v. Monroe County Bd. of Educ., 526 U.S. 629 (1999)
Gebser v. Lago Vista Ind. Sch. Dist., 524 U.S. 274 (1998)

Southwest Livingston Co. R-I School Dist, Ludlow, Missouri

PERSONNEL RECORDS

It is the intent of the Board of Education to maintain complete and current personnel files for all district employees. Personnel records will include, but are not limited to: documentation of necessary certifications and licenses; compensation records; documentation of benefits received or offered and overtime or compensatory time earned; performance evaluations; records of disciplinary actions; and other records the district determines are necessary to effectively manage the employment relationship and verify compliance with relevant state and federal laws. Personnel records will be retained in accordance with the Missouri Secretary of State's applicable retention manuals.

Confidentiality

The district creates and maintains personnel records for district purposes, and in general personnel records will only be available to district employees or independent contractors who are authorized by the district to access the information. In accordance with law, individually identifiable personnel records, performance ratings and records pertaining to employees, former employees or applicants for employment are closed and not accessible to the public. However, the names, positions, salaries and lengths of service of employees must be available to the public upon request. In addition, the district will provide access to personnel records to the district's legal counsel, to state and federal agencies with appropriate authority, and in situations where the record is used to defend the district in a legal or administrative action.

Storage

Personnel records will be stored in accordance with good data management practices and in such a manner that only authorized personnel who need to know the information as part of their duties with the district have access to the records. Files containing immigration records and medical information regarding an employee will be kept separate from other personnel files.

Parent/Guardian Access

In accordance with federal law, at the beginning of each school year the district will notify the parents/guardians of each student attending any school receiving Title I funds that they may request information regarding whether the:

1. Student's teacher is certified to teach in the grade levels and subject areas in which the teacher provides instruction.
2. Student's teacher is teaching under emergency or other provisional certification status.

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3. Student is provided services by a paraprofessional and, if so, the qualifications of the paraprofessional.

Employee Access

Upon request to and in the presence of the appropriate administrative official, any employee may inspect his or her own personnel file during regular working hours, with the exception of the ratings, reports and records created or obtained prior to the employment of the individual, including confidential placement papers and letters of reference.

Board Member Access

An individual Board member has no greater access to confidential personnel records than any member of the public unless the Board member has been granted access by action of the Board or is serving in a capacity that requires such access.

If an individual Board member wants to view an employee evaluation or other confidential personnel information, the Board member may ask for the item to be put on the agenda for the next closed Board meeting. At the meeting, the Board member must explain why he or she has requested access to the record. If access is granted by the Board, the record will be available for all Board members to view at the meeting.

Employment contracts are not considered confidential personnel records, and individual Board members may inspect or copy these contracts upon request.

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Note: The reader is encouraged to check the index located at the beginning of this section for other pertinent policies and to review administrative procedures and/or forms for related information.

Adopted:

Revised:

Cross Refs: AC, Prohibition against Discrimination, Harassment and Retaliation
BBFA, Board Member Conflict of Interest and Financial Disclosure
CBG, Evaluation of the Superintendent
CFB, Evaluation of Principals
EHBC, Privacy Protection
KB, Public Information Program

Legal Refs: §§ 168.128, 610.021(13), RSMo.
Americans with Disabilities Act, 42 U.S.C. §§ 12101 - 12213
29 C.F.R. § 1630.14
Fair Labor Standards Act, U.S.C. §§ 201 - 216
29 C.F.R. Part 516
Immigration Reform and Control Act, 8 U.S.C. § 1324
The Elementary and Secondary Education Act of 1965, 20 U.S.C. § 6312
Garcia v. San Antonio Metropolitan Transit Authority, 469 U.S. 528 (1985)

Southwest Livingston Co. R-I School Dist, Ludlow, Missouri

REFERENCES

Definitions

Employee – Any staff member, student teacher or intern of the Southwest Livingston Co. R-I School Dist.

Former Employee – Any person who was previously employed by or was a student teacher or intern in the district or who is currently employed but will no longer be an employee, student teacher or intern in the district in the near future.

Potential Employer – Another school district, charter school, business or person seeking to hire a current or former employee or screening the current or former employee for a volunteer position, internship or other activity.

Reference – Information regarding the employment of, or services provided by, a current or former employee including, but not limited to, specific information regarding dates of employment or service, salary, job duties, performance or character.

Sexual Misconduct – Engaging in any conduct with a student, on or off district property, that constitutes the crime of sexual misconduct involving a child under § 566.083, RSMo.; illegal sexual harassment as defined in policy AC, as determined by the district; or child abuse involving sexual behavior, as determined by the Children's Division (CD) of the Department of Social Services.

Obtaining References for Applicants to the District

The Board directs the superintendent or designee to verify the background of all applicants for district employment, including requesting references from persons or entities that previously employed the applicant.

As required by law, before offering employment to any teacher who is or was employed by a Missouri school district or charter school, the superintendent or designee will contact the Department of Elementary and Secondary Education to determine the school districts or charter schools that previously employed the applicant. Minimally, the superintendent or designee shall request information about the applicant's previous job performance from the most recent school district or charter school.

FILE: GBLB
Critical

District Response to a Request for a Reference

The district will maintain information about current and former employees as confidential within the limits of the law. Only the superintendent or individuals specifically designated by the superintendent may respond on behalf of the district to a reference request for a current or former employee. District employees must direct reference requests to the superintendent or designee. Upon request, employees will assist the superintendent or designee with the preparation of accurate reference information.

Employees other than the superintendent or designee may provide personal references, but by doing so, they are acting in their individual capacities and not as employees of the district. Employees providing personal references may not use district letterhead or otherwise indicate that the reference is sponsored by the district, but they may identify the working relationship they have or had with the current or former employee. The district will not endorse any reference provided outside the directives of this policy and is not responsible for providing legal advice or protection for unauthorized employees who provide references. In accordance with federal law, district employees, contractors and agents are prohibited from writing personal references or otherwise providing assistance in obtaining a new job to any other school employee, contractor or agent who has been accused of sexual misconduct regarding a minor or student, as discussed later in this policy.

Content of Reference Disclosure

Information Provided as Required by Law

In accordance with law, the following information about employees or former employees will be provided to any entity or person upon request:

1. Names
2. Positions
3. Salaries
4. Lengths of service

In addition, information on allegations of sexual misconduct will be disclosed to public schools or charter schools as detailed below.

Information Provided with Consent from the Employee or Former Employee

Unless otherwise required under this policy or by law, before providing a reference for a current or former employee, the superintendent or designee will verify that the employee consents to the release of further information. The district may obtain a blanket consent from the employee

when the employee leaves the district, contact the employee when a request is made or rely on written consent provided through the application process.

Even with consent, unless otherwise authorized by the Board or the district's attorney or unless the disclosure is otherwise required by law, the superintendent or designee may provide only the following factual information when requested, without offering opinions or commentary on job performance:

1. A description of the employee's job duties when employed.
2. Additional district-sponsored committees, activities or duties the employee volunteered for or was designated to perform.
3. Honors and awards received by the employee.
4. Factual information on work performance.
5. Whether the employee resigned or was nonrenewed or terminated. Based on documentation in the personnel file, potential employers will be notified if the employment was ended due to the financial condition of the district, a decrease in enrollment or reorganization of the department, school or district.
6. When requested, a "yes" or "no" answer to a question about whether the district would re-employ the current or former employee if an appropriate position existed or whether the superintendent would recommend re-employment.
7. Allegations and findings of sexual misconduct with a student as required or allowed below.

Disclosing Allegations of Sexual Misconduct

In accordance with state law, when another school district or charter school requests a reference or information regarding a former employee of the district, the district must provide information regarding allegations of sexual misconduct with a student or child as detailed in numbers one through three of this section. The former employee is not required to consent to the release of information prior to the superintendent or designee releasing the information in numbers one through four of this section. The superintendent or designee is authorized to contact the district's attorney for advice on implementing this policy.

Information on allegations of sexual misconduct will be shared in the following situations:

1. *Allegations of Criminal Sexual Misconduct* – If a potential public or charter school employer requests a reference regarding a former employee whose job involved contact with children, the district will, in accordance with state law, notify the potential public or charter school employer if the employee was terminated, nonrenewed or allowed to resign in lieu of termination as a result of allegations of criminal sexual misconduct involving a child as defined by § 566.083, RSMo., or as a result of such allegations being substantiated by the State of Missouri's Child Abuse and Neglect Review Board. The district will provide due process to the former employee prior to disclosing the information when required by law.
2. *Allegations of Sexual Misconduct Substantiated by the Children's Division* – If a potential public or charter school employer contacts the district for a reference for any former employee about whom the CD has investigated allegations of sexual misconduct with a student and reached a finding of substantiated, the district will provide the results of the CD investigation to the potential public or charter school employer regardless of whether the employee's job involved contact with children.
3. *Violation of Board Policy Related to Sexual Misconduct* – If any public or charter school contacts the district about a former employee, the district will provide the public or charter school information about any violation of Board policy if the violation related to sexual misconduct with a student where the Board, after a contested case due process hearing, determined that the former employee actually violated the policy.
4. *Other Situations* – The superintendent or designee is required to consult the district's attorney when considering whether to release information regarding allegations of sexual misconduct against a former employee when the district is not required by law to do so.

Prohibition against Assisting Employees, Contractors or Agents Accused of Sexual Misconduct

In accordance with law, district employees, contractors and agents who know or have probable cause to believe that an individual who has served as a district employee, contractor or agent has engaged in sexual misconduct with a minor or student in violation of law are prohibited from writing personal references for or otherwise providing assistance to those individuals in obtaining a new job.

This prohibition does not apply to the routine transmission of administrative and personnel files when that is part of the current employee's, contractor's or agent's duties. In addition, this prohibition does not apply if the information was properly reported to law enforcement and other relevant state, federal and local authorities, and:

1. The investigation was officially closed without action; or
2. The prosecutor or law enforcement entity determined there was insufficient information to establish probable cause; or
3. The individual was charged and acquitted or otherwise exonerated of the alleged misconduct; or
4. The case or investigation remains open and no charges have been filed and no indictment has been issued within four years of the date on which the alleged misconduct was reported to law enforcement.

Recordkeeping

When the district is contacted for a reference for a current or former employee, the superintendent or designee will document the date, the name of the person and entity requesting the information, the person responding to the request, the method of disclosure, the information provided and, when applicable, the consent received.

In accordance with law, if the district responds to any requests in writing, the district will forward a copy of the written reference to the current or former employee at the employee's last known address.

Notice

The district will notify all current employees of this policy. The superintendent or designee will provide notification of the existence of this policy to all potential employers who contact the district for a reference. The notification must also include a statement that the district's responses are limited to the scope of this policy. The district will provide copies of the policy to former employees upon request.

Immunity

Any district employee who is permitted under this policy to respond to requests for references regarding former employees and who communicates only the information authorized by this policy in good faith and without malice is entitled by law to immunity against any civil action for damages brought by the former employee arising out of the communication of such information. District employees responding to requests for references in accordance with this policy may request the attorney general to defend them if sued.

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FILE: GBLB
Critical

Note: The reader is encouraged to check the index located at the beginning of this section for other pertinent policies and to review administrative procedures and/or forms for related information.

Adopted:

Revised:

Cross Refs: AC, Prohibition against Discrimination, Harassment and Retaliation
BDC, Closed Meetings, Records and Votes
BDDL, Release of Information
EHBC, Data Governance and Security
JHG, Reporting and Investigating Child Abuse and Neglect

Legal Refs: §§ 162.068, 290.152, 566.083, 610.021, RSMo.
The Elementary and Secondary Education Act of 1965, 20 U.S.C. § 7926
49 C.F.R. § 40.311
Jamison v. State Dept. of Soc. Serv., 218 S.W.3d 399 (Mo. 2007)

Southwest Livingston Co. R-I School Dist, Ludlow, Missouri

STAFF GRIEVANCES

The Southwest Livingston Co. R-I School Dist is interested in employee concerns and ideas for improving the district. District employees are encouraged to discuss concerns with supervisors and the administrative staff so that issues may be addressed in a timely fashion.

Grievance

Because violations of Board policies, regulations and collective bargaining agreements are particularly problematic, the Board has developed this formal process for addressing these grievances.

Grievance processing should be viewed as a positive and constructive effort to establish the facts upon which the grievance is based and to accurately implement Board policies, regulations or collective bargaining agreements. The Board strictly prohibits discrimination or retaliation against an employee for filing a grievance and directs all district employees to cooperate in the grievance process.

If more than one (1) district grievance process might apply to a particular concern, the superintendent or designee will decide which process will govern. If any part of a grievance includes allegations of illegal discrimination or harassment, or if the grievance is factually similar to a complaint filed by the same employee regarding illegal discrimination or harassment, the entire grievance will be resolved in accordance with policy AC.

Definitions

Days – Calendar days, whether occurring during the regular school year or during the summer, but excluding: weekends; district-designated holidays (whether on the original school calendar or designated thereafter); winter and spring breaks and other Board-designated breaks; and closings due to inclement weather, illness, natural disaster, or other emergencies.

Grievance – An allegation by an individual employee that a collective bargaining agreement or a specific, written, Board-adopted policy or regulation has been violated or misinterpreted. A grievance does not include concerns regarding performance evaluations or remedial documents, nonrenewal of contracts, employee discipline, reduction in force or termination. This policy does not apply if another Board policy or regulation or state or federal law provides due process, a hearing or a different method for addressing the issue.

Grievant – A district employee who has filed a grievance.

FILE: GBM
Basic

Performance Evaluations or Remedial Documents – Any assessment of employee performance including, but not limited to, notice of deficiencies, job targets, professional development plans and professional improvement plans.

Grievance Process

1. Grievances must be filed within ten (10) days of the occurrence that is the basis of the grievance. The grievance must be in writing, on the forms provided by the district, and include a copy of the provision of the collective bargaining agreement, policy or regulation alleged to be violated or misinterpreted, as well as a statement of the relief requested.
2. Grievances will be processed according to the step-by-step process outlined below, with the following exceptions. If a person designated to hear a grievance is the subject of the grievance, the grievance process will begin at the next highest step. If a grievance is directly based on official Board action, the grievance shall be directed to the Board secretary. The grievance may be heard by the Board at the sole discretion of the Board.
3. No new information may be added and no new claims may be made after Step 1. Each subsequent appeal will address only the facts and issues presented at Step 1.
4. The deadlines established under this policy may be extended upon the written request of the grievant or the supervisor, but the final decision regarding any extension shall be made by the superintendent at his or her sole discretion. Investigation and reporting deadlines will be extended when more time is necessary to adequately conduct an investigation and to render a decision. The grievant will be notified when deadlines are extended.
5. Failure of the grievant to appeal within the timelines given will be considered acceptance of the findings and remedial action taken. The district will not consider late appeals.
6. Once a decision is rendered under this grievance process, the decision is final. Grievance decisions cannot be the subject of a new grievance.
7. Because the point of a grievance is to provide resolution outside the court system, an employee is not entitled to bring an attorney to grievance proceedings. Once an attorney becomes involved in the process, the superintendent or designee will refer the matter to the district's private attorney and the grievance process will end.

Immediate Supervisor (Step 1)

1. Employees are encouraged to informally notify their immediate supervisor of a grievance. If the issue is not resolved, the employee should submit a written grievance, on forms provided by the district, to the immediate supervisor. The written grievance must clearly indicate that it is a grievance and specify which provision(s) of policy, regulation or collective bargaining agreement were allegedly violated.
2. Within ten (10) days of receiving the written grievance, the immediate supervisor will investigate the matter and render a decision in writing. A copy of the decision will be provided to the grievant.

Principal or Designee (Step 2)

This step may be omitted if the principal or designee serves as the immediate supervisor at Step 1 or if the employee's supervisor is not under the direct supervision of a principal.

1. Within five (5) days after receiving the decision at Step 1, the grievant may appeal the decision in writing, using forms provided by the district, to the principal or designee. The appeal must clearly state why the previous decision is erroneous.
2. The principal or designee will, within ten (10) days of receipt of the appeal, review the investigation and render a decision in writing to the grievant and the grievant's immediate supervisor.

Superintendent or Designee (Step 3)

1. Within five (5) days after receiving the decision at Step 2, the grievant may appeal the decision in writing, using forms provided by the district, to the superintendent or designee. The appeal must clearly state why the previous decision is erroneous.
2. The superintendent or designee will, within ten (10) days of receipt of the appeal, review the investigation and render a decision in writing to the grievant, the principal or designee and the grievant's immediate supervisor.

School Board or Board Committee (Step 4)

Within five (5) days after receiving the decision at Step 3, the grievant may appeal the decision in writing, using forms provided by the district, to the Board of Education. The Board of Education, at its sole discretion, may decide to hear the grievance.

Documentation

FILE: GBM
Basic

A grievant will receive a written response or report regarding his or her grievance, but the grievant and persons investigated in the course of the grievance are not entitled to view or receive copies of the investigation file or notes taken during the investigation, unless required by law. If an employee is disciplined as a result of the grievance, the discipline may be recorded in the employee's personnel file and discussed with the employee. Information recorded in an employee's personnel file will not be shared except as provided in Board policy or required by law.

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Note: The reader is encouraged to check the index located at the beginning of this section for other pertinent policies and to review administrative procedures and/or forms for related information.

Adopted:

Revised:

Cross Refs: BDDH, Public Participation at Board Meetings
HA, Negotiations with Employee Representatives
KL, Public Concerns and Complaints

Southwest Livingston Co. R-I School Dist, Ludlow, Missouri

PROFESSIONAL STAFF POSITIONS

The Board of Education may, upon the recommendation of the superintendent, employ professional staff, assistant principals, principals, directors and other supervisory personnel as may be required for the accreditation of the schools and to accomplish the district's goals and objectives.

The term "professional staff" will be used to designate positions that legally require a certificate issued by the Department of Elementary and Secondary Education (DESE) or that have been designated by the district as "professional" positions in the relevant job descriptions. Positions not designated as "professional" will be considered "support staff" positions for the purposes of Board policies.

The superintendent will maintain a comprehensive and current set of job descriptions for all positions in the district. Job descriptions shall be available in the office of the superintendent during regular business hours.

The superintendent or designee shall have general responsibility for coordinating the employment of all professional staff and maintaining adequate personnel records. The superintendent or designee will assign all professional staff one or more immediate supervisors who will provide training, direction and performance evaluations.

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Note: The reader is encouraged to check the index located at the beginning of this section for other pertinent policies and to review administrative procedures and/or forms for related information.

Adopted:

Revised:

Southwest Livingston Co. R-I School Dist, Ludlow, Missouri

PROFESSIONAL STAFF COMPENSATION

The Southwest Livingston Co. R-I School Dist needs highly qualified employees to accomplish its education mission and must offer competitive compensation to attract and maintain experienced professional staff in the district. The Board directs the superintendent or designee to annually research regional and statewide trends in employee compensation and consult with district employees to prepare competitive salary schedules and salary recommendations for the Board to consider within the constraints of the district's finances. Only the Board has the authority to increase an employee's regular compensation or grant employees an extra-duty position or stipend.

As required by law, teachers will be paid in accordance with a Board-adopted salary schedule. All full-time teachers will be paid at least the minimum teacher's salary as required in state law. Noncertificated professional staff and certificated staff members other than teachers will be compensated in accordance with a Board-approved salary schedule or will receive the amount of compensation approved by the Board for particular positions or particular employees.

All Professional Staff Salary Schedules

The Board is required to adopt salary schedules for the compensation of teachers and may use a salary schedule to compensate administrative and noncertificated professional staff. When creating a salary schedule, the Board may recognize characteristics beneficial to the district, such as certification in high-need areas, in addition to traditional factors, such as experience and education.

The following rules apply to all district professional staff salary schedules unless determined otherwise by the Board:

1. The Board will make every effort to adopt salary schedules prior to the statutory deadline for issuing teacher and administrator contracts, but salary schedules and other compensation must be determined along with the district budget no later than June 30. Any Board-adopted salary schedule will remain in effect and continue to operate until the Board takes action to change or eliminate the salary schedule.
2. The Board may freeze the operation of the salary schedule when warranted by the financial condition of the district or for other relevant reasons, as determined by the Board. Once a salary schedule is frozen, employees will not advance on the salary schedule until the Board votes to authorize movement on the salary schedule. If the salary schedule is frozen for more than one year before the Board authorizes movement, employees will advance to the next step for which they were eligible at the time the schedule was frozen unless the Board determines that it is financially feasible to allow employees to move through all steps missed while the schedule was frozen. Alternatively, the Board may adopt a new salary schedule that accurately reflects the salary associated with the appropriate years of service.

3. An employee may not advance more than one step vertically and one column horizontally per year on the salary schedule unless such movement is allowed by the Board-adopted rules and is uniformly applicable to that particular salary schedule or is otherwise approved by the Board.
4. An employee cannot progress on the salary schedule after entering into a contract for a school year unless such movement is specifically authorized in the contract.
5. Education courses and other professional development may not be used to advance on a salary schedule unless the employee had prior administrative approval to take the course or participate in the professional development and count it for advancement on the salary schedule.
6. The district may recognize an employee's previous experience when placing that employee on the salary schedule. The Board delegates to the superintendent or designee the authority to set guidelines on which previous experiences qualify. In addition, the district may recognize military service or work experience that the district considers beneficial to the position. Employees are responsible for fully apprising the district of their relevant background experiences when first employed in the position. Once the employee is initially placed on the salary schedule, the district is under no obligation to review the placement.

Teacher Salary Schedules

In accordance with law, participation in a certified teacher externship program will qualify for movement on the salary schedule to the same extent and in the same manner as other graduate-level course credit.

Compensation for Extra Duties

Additional duties, such as supervising activities, may be assigned to professional staff without additional compensation. In some situations and with Board approval, the district may provide an employee with extra-duty compensation or a stipend to compensate the employee for performing additional duties. In those situations, the Board will determine the amount of compensation, which may be set by adopting an extra-duty salary schedule or approving a specific amount for the position.

Employee Responsibility

Employees are responsible for verifying that their salary schedule placement, compensation rate and paychecks are accurate. Employees are required to notify the district within 30 days of receiving an inaccurate payment, and failure to do so could lead to discipline, forfeiture of amounts owed or deductions for excess pay received, as allowed by law.

Compensation Disbursement

In general, professional staff will be paid in equal installments over 12 months even if the employee's regular work schedule is less than 12 months. However, payment for extra duties that are seasonal or limited to a specific timeframe may be paid in the month the work was performed.

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Note: The reader is encouraged to check the index located at the beginning of this section for other pertinent policies and to review administrative procedures and/or forms for related information.

Adopted:

Revised:

Cross Refs: AC, Prohibition against Discrimination, Harassment and Retaliation
DLB, Salary Deductions
HA, Negotiations with Employee Representatives

Legal Refs: §§ 163.172, 168.025, .101, .110 (2), RSMo.
Equal Pay Act, 29 U.S.C. § 206(d)

Southwest Livingston Co. R-I School Dist, Ludlow, Missouri

PROFESSIONAL STAFF FRINGE BENEFITS

The Board recognizes that fringe benefits, such as insurance opportunities, are an integral part of the total compensation plan for full-time professional staff members. The superintendent or designee will research and present to the Board fringe benefit opportunities that will assist the district in attracting and retaining quality employees.

Unless otherwise indicated in this policy, a professional staff member is considered to be a full-time employee if he or she holds a position designated as full time in the relevant job description.

Benefits Fully or Partially Paid by the District

The district will provide access to and contribute toward the cost of the following benefit options for full-time professional staff members:

1. Health insurance or a group health plan
2. Life insurance
3. Vision insurance
4. Dental insurance
5. Other benefits as approved by the Board

In accordance with law, any contract for an insurance policy provided for the benefit of employees will be submitted to competitive bidding at least every three years.

Health Insurance or Group Health Plan

The Board will provide eligible full-time employees access to district-sponsored health insurance or a group health plan, in accordance with federal law. For health insurance or health plan purposes, an eligible employee is defined as a staff member the district reasonably expects to work an average of 30 hours or more per week as determined by law.

Any district health insurance contract or plan shall include a provision allowing persons who retire from the district to remain or become members of the plan if they are eligible to receive benefits under the Public School Retirement System of Missouri (PSRS) or the Public Education Employee Retirement System of Missouri (PEERS) by paying premiums. In addition, the retiree's spouse and children must be allowed to become members of the plan if they are receiving or are eligible to receive benefits under the PSRS or PEERS. Retirees and their spouses and children will have one year from the date of retirement to qualify and enroll in the coverage. Once that date has passed, if a retiree or his or her spouse or children discontinue district coverage, they are not eligible to re-enroll.

FILE: GCBC
Critical

Benefits Provided by the District at Employee Expense

In accordance with law, the district is required to establish a premium-only cafeteria plan unless the district provides health insurance through a self-insured or self-funded group health plan. Even if the district provides health insurance through a self-insured or self-funded plan, the district may choose to offer employees access to a cafeteria plan or other benefits at the employee's expense.

Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA) Requirements

In accordance with law, the district-sponsored health insurance or group health plan will allow for continuing coverage of employees and their spouses, former spouses or dependent children after certain qualifying events upon payment of the applicable premium. This obligation applies to both district-paid and employee-paid options. Qualifying events include, but are not limited to, employee resignation from the district, most situations involving employee termination and situations where an employee's hours have been reduced so that he or she no longer qualifies for district-paid health insurance or the group health plan. The district will provide notices as required by law.

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Note: The reader is encouraged to check the index located at the beginning of this section for other pertinent policies and to review administrative procedures and/or forms for related information.

Adopted:

Revised:

Cross Refs: HA, Negotiations with Employee Representatives

Legal Refs: §§ 67.150, .210, 169.590, 376.428, .453, RSMo.
Internal Revenue Code, 26 U.S.C. § 125
Patient Protection and Affordable Care Act, 26 U.S.C. § 4980H
Public Health Service Act, 42 U.S.C. §§ 300bb-1 - 300bb-8

Southwest Livingston Co. R-I School Dist, Ludlow, Missouri

PROFESSIONAL STAFF SHORT-TERM LEAVES

Consistent contact with students and staff is important to the learning environment and district operation and therefore is an essential duty of a professional staff member's position. However, the board recognizes that there are circumstances that require an employee to miss work, and the purpose of this policy is to identify situations where paid and unpaid leave from work are appropriate.

The district may require an employee to provide the district verification of illness from a healthcare provider or supply other documentation verifying the absence before the district applies sick leave or other applicable paid leave to the absence. In accordance with law, the district may require an employee to present a certification of fitness to return to work whenever the employee is absent from work due to the employee's health.

The following leaves with pay will be provided to full-time professional staff employees. Regular part-time professional staff employees will receive these leaves on a pro rata basis. This policy does not apply to temporary or substitute staff members unless otherwise noted.

1. **Sick Leave** – Professional staff employees whose assignments call for 12 months of full-time employment will receive _____ days of sick leave. Professional staff employees whose assignments call for full-time employment only during the regular school term will receive _____ days of sick leave. Unused sick leave will be cumulative to _____ sick leave days. An absence of over one through four hours shall be counted as a half-day of sick leave.

Absences may be charged against sick leave for the following reasons:

- a. Illness, injury or incapacity of the employee. The board reserves the right to require a healthcare provider's certification attesting to the illness or incapacity of the claimant and/or inclusive dates of the employee's incapacitation. FMLA health certification procedures apply to FMLA-qualifying absences, even if such absences are paid sick leave.
- b. Illness, injury or incapacity of a member of the immediate family. The board defines "immediate family" to include:
 - The employee's spouse.
 - The following relatives of the employee or the employee's spouse: parents, children, children's spouses, grandparents, grandchildren, siblings and any other family member residing with the employee.
 - Any other person over whom the employee has legal guardianship or for whom the employee has power of attorney and is the primary caregiver.

(Note: "Family" for FMLA purposes is more limited.)

- c. Illness, injury or incapacity of other relatives, with permission granted by the superintendent.
- d. Pregnancy, childbirth and adoption leave in accordance with this policy.

Staff members who are ill are encouraged to stay home to promote healing and reduce the risk of infecting others, especially during a pandemic or other significant health event. In the event of a pandemic or other significant health event, schools may be closed to all staff and students or just students. If schools are closed only to students, staff members are expected to work regular schedules or use appropriate leave.

A district employee may not use sick leave during the period the employee receives Workers' Compensation for time lost to work-related incidents.

Any certificated employee who is a member of a retirement system shall remain a member during any period of leave under sick leave provisions of the district or under Workers' Compensation. The employee shall also receive creditable service credit for such leave time if the employee makes contributions to the system equal to the amount of contributions that he or she would have made had he or she been on active service status.

2. **Personal Leave** – A maximum of ____ days of personal leave will be available per school year. Unused personal leave days do not accumulate.

Absences may be charged against personal leave for the following reasons:

- a. Tax investigation.
- b. Court appearances, unless applicable law or policy provides for paid leave.
- c. Wedding, graduation or funeral.
- d. Observance of a religious holiday.
- e. Conducting personal business of such a nature that it cannot be performed on a Saturday, Sunday or before or after school hours, including parent-teacher conferences.
- f. Absences under leaves authorized by law, policy or the board that would otherwise be unpaid including, but not limited to, leave under the FMLA.
- g. Leave for other purposes as approved by the principal.

Whenever possible, it is expected that requests for leave will be made in writing to the designated administrator at least 48 hours in advance of the time leave is requested. However,

30 days' notice is required by law if the leave qualifies as FMLA leave and such notice is practical. The administrator will respond promptly to the employee's written request. A district employee may not use personal leave days during the period the employee receives Workers' Compensation for time lost to work-related incidents.

3. **Vacation** – All professional staff employed on a 12-month basis will receive _____ weeks of vacation per year. An employee must submit a written request for vacation to the superintendent or designee and receive written authorization before taking vacation days. If the employee's absence may disrupt district operations, the superintendent or designee has the discretion to deny a request for vacation or to limit the time of year the employee may take his or her vacation.

A district employee may not use vacation days during the period the employee receives Workers' Compensation for time lost to work-related incidents.

4. **Bereavement Leave** – When a death occurs in an employee's immediate family, the employee may take up to five days off with pay to attend the funeral or make funeral arrangements. The district may require verification of the need for the leave. The board defines "immediate family" to include:

- The employee's spouse.
- The following relatives of the employee or the employee's spouse: parents, children, children's spouses, grandparents, grandchildren, siblings and any other family member residing with the employee.
- Any other person over whom the employee has legal guardianship or for whom the employee has power of attorney and is the primary caregiver.

After the exhaustion of the five days of bereavement leave, the employee may use personal leave.

Unless otherwise provided, the following leaves will be provided to full-time and part-time professional employees.

1. **Holidays** – The district will grant paid and unpaid holidays in accordance with the academic calendar adopted by the board. Holidays may be modified or eliminated as needed when the academic calendar is changed due to inclement weather or for other reasons. Holidays may change from year to year.
2. **Professional Leave** – Employees may be granted professional leave to attend classes or conferences, meet with mentors or participate in other approved professional growth activities. Professional leave must be approved by the superintendent or designee, arranged well in advance and is not considered personal leave.

3. **Military Leave** – The board shall grant military leave as required by law. Members of the National Guard or any reserve component of the U.S. Armed Forces who are engaged in the performance of duty or training will be entitled to a leave of absence of 120 hours in any federal fiscal year (October 1 B September 30) without impairment of efficiency rating or loss of time, pay, regular leave or any other rights or benefits. Employees shall provide the district an official order verifying that they are required to report to duty.
4. **Election Leave** – Any employee who is appointed as an election judge pursuant to state law may be absent on any election day for the period of time required by the election authority. The employee must notify the district at least seven days prior to any election in which the employee will serve as an election judge. No employee will be terminated, disciplined, threatened or otherwise subjected to adverse action based on the employee's service as an election judge.
5. **Leave to Vote** – Employees who do not have three successive hours free from work while the polls are open will be granted a leave period of up to three hours to permit the employees three successive hours while the polls are open for the purpose of voting. Requests for such leave must be made prior to election day, and the employee's supervisors will designate when during the workday the leave should be taken. Any employee who properly requests leave to vote and uses the leave for that purpose will not be subject to discipline, termination or loss of wages or salary.
6. **Jury Duty Leave** – An employee will be granted paid leave for time spent responding to a summons for jury duty, time spent participating in the jury selection process or time spent actually serving on a jury. An employee will not be terminated, disciplined, threatened or otherwise subjected to adverse action because of the employee's receipt of or response to a jury summons.
7. **Leave for Court Subpoena** – If the subpoena is directly related to the employee's school duties, the employee will be released for court appearance without loss of leave. Other court appearances will be deducted from personal leave.
8. **Firefighter Leave** – Employees will be allowed to use personal, vacation and/or unpaid leave for any time taken to respond to an emergency in the course of performing duties as a volunteer firefighter. For the purposes of this section, "volunteer firefighter" includes members of Missouri-1 Disaster Medical Assistance Team, Missouri Task Force One, Urban Search and Rescue Team or those activated by the Federal Emergency Management Agency (FEMA) in times of national disaster. Employees covered under this section shall not be terminated from employment for joining a volunteer fire department or for being absent from or late to work in order to respond to an emergency. Employees shall make every reasonable effort to notify the principal or supervisor if the employee may be absent from or late to work under this section. Employees are required to provide their supervisors with a written statement from the supervisor or acting supervisor of the volunteer fire department stating that the employee responded to an emergency along with the time and date of the emergency.

9. **Crime Victim Leave** – Any employee who is a crime victim, who witnesses a crime or who has an immediate family member who is a crime victim will not be required to use vacation, personal or sick leave in order to honor a subpoena to testify in a criminal proceeding, attend a criminal proceeding or participate in the preparation of the criminal proceeding.
10. **Civil Air Patrol Leave** – Any employee who is a member of Civil Air Patrol and has qualified for a Civil Air Patrol emergency service specialty or who is certified to fly counternarcotics missions shall be granted unpaid leave to perform Civil Air Patrol emergency service duty or counternarcotics missions without loss of time, regular leave or any other rights or benefits in accordance with law. The leave is limited to 15 working days in any calendar year, but is unlimited when responding to a state- or nationally declared emergency in Missouri. The district may request that the employee be exempted from responding to a specific mission.
11. **Coast Guard Auxiliary Leave** – Employees who are members of the United States Coast Guard Auxiliary will be granted an unpaid leave of absence for periods during which they are engaged in the performance of United States Coast Guard or United States Coast Guard Auxiliary duties, including travel related to such duties, when authorized by the director of auxiliary or other appropriate United States Coast Guard Authority. Such leaves of absence will be given without loss of time, regular leave or any other rights or benefits to which such employees would otherwise be entitled. The leave is limited to 15 working days in any calendar year, but is unlimited when responding to a state- or nationally declared emergency in Missouri or upon any navigable waterway within or adjacent to the state of Missouri. The district may request that an employee be exempted from responding to a specific mission.
12. **Victims' Economic Safety and Security Act (VESSA) Leave** – Employees may take unpaid leave in accordance with law for absences related to domestic or sexual violence where an employee, an employee's family member or a person residing in the employee's household has been the victim of domestic or sexual violence. Leave may be taken intermittently or on a reduced work schedule. Two workweeks of unpaid leave will be available in a 12-month period, except that employees of districts with fewer than 50 employees but at least 20 employees will be limited to one workweek of unpaid leave. Employees may use accumulated paid leave or compensatory time concurrently with unpaid VESSA leave. VESSA leave does not create a right for employees to take unpaid leave that exceeds the amount of unpaid leave time under FMLA. Employees are required to give 48 hours' notice of the need for leave unless such notice is not practicable. The district may require certification of the need for leave, which may include documentation from an entity aiding the victim, a police or court record, or other corroborating evidence. Information provided by the employee in conjunction with the use of this leave will be confidential in accordance with law.

Pregnancy, Childbirth and Adoption Leave

This section creates no rights extending beyond the contracted period of employment. FMLA certification and recertification procedures apply to FMLA-eligible employees. An employee must notify the district of the need for and anticipated duration of the leave at least 30 days before leave is to begin, if foreseeable. If 30 days' notice is not practical, the employee must give as much notice as possible. A pregnant employee shall continue in the performance of her duties as long as she is able to do so and as long as her ability to perform her duties is not impaired, based on medical opinion.

Employees eligible for FMLA leave for the birth, first-year care, adoption or foster care of a child will have such leave applied in accordance with the FMLA. The district shall only apply up to six weeks of accrued paid leave to such absences.

Employees who are ineligible for FMLA leave may take up to six weeks of leave for the birth, first-year care, adoption or foster care of a child and may use any combination of accrued sick leave, personal leave, vacation or unpaid leave. Pregnant employees who need more than six weeks of paid or unpaid leave for a pregnancy-related incapacity must provide certification of the medical necessity for such leave.

Search the index for this section and the cross references to identify related policies, administrative procedures and forms.

Adopted:

Revised:

Cross Refs: DLB, Salary Deductions
HA, Negotiations with Employee Representatives
IC, Academic Calendar

Legal Refs: §§ 41.1000, .1005, 105.270 - .271, 115.102, .639, 168.122, 169.595, 285.625 - .670, 320.200, .330 - .339, 494.460, 595.209, RSMo.
Fair Labor Standards Act, 29 U.S.C. §§ 201 - 218(c)
Family and Medical Leave Act of 1993, 29 U.S.C. §§ 2611 - 2619
Title VII of the Civil Rights Act of 1964 as amended by the Pregnancy Discrimination Act, 42 U.S.C. § 2000e-1 - 2000e-17
29 C.F.R. § 1604.10

Southwest Livingston Co. R-I School Dist, Ludlow, Missouri

PROFESSIONAL STAFF LONG-TERM LEAVES AND ABSENCES

The Board of Education recognizes that the personal welfare and the professional growth of its employees may require occasional extended absences from duty. Therefore, the Board may grant the following long-term leaves of absence under specified conditions.

Sabbatical Leaves of Absence

The Board of Education may grant sabbatical leaves of absence to certificated employees for further professional study at the graduate level under the following conditions:

1. The leave of absence shall be based upon an application by the employee and the recommendation of the superintendent and shall not be granted for a period longer than one (1) year.
2. The applicant shall have been a certificated employee of the school district for not less than _____ consecutive years immediately preceding the application.
3. The teacher shall request the leave 90 calendar days prior to the end of the school year preceding the leave period.
4. The Board of Education will not grant a sabbatical leave of absence unless the district is able to find a satisfactory replacement for the teacher.
5. The number of leaves granted in any one (1) year shall be left to the discretion of the Board of Education.
6. Upon the staff member's return to the school system, the employee shall be reinstated at the proper position on the salary schedule, losing only that time during which regular duties were not performed. The Board retains the right to reassign the teacher.
7. The leave of absence shall be without pay or benefits by the school district.

Military Leaves of Absence

The Board of Education will grant military leave as required by law and as described in Board policy.

1. Pursuant to federal law, employment and re-employment rights shall be maintained for periods of service up to five (5) years or more as required by statute.
2. Pursuant to state law, employees taking military leave are entitled to up to 120 hours of paid leave for military duty. Pay will only be available for hours of military leave that occur at a time when the employee would otherwise have been required to be at work.

3. Leaves for military service will not be counted as continuous full-time service when computing tenure but shall not impair tenure previously acquired nor affect any credit toward tenure previously earned.
4. After initial employment with the district, time spent on military leave shall be counted in determining placement on the salary schedule.

One-Year General Leaves of Absence

The Board of Education may grant a one-year general leave of absence for reasons other than the continuation of professional study -- for example, illness, child rearing, adoption or other personal reasons. If applicable, the provisions of the Family and Medical Leave Act (FMLA) will be followed as required by law. General leaves are subject to the following conditions:

1. The leave of absence shall be based upon application by the teacher; it shall coincide with the school year and not be for a period of more than one (1) year. Leaves will not be counted as continuous full-time service when computing tenure but shall not impair tenure previously acquired nor affect any credit toward tenure previously earned.
2. The applicant shall have been a certificated employee of the school district for not less than _____ consecutive years immediately preceding the application.
3. The teacher shall request the leave 90 calendar days prior to the end of the school year preceding the leave period.
4. The Board of Education shall be able to make satisfactory arrangements for the performance of the ordinary duties of the applicant during the period for which the leave of absence is requested.
5. The number of leaves granted in any one (1) year shall be left to the discretion of the Board of Education.
6. Upon the staff member's return to the school system, the employee shall be reinstated at the proper position on the salary schedule, losing only that time during which regular duties were not performed. The Board retains the right to reassign the teacher.
7. The leave of absence shall be without pay or benefits by the school district.

* * * * *

Note: The reader is encouraged to check the index located at the beginning of this section for other pertinent policies and to review administrative procedures and/or forms for related information.

Adopted:

Revised:

Cross Refs: GCBC, Professional Staff Fringe Benefits
GCBDA, Professional Staff Short-Term Leaves and Absences

Legal Refs: §§ 105.270 - .271, 168.122, 169.595, RSMo.
16 CSR 10-4.014
Uniformed Services Employment and Re-employment Rights Act of 1994
(USERRA), 38 U.S.C. §§ 4301 - 4333

Southwest Livingston Co. R-I School Dist, Ludlow, Missouri

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PROFESSIONAL STAFF RECRUITING AND HIRING

Because an effective educational program requires quality staff members, the Board and the administration of the Southwest Livingston Co. R-I School Dist will make every effort possible to attract and retain qualified, highly skilled and experienced personnel.

The district's hiring procedures will comply with all federal and state laws, including laws prohibiting discrimination. The district is an equal opportunity employer and hires only citizens of the United States and persons who are legally authorized to work in the United States. The Southwest Livingston Co. R-I School Dist will enroll and actively participate in a federal work authorization program in accordance with law.

A majority of the Board must vote affirmatively to employ any person or enter into an employment contract.

Recruiting and Advertising

The district will recruit the best-qualified candidates for open positions. New or vacant positions will be posted for at least five business days in the district's buildings and publicized externally by other means as determined appropriate by the superintendent or designee. However, if the superintendent or designee determines that it would be detrimental to wait five business days or that a longer period is necessary, the position will be advertised for the number of days deemed appropriate. Further, if the same or similar position was recently advertised, the superintendent or designee may utilize applications previously received without re-advertising the vacancy. A position is not considered vacant if the superintendent or designee transfers or reassigns an existing employee to the position. Board approval is required when a transfer or reassignment results in a change to the employee's compensation, benefits or contract.

Recruitment procedures will not overlook the talents and potential of individuals already employed by the school district. Any current, qualified employee meeting the stated requirements may apply for new or vacant positions in the district.

All requests for information concerning professional staff vacancies in the district shall be directed to the superintendent or designee.

Screening Process

Applicants must complete a formal application and provide all required information. The superintendent or designee shall conduct interviews, review references and obtain other information as deemed necessary.

FILE: GCD
Critical

The superintendent or designee will conduct background checks on employees and applicants for employment in accordance with law and Board policy and will check references in accordance with law and policy GBLB.

As required by law, before offering employment to any teacher who is or was employed by a Missouri school district or charter school, the superintendent or designee will contact the Department of Elementary and Secondary Education to determine the school districts or charter schools that previously employed the applicant. The superintendent or designee shall request information about the applicant's previous job performance from the most recent school district or charter school that employed the teacher.

Generally, all teachers and administrators must have valid certification to teach in Missouri schools, and the superintendent or designee will verify that applicants currently possess the required certification or license before the Board votes to employ them in a position that requires a certificate or other professional license. The superintendent or designee will also reverify licenses and certifications once they are renewed. When the district determines that employing someone without the appropriate certificate or license is necessary or unavoidable, the employee will be required to obtain the appropriate certificate or license by a district-specified deadline.

Any applicant who provides false information or inaccurate academic credentials will immediately be removed from consideration.

Hiring

A position other than the superintendent's position will be filled by the Board only after receiving the recommendation of the superintendent or designee. It is the policy of the Board to employ qualified teachers with postsecondary degrees from fully accredited universities and the appropriate teaching certificates. In making recommendations, the superintendent or designee shall give first consideration to applicants who, in addition to proper general education qualifications, have special training and other qualifications for the particular type of vacancy to be filled.

All applicants for a particular position will be promptly notified once the position has been filled.

Board Members

The district will not accept an employment application from a Board member, consider a Board member for employment or decide to employ a Board member while the member remains on the Southwest Livingston Co. R-I School Dist Board of Education. Board members who wish to apply for employment in the district must first resign from the Board.

Spouses of Board Members

In accordance with law, a Board member's spouse will be hired to fill a vacant or new position only if the position has been advertised in accordance with this policy and the superintendent has submitted a written recommendation supporting the employment of the spouse. If a Board member's spouse is hired, the names of all applicants for that position and the name of the individual hired will be included in the appropriate Board meeting minutes.

Retirees

The district may employ persons who are retired and currently receiving a retirement allowance from a public retirement system as permitted by law.

Employment Contracts

The district will offer employment contracts only to certificated employees who are required by law to receive a contract. All other professional staff employees will be considered at-will employees and will not be offered contracts.

All employment contracts will comply with applicable law. The superintendent or designee is authorized to seek legal advice regarding district employment contracts.

When an employee is initially offered employment, he or she will be given a written copy of the applicable contract and a deadline by which the signed contract must be returned to the district.

Eligibility for Public Service Loan Forgiveness

In accordance with law, the district will provide current, accurate and complete information to each new employee regarding eligibility for public service loan forgiveness. The notice will be provided within ten days following the start of employment.

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Note: The reader is encouraged to check the index located at the beginning of this section for other pertinent policies and to review administrative procedures and/or forms for related information.

Adopted:

Revised:

FILE: GCD
Critical

Cross Refs: AC, Prohibition against Discrimination, Harassment and Retaliation
BBFA, Board Member Conflict of Interest and Financial Disclosure
DD, Grants
DGA, Authorized Signatures

MSIP Refs: R-10

Legal Refs: §§ 105.255, .1445, 161.855, 162.068, .261, .301, 168.101 - .133, 169.331, .596,
213.010, .055, .070, 285.530, 290.400 - .410, 335.075, RSMo.
Immigration Reform and Control Act of 1986, 8 U.S.C. § 1324a
Title IX of the Education Amendments of 1972, 20 U.S.C. § 1681
Equal Pay Act, 29 U.S.C. § 206(d)
Age Discrimination in Employment Act, 29 U.S.C. §§ 621 - 634
The Rehabilitation Act of 1973, Section 504, 29 U.S.C. § 794
Family and Medical Leave Act, 29 U.S.C. § 2615
Title VI of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000d - 2000d-7
Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e - 2000e-17
Genetic Information Nondiscrimination Act, 42 U.S.C. §§ 2000ff - 2000ff-11
Age Discrimination Act of 1975, 42 U.S.C. §§ 6101 - 6107
Americans with Disabilities Act, 42 U.S.C. §§ 12101 - 12213

Southwest Livingston Co. R-I School Dist, Ludlow, Missouri

PROFESSIONAL STAFF PROBATION AND TENURE

The superintendent shall recommend employment for the professional staff, maintain personnel records, administer leaves, evaluate performance, keep the Board apprised of the performance of district employees and take action when necessary to discipline or terminate employees. If a question exists as to when a teacher will earn tenure or whether an employee is tenured, the superintendent or designee is authorized to contact the district's attorney for advice.

Definitions

The following definitions shall apply in the administration of district policies and are intended to merely summarize the legal definitions under Missouri law. If for any reason the following definitions contradict Missouri law, the legal definitions will control in the application of district policy.

Teacher -- Any employee of a school district regularly required to be certified under laws relating to the certification of teachers, except superintendents, assistant superintendents and any other persons regularly performing supervisory functions as their primary duty, but including certified teachers who teach at the pre-kindergarten level within a pre-kindergarten program in which no fees are charged to parents or guardians.

Permanent or Tenured Teacher -- A teacher who meets the definition of a "permanent" teacher in the Missouri Teacher Tenure Act, including:

- ▶ Teachers who have been employed as a teacher in the district for five (5) successive years and who continue to be employed by the school district.
- ▶ Teachers who have been employed in any other school system as a teacher for two (2) or more years, who have been employed as a teacher in the district for four (4) successive years and who continue to be employed by the school district.
- ▶ Teachers who were tenured in the district, resigned or were permanently separated from employment by the district, and were re-employed by the district. Once re-employed, the first school year is probationary. However, if the employee is employed for the succeeding year, the employment constitutes a permanent (tenured) contract.
- ▶ Any permanent or tenured teacher who is promoted with his or her consent to a supervisory position, including a principal or assistant principal, or who is first employed by a district as a principal or assistant principal, shall not have permanent status in such position, but shall retain tenure in the position previously held within the district, or, after serving two (2) years as principal or assistant principal, shall have tenure as a permanent or tenured teacher of that system.
- ▶ Any teacher employed under a part-time contract by the district shall accrue credit toward permanent or tenured status as described above on a prorated basis.

Probationary Teacher -- Any teacher as herein defined who is not classified as a "permanent" or "tenured" teacher by law.

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Note: The reader is encouraged to check the index located at the beginning of this section for other pertinent policies and to review administrative procedures and/or forms for related information.

Adopted:

Revised:

Legal Refs: §§ 168.101 - .130, RSMo.

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PROFESSIONAL STAFF REASSIGNMENTS AND TRANSFERS

The district recognizes that assigning qualified staff members to positions throughout the district is essential to providing an excellent education program for all students. Every effort will be made to assign district staff to areas of the greatest need for the benefit of the students.

Definitions

Reassignment – District-initiated movement of an employee from one position or building to another.

Transfer – Movement of an employee from one position or building to another at the request of the employee.

Reassignments

The Board directs the superintendent to annually assess the professional staffing needs of the district and reassign staff as necessary to meet those needs. Although the superintendent will take the employee's expressed preference into consideration, the ultimate decision must be based on the district's needs. The superintendent may reassign staff members at any time, including after a contract has been signed or during the school year. Board approval is required when a reassignment results in a change to the employee's compensation, benefits or contract.

Transfers

Professional staff may request a transfer to a different position or building by submitting the appropriate form to the superintendent or designee. The district will grant employee transfer requests only when they are in the best interest of the district. Board approval is required when a transfer results in a change to the employee's compensation, benefits or contract.

Transfer requests for the following school year must be submitted on or before March 1. Transfers during the school year are discouraged and will be considered only in extraordinary circumstances. Professional staff requesting a transfer during the school year must submit the appropriate form and discuss the request with both the employee's immediate supervisor and the superintendent or designee.

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Note: The reader is encouraged to check the index located at the beginning of this section for other pertinent policies and to review administrative procedures and/or forms for related information.

FILE: GCI
Basic

Adopted:

Revised:

Cross Refs: FC, School Closings, Consolidations and Reorganizations

Southwest Livingston Co. R-I School Dist, Ludlow, Missouri

PROFESSIONAL STAFF DEVELOPMENT OPPORTUNITIES

The Board of Education of the Southwest Livingston Co. R-I School Dist recognizes the relationship between high-quality professional development and student achievement and therefore commits to a high-quality professional staff development program. The program will be aligned with the current Comprehensive School Improvement Plan (CSIP) and based on available student achievement data and the results of needs assessment at the school and district level.

In support of this commitment the Board will:

1. Establish a Professional Development Committee (PDC) that will create and implement a Professional Development Plan (PDP) based on the district's CSIP. The PDP must be approved by the Board prior to implementation.
2. Allocate adequate funding for high-quality professional development activities as defined by law.
3. Provide leave and dismissal time for approved professional growth activities and reimbursement for expenses related to conferences and visitations.
4. Provide opportunities for increased compensation or advancement on the salary schedule with additional education or training in accordance with Board policies and procedures.
5. Provide opportunities for collective participation by staff members in the same school community, subject area, grade level or department.

Professional Development for Teachers

The professional development program for teachers will:

1. Be sustained over time.
2. Focus on specific content areas or instructional practices.
3. Support the collective learning of teachers.
4. Align with district, school and teacher goals.
5. Be infused with active learning and provide teachers the opportunity to practice and apply new knowledge.

FILE: GCL
Critical

Professional development for teachers will include a beginning teacher assistance program and a mentoring program that meets or exceeds the standards established by the Department of Elementary and Secondary Education (DESE).

Professional Development for Administrators

Professional development activities will be provided for superintendents, principals and other district personnel charged with administrative functions. As with professional development for teachers, professional development for administrators will be available on an individual basis and as part of a collective group.

Professional development for administrators will align with the Missouri Leader standards and focus on support of classroom instruction.

Administrators will participate in the Mentoring Program for Administrators (MPA) supported by the Missouri Partnership for Mentoring School Leaders.

Program Evaluation

The PDC will conduct an annual evaluation of the professional development program to determine whether professional development is aligned with the district's CSIP and identified instructional priorities. To the extent possible, the evaluation will determine the effect of the professional development program on student achievement as measured by assessments of student mastery of grade-level expectations.

Professional Development for Certification

Many certificated employees are required by state law to continue their professional development to maintain their certificates. The state-required professional development may include completion of additional college credit hours, district-provided or district-recognized professional development, and other training acceptable to DESE. In addition, the following activities will qualify for professional development hours for the purposes of maintaining a certificate in accordance with law:

1. The district may supervise a teacher in a local business externship for professional development hours. The externship must provide the teacher practical experience at a business in the local community in which the teacher is employed through observation and interaction with employers and employees who are working on issues related to subjects taught by the teacher (§ 168.024, RSMo.).
2. District-offered training on dyslexia and related disorders will count for up to two hours of professional development (§ 167.950, RSMo.).

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Note: The reader is encouraged to check the index located at the beginning of this section for other pertinent policies and to review administrative procedures and/or forms for related information.

Adopted:

Revised:

Cross Refs: ADF, District Wellness Program
IGAB, Instructional Interventions

MSIP Refs: TL-2

Legal Refs: §§ 160.530, 163.021.4, 167.950, 168.021, .023, .024, .400, RSMo.
5 C.S.R. 20-400.380

Southwest Livingston Co. R-I School Dist, Ludlow, Missouri

EVALUATION OF PROFESSIONAL STAFF

The Board requires a program of comprehensive, performance-based evaluations for the teachers and other professional staff members it employs in order to ensure high-quality staff performance that improves student achievement. Evaluation instruments used by the district will minimally reflect the Essential Principles of Effective Evaluation as adopted by the Missouri State Board of Education (State Board). Pursuant to these principles, the evaluation process should:

1. Use research-based performance targets aligned with state standards;
2. Establish indicators of performance articulated across differentiated levels with standards specifying expectations at all levels of practice;
3. Be aligned with the probation period for the educator as specified in state law and provide for the accurate and appropriate accumulation of performance data;
4. Use student growth in learning as a significant contributing factor in the evaluation of practice at all levels, using a wide variety of student performance measures;
5. Assess performance on a regular basis, providing timely feedback from multiple sources that promotes formative development at all career stages and supporting overall improvement;
6. Be designed to ensure that evaluators who collect evidence of performance and provide feedback are highly trained and objective, ensuring that ratings are fair, accurate and reliable; and
7. Be designed to guide district decisions regarding determinations of status, recognition, development, interventions and policies that impact student learning in the system.

Evaluation of Professional Staff Other Than Teachers

All professional staff members contribute toward the achievement of the district's students and the overall success of the district. To ensure continuous improvement and growth, the supervisors of professional staff members or their designees will set performance goals in consultation with the employee, conduct continuous performance evaluations and complete a written summative evaluation annually.

FILE: GCN
Critical

Teacher Evaluations

The superintendent or designee ("evaluator") will annually complete a summative evaluation of the performance of the district's teachers.

The primary purpose of the evaluation is to improve student performance by promoting the continuous growth of teachers in a manner that is aligned with the district's Comprehensive School Improvement Plan (CSIP) and, where applicable, building improvement plans (BIPs). Results of the evaluation will inform employment decisions, but may not be the only factor considered.

The superintendent or designee, in consultation with the district's teaching staff, will develop procedures and instruments for professional staff evaluation.

Teacher Evaluation Standards

The evaluator will measure performance based on the Missouri Teacher Standards. In accordance with these standards, detailed below, the teacher must demonstrate the knowledge and ability to ensure the success of all students.

1. *Content Knowledge Aligned with the Appropriate Instruction:* The teacher understands the central concepts, structures, and tools of inquiry of the discipline(s) and creates learning experiences that make these aspects of subject matter meaningful and engaging for all students.
2. *Student Learning, Growth and Development:* The teacher understands how students learn, develop and differ in their approaches to learning. The teacher provides learning opportunities that are adapted to diverse learners and support the intellectual, social and personal development of all students.
3. *Curriculum Implementation:* The teacher recognizes the importance of long-range planning and curriculum development. The teacher develops, implements and evaluates curriculum based on student, district and state standards data.
4. *Critical Thinking:* The teacher uses a variety of instructional strategies and resources to encourage students' critical thinking, problem-solving and performance skills.
5. *Positive Classroom Environment:* The teacher uses an understanding of individual/group motivation and behavior to create a learning environment that encourages active engagement in learning, positive social interaction and self-motivation.

6. *Effective Communication:* The teacher models effective verbal, nonverbal and media communication techniques with students, colleagues and families to foster active inquiry, collaboration and supportive interaction in the classroom.
7. *Student Assessment and Data Analysis:* The teacher understands and uses formative and summative assessment strategies to assess the learner's progress and uses both classroom and standardized assessment data to plan ongoing instruction. The teacher monitors the performance of each student and devises instruction to enable students to grow and develop, making adequate academic progress.
8. *Professionalism:* The teacher is a reflective practitioner who continually assesses the effects of choices and actions on others. The teacher actively seeks out opportunities to grow professionally in order to improve learning for all students.
9. *Professional Collaboration:* The teacher has effective working relationships with students, parents/guardians, school colleagues and community members.

Counselor and Librarian Evaluation Standards

The district adopts the model standards for librarians and counselors developed by the Department of Elementary and Secondary Education and adopted by the State Board.

Evaluation Records

The summative evaluation and any written responses by the teacher or professional staff member will be maintained in the employee's personnel file in accordance with the state retention manuals applicable to schools. The district will not share the evaluation with any state or federal agency unless it is required by law to do so.

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Note: The reader is encouraged to check the index located at the beginning of this section for other pertinent policies and to review administrative procedures and/or forms for related information.

Adopted:

Revised:

MSIP Refs: 6.5.2

Legal Refs: §§ 160.045, 161.855, 168.128, RSMo.

FILE: GCN
Critical

5 C.S.R. 20 - 400.375

Southwest Livingston Co. R-I School Dist, Ludlow, Missouri

REDUCTION IN PROFESSIONAL STAFF WORK FORCE
(Instructional Personnel)

The Board of Education may place as many teachers on unrequested leave of absence as may be necessary due to a decrease in student enrollment, school district reorganization or the financial condition of the school district. The Board of Education shall be the sole judge that one or more of the above conditions exist.

If it becomes necessary to reduce the number of certificated, professional staff members in the district through unrequested leaves of absence, the following philosophy will govern the reduction:

Because the school district exists for the students, and the main obligation of the Board of Education is to provide an education for the district's students, and not to provide employment, the Board will, through procedures carried out by the administration, determine which employees can best serve the needs of the students.

* * * * *

Note: *The reader is encouraged to check the index located at the beginning of this section for other pertinent policies and to review administrative procedures and/or forms for related information.*

Adopted:

Revised:

Cross Refs: FC, School Closings, Consolidations and Reorganizations

Legal Refs: § 168.124, RSMo,
Mo. Atty. Gen. Op., 101 - 83
Fast v. School District of Ladue, et. al., 728 F.2d 1030 (8th Cir. 1984)

Southwest Livingston Co. R-I School Dist, Ludlow, Missouri

RESIGNATION OF PROFESSIONAL STAFF MEMBERS

The district encourages employees to notify the superintendent or designee in writing as soon as they decide not to return or not to accept another contract with the district. Resignations become effective at the end of the school year in which they are submitted unless the district is notified otherwise. Resignations will be submitted to the Board for notification, or approval when required, at the next regular Board meeting, and the superintendent will make recommendations to the Board in situations where an employee is seeking release from a contract.

Employees without Contracts

Employees without employment contracts are considered at-will employees and may resign at any time by submitting a written resignation to the superintendent or designee. The resignation is considered accepted once it is received by the superintendent or designee. The district requests that employees give notice at least ten business days prior to departure so that a replacement can be found or alternative arrangements can be made. The fact that an employee resigned without adequate notice may be shared with potential employers seeking information about the employee.

Employees with Contracts

In general, professional staff members including, but not limited to, probationary teachers and principals, have a binding contract with the district once the employee and the Board have executed a contract in accordance with law. A tenured teacher has a binding contract with the district for the next school year if the teacher does not notify the district of his or her resignation in writing by June 1.

Employees may notify the district that they will no longer work for the district at the end of the existing contract by submitting a written resignation notice to the superintendent or designee at any time. Tenured teachers who do not want to work for the district in the next school year must submit a written resignation notice to the superintendent or designee no later than June 1. In these situations, the resignation is considered accepted once it is received by the superintendent or designee.

Employees who seek to resign during the course of a contract or after a contract has been executed and is binding, even if performance has not begun, must notify the superintendent or designee in writing of the request to resign. Only the Board has the authority to release an employee from a contract in these situations. The Board considers serious illness, transfer of a spouse and military service legitimate reasons for resignation of professional staff, but the Board will consider each resignation on an individual basis. An employee will not be released from a contract unless a suitable replacement is found.

FILE: GCPB
Critical

The Board reserves the right to pursue all available legal remedies when an employee breaks a contract with the district including, but not limited to, filing charges to have a teaching certificate or professional license revoked or seeking a monetary judgment. In addition, the district may share with potential employers seeking information about the employee the fact that the employee broke a contract with the district.

Due Process and Allegations of Sexual Misconduct with a Student

In general, the district does not provide a Board hearing to employees who resign regardless of the reason for the resignation. However, if a district employee is allowed to resign as a result of an allegation of criminal sexual misconduct involving a child, as defined by § 566.083, RSMo., or sexual misconduct as defined in Board policy or as determined by the Children's Division of the Department of Social Services, the district may be legally required to release, or may choose to release, information regarding the allegation to potential employers as detailed in policy GBLB. In these circumstances, the district will provide the employee or former employee a due process hearing when required by law. The superintendent or designee is authorized to consult with the district's attorney to determine the appropriate level of due process, if any, to provide.

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Note: The reader is encouraged to check the index located at the beginning of this section for other pertinent policies and to review administrative procedures and/or forms for related information.

Adopted:

Revised:

Cross Refs: AC, Prohibition against Discrimination, Harassment and Retaliation
JHG, Reporting and Investigating Child Abuse and Neglect

Legal Refs: §§ 162.068, 168.101 - .133, RSMo.
U.S. Const. amend. XIV

Southwest Livingston Co. R-I School Dist, Ludlow, Missouri

SUSPENSION OF PROFESSIONAL STAFF MEMBERS

The Board delegates to the superintendent the authority to suspend staff members or put them on administrative leave for any legal reason in accordance with district policy and law. An employee will be immediately suspended or put on administrative leave in situations where the superintendent or designee determines that suspension is necessary to prevent disruption to the education environment, protect the safety of the students, appropriately investigate alleged misconduct, or in other circumstances where suspension serves the district's interests.

Definitions

Administrative Leave – Involuntary paid leave, without charge to any annual or sick leave, due to misconduct or investigation of misconduct of an employee.

Suspension – Any involuntary leave, whether paid or unpaid, that is not administrative leave as defined in this policy.

Administrative Leave

The superintendent or designee may place any professional staff member on paid administrative leave. The superintendent's decision will stand approved unless reversed by the Board.

A probationary teacher is put on administrative leave when the district notifies the teacher. In accordance with law, the following process will be followed when any other employee is put on administrative leave:

1. Within seven days of placing an employee on administrative leave, the superintendent or designee will provide the employee with written notice of the general reason or reasons for being placed on administrative leave.
2. The superintendent or designee will inform the Board within 30 days after placing an employee on administrative leave of the reason or reasons for the employee's placement on leave. The superintendent or designee will provide an update on the status of the employee at every meeting thereafter.
3. If an employee is not removed from administrative leave within 30 days of being placed on leave, the district will hold a hearing within 60 days of the date the employee was first placed on leave. The hearing and determination may be continued for good cause but may not continue more than 180 days past the date the employee was placed on administrative leave. This hearing requirement does not apply to an employee who is put on paid administrative leave due to misconduct, or an investigation of misconduct, when the district refers such misconduct to a law enforcement agency or another state or

FILE: GCPD
Critical

federal agency or when the law enforcement agency or other state or federal agency has commenced its own investigation of the misconduct for which the employee was placed on administrative leave.

Superintendent

The Board of Education may place the superintendent on paid administrative leave. The Board president or the district's attorney will provide the superintendent with written notice of the action within seven days of the Board's decision and will provide an update on the status of the superintendent's employment at every Board meeting until the issue is resolved. The superintendent may be subject to a hearing as outlined above to the same extent as other professional employees, as required by law.

Suspensions

Employees without Contracts

The superintendent may suspend, with or without pay, professional staff members who are not under contract. The superintendent shall report any such suspension to the Board of Education. The superintendent's decision will stand approved unless reversed by the Board.

Employees with Contracts

Employees with contracts may be suspended with pay in accordance with law, district policy and the employment contract when applicable.

Employees with contracts may be suspended without pay only after appropriate due process unless the employee consents in writing to a suspension without pay. Prior to suspending a professional staff member without pay during the term of a contract, the district will notify the employee of the charges, give the employee an opportunity to discuss the charges and inform the employee of the opportunity to appeal the suspension to the Board of Education. The employee must request an appeal within ten days of notice of suspension without pay. If the employee appeals, the employee may also be suspended with pay pending the appeal. In general, pay will not be withheld until the Board renders its decision unless an appeal has been waived or the employee consents in writing to a suspension without pay.

Special Circumstances Requiring Suspension or Administrative Leave

Pursuant to state law, any employee who strip searches a student in violation of law will be immediately suspended without pay and may be terminated. Prior to placing an employee with an employment contract on unpaid suspension, the district will notify the employee of the charges, give the employee an opportunity to discuss the charges and inform the employee of the

opportunity to appeal the suspension to the Board of Education. If the Board reverses the suspension, the employee will be reimbursed for any pay withheld.

If the district receives information that an employee has allegedly been involved in sexual misconduct with a student or any other child, the district may suspend the employee or place the employee on administrative leave pending an investigation. In accordance with law, the district will suspend or continue a suspension of an employee if the Children's Division (CD) of the Department of Social Services finds that an allegation of sexual misconduct with a student is substantiated, but the district may return the employee to his or her position if the finding is reversed by a court on appeal and becomes final. The district reserves the right to suspend, place on administrative leave or terminate an employee for any legal reason, including sexual misconduct, regardless of whether another agency or a court substantiates the claim. A hearing will be provided to an employee upon request when required by law.

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Note: The reader is encouraged to check the index located at the beginning of this section for other pertinent policies and to review administrative procedures and/or forms for related information.

Adopted:

Revised:

Cross Refs: AC, Prohibition against Discrimination, Harassment and Retaliation
ILA, Test Integrity and Security
JFCF, Bullying
JFCG, Hazing
JFG, Searches of Students
JHG, Reporting and Investigating Child Abuse/Neglect

Legal Refs: §§ 105.264, 162.068, 167.166, 168.071, .101 - .133, RSMo.
U.S. Const. amend. XIV

Southwest Livingston Co. R-I School Dist, Ludlow, Missouri

TERMINATION OF PROFESSIONAL STAFF MEMBERS

Noncertificated Personnel

Noncertificated Employees with Employment Contracts

Employees with employment contracts will be terminated after due process in accordance with the contract and law.

Noncertificated Employees without Employment Contracts

The superintendent or designee may terminate employees who are not under contract. The superintendent shall report any such termination to the Board of Education, and the decision will stand approved unless reversed by the Board.

Certificated Personnel

Employees whose positions require a teaching certificate in accordance with law (certificated personnel) shall be terminated in accordance with the provisions of the Teacher Tenure Act of Missouri or other applicable law.

Tenured Teachers

I. Method

- A. A tenured teacher may be terminated by the Board of Education of a school district for one or more of the following reasons:
1. Physical or mental condition unfitting him or her to instruct or associate with children. This provision will not be used for termination unless the district is also in compliance with other state and federal laws requiring the reasonable accommodation of persons with disabilities.
 2. Immoral conduct.
 3. Incompetency, inefficiency or insubordination in the line of duty.
 4. Willful or persistent violation of or failure to obey the school laws of the state or the published regulations of the Board of Education of the school district employing him or her.
 5. Excessive or unreasonable absence from performance of duties.

6. Conviction of a felony or crime involving moral turpitude.
 - B. In determining the professional competency or efficiency of a tenured teacher, consideration should be given to the teacher's performance evaluations, other documentation or evidence of performance, and any written standards of performance adopted by the Board.
 - C. A tenured teacher's contract may not be terminated by the Board of Education until after service upon the teacher of written charges specifying with particularity the grounds alleged to exist for termination of such contract, notice of a hearing on charges and, if requested by the teacher, a hearing by the Board of Education.
 - D. If the charges are for incompetency, inefficiency or insubordination, at least 30 days before service of the notice of charges, the superintendent will give the teacher a warning in writing stating specifically the causes which, if not removed, may result in charges. Thereafter, the superintendent or designee and the teacher shall meet in an effort to resolve the matter. Thirty days' notice is not necessary for termination for charges other than incompetency, inefficiency and insubordination.
 - E. Notice of a hearing upon charges, together with a copy of charges, shall be served on the tenured teacher at least 20 days prior to the date of the hearing. The notice and copy of charges may be served upon the teacher by certified mail with personal delivery, addressed to the employee at his or her last known address. If the teacher or the teacher's agent does not, within ten days after receipt of the notice, request a hearing on the charges, the Board may, by a majority vote, order the contract of the teacher terminated. If a hearing is requested by either the teacher or the Board of Education, it shall take place not less than 20 or more than 30 days after notice of the hearing has been furnished to the tenured teacher.
 - F. On the filing of charges in accordance with this section, the Board may suspend the teacher from active performance of duty until a decision is rendered by the Board, but the teacher's salary shall be continued during such suspension unless the law requires the suspension to be without pay. If a decision to terminate a teacher's employment is appealed and the decision is reversed, the teacher shall be paid his or her salary lost while the appeal was pending.

II. Termination Hearing

If a hearing is requested on the termination of a tenured contract or is otherwise used for the termination of a professional staff member under this policy, it shall be conducted by the Board of Education in accordance with the following provisions:

- A. The hearing shall be public.
- B. Both the teacher and the person filing charges may be represented by counsel who may cross-examine witnesses.
- C. Testimony at hearings shall be on oath or affirmation administered by the president of the Board of Education, who shall have the authority to administer oaths in accordance with law.
- D. The Board shall have the power to subpoena witnesses and documentary evidence as provided in § 536.077, RSMo., and shall do so on its own motion or at the request of the teacher against whom charges have been made. The Board shall hear testimony of all witnesses named by the teacher. However, the Board may limit the number of witnesses to be subpoenaed on behalf of the teacher to not more than ten.
- E. The Board of Education shall employ a stenographer who shall make a full record of the proceedings of the hearings and who shall, within ten days after the conclusion thereof, furnish the Board of Education and the teacher, at no cost to the teacher, a copy of the transcript of the record, which shall be certified by the stenographer to be complete and correct. The transcript shall not be open to public inspection unless the hearing on the termination of the contract was an open hearing or if an appeal from the decision of the Board is taken by the teacher.
- F. All costs of the hearing shall be paid by the Board except the cost of counsel for the teacher.
- G. The decision of the Board of Education resulting in the demotion of a tenured teacher or the termination of a tenured contract shall be by a majority vote of the members of the Board of Education, and the decision shall be made within seven days after the transcript is furnished them. A written copy of the decision shall be furnished to the teacher within three days thereafter.

III. Appeal

- A. The teacher may appeal the decision of the Board of Education to the circuit court of the county where the district is located. The appeal shall be taken within 15 days after service of a copy of the decision of the Board of Education upon the teacher, and if an appeal is not taken within that time, the decision of the Board of Education shall become final.
- B. The appeal may be taken by filing notice of appeal with the Board of Education, whereupon the Board of Education, under its certificate, shall forward to the court all documents and papers on file in the matter, together with a transcript of the evidence, the findings and the decision of the Board of Education, which shall thereupon become the record of the cause. Such appeal shall be heard as provided in Chapter 536, RSMo.

Probationary Teachers

A probationary teacher may be terminated during the course of a contract for any legal reason including, but not limited to, the reasons for terminating a tenured teacher.

If in the opinion of the Board of Education any probationary teacher has been doing unsatisfactory work, the Board of Education, through its authorized administrative representative, shall provide the teacher with a written statement definitely setting forth his or her alleged incompetency and specifying the nature thereof in order to furnish the teacher an opportunity to correct his or her fault and overcome the incompetency. If improvement satisfactory to the Board of Education has not been made within 90 days of receipt of the notification, the Board of Education may terminate the employment of the probationary teacher immediately. Termination on other grounds may progress immediately.

Any motion to terminate the employment of a probationary teacher shall include only one person and must be approved by a majority of the members of the Board of Education. A tie vote thereon constitutes termination. A probationary teacher will receive due process as required by law prior to termination. The district may utilize the hearing process detailed above for the termination of tenured teachers.

Certificated Administrative Staff Ineligible for Tenure

Certificated employees ineligible for tenure (other than the superintendent) in their present positions, such as principals and assistant principals, may be terminated during the course of a contract for any legal reason including, but not limited to, the reasons for terminating instructional personnel. No improvement period is required prior to the notice of charges.

If an administrator other than the superintendent is also a tenured teacher, the district will provide the terminated administrator a teaching position for which he or she is qualified if a position is available in accordance with law, unless the teaching contract has also been terminated.

An administrator will receive due process prior to termination as required by law. The district may utilize the process for dismissal of tenured teachers.

Additional Remedies

In addition to termination, the district reserves the right to seek the revocation or discipline of a teaching or administrative certificate with the State Board of Education, pursuant to state law. The district may petition the Attorney General's Office to file charges with the State Board of Education on behalf of the school district for any reason other than annulment of contract. The district may also file criminal charges or seek other civil damages when appropriate.

Notification to the State Board and the Attorney General

The superintendent or designee shall immediately provide written notice to the State Board of Education and the attorney general upon learning that a certificated employee has pled guilty to or was found guilty of any offense that would authorize the State Board to seek discipline or revoke a teaching certificate.

Notification to Retirement Systems

In accordance with law, the district will notify the Public School Retirement System (PSRS), the Public Education Employee Retirement System (PEERS) or any other relevant state retirement system when an employee or former employee is charged with or convicted of any of the following crimes committed in direct connection with or directly related to the employee's or former employee's duties as an employee with the district, when the charge or conviction is a felony:

1. Stealing under § 570.030, RSMo., when the offense involved money, property or services valued at \$5,000 or more;
2. Receiving stolen property under § 570.080, RSMo., as it existed before January 1, 2017, when such offense involved money, property or services valued at \$5,000 or more;
3. Forgery under § 570.090, RSMo.;
4. Counterfeiting under § 570.103, RSMo.;

FILE: GCPE
Critical

5. Bribery of a public servant under § 576.010, RSMo.;
6. Acceding to corruption under § 576.020, RSMo.; or
7. Any substantially similar offense under federal law.

Due Process and Allegations of Sexual Misconduct with a Student

If a district employee is terminated as a result of an allegation of criminal sexual misconduct involving a child, as defined by § 566.083, RSMo., or sexual misconduct as defined in Board policy or as determined by the Children's Division of the Department of Social Services, the district may be legally required to release, or may choose to release, information regarding the allegation to potential employers as detailed in policy GBLB. In these circumstances, the district will provide the employee or former employee a due process hearing when required by law if such a hearing was not already provided. The superintendent or designee is authorized to consult with the district's attorney to determine the appropriate level of due process, if any, to provide.

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Note: The reader is encouraged to check the index located at the beginning of this section for other pertinent policies and to review administrative procedures and/or forms for related information.

Adopted:

Revised:

Cross Refs: AC, Prohibition against Discrimination, Harassment and Retaliation
ILA, Test Integrity and Security
JFCF, Bullying
JFCG, Hazing
JHG, Reporting and Investigating Child Abuse and Neglect

Legal Refs: §§ 105.669, 162.068, 168.071, .101, .114, .116, .118, .120, .126, RSMo.
U.S. Const. amend. XIV

Southwest Livingston Co. R-I School Dist, Ludlow, Missouri

RENEWAL OF PROFESSIONAL STAFF MEMBERS

The Southwest Livingston Co. R-I School Dist will consider professional staff performance and the district's future staffing needs at least annually and make decisions regarding the continued employment of professional staff members for the next school year.

Employment Contracts

Certificated employees whose employment has been renewed will receive contracts no later than May 15.

Professional employees subject to contract renewal by law shall have 15 calendar days from receipt of a contract to sign and return the contract to the designated person in the district, or the district, in its discretion, may consider the employment offer revoked. The district may also set a date for the return of contracts that are not regulated by law. Failure to return the contract by that date will be considered a rejection of the district's offer of employment.

In accordance with law, if a certificated employee has a multi-year contract in which the employee's salary is set in the contract for the next fiscal year, the Board cannot take action to increase the salary in the existing contract unless the employee's duties are increased.

Tenured Teachers

By law tenured teachers have an indefinite contract with the district and are therefore automatically considered employed for the next school year without Board action. In accordance with law, the district will notify these teachers on or before May 15 of their compensation for the next school year in accordance with the salary schedule and the school calendar.

Probationary Teachers

On or before April 15 of each school year, the Board shall provide written notification of contract nonrenewal to probationary teachers who the district will not retain. If the teacher's contract was nonrenewed due to a decrease in student enrollment, school district reorganization or the financial condition of the school district, the written notice will include the reason for nonrenewal. Otherwise, upon request, the district will provide a concise written statement of the reason or reasons the contract was not renewed.

Certificated Administrative Staff Ineligible for Tenure

The following rules apply to the employment renewal of all certificated administrative staff other than the superintendent. On or before April 15 of the year in which a contract expires, the Board shall notify administrators in writing concerning their re-employment. Any motion regarding re-employment of such employees shall include only one person and shall be made in the positive. A majority of the elected members voting in the affirmative shall constitute re-employment.

Nonrenewed administrators who have tenure as a teacher in the district will be offered a teaching position in accordance with law and must provide written notice to the district by June 1 if they do not intend to accept the position.

If an administrator is nonrenewed or demoted, and if the employee has been re-employed five times by the district, the employee may, within ten days following receipt of the notice, request a written statement of reasons. The statement shall be provided within ten days of receipt of the request. The employee shall be granted a hearing if requested in writing within ten days after receipt of the statement of reasons. The hearing shall be held within ten days of the receipt of the request and shall be open at the employee's request. The employee may have counsel, testify, offer evidence and cross-examine witnesses. After the hearing, no further action by the Board shall be required.

Noncertificated Professional Staff

In general, the district does not enter into employment contracts with noncertificated professional staff. Noncertificated professional staff employees are considered at-will employees and will continue to be employed with the district from year to year unless notified otherwise. When applicable, the district will provide reasonable assurance of continued employment status to employees prior to the summer break.

Due Process and Allegations of Sexual Misconduct with a Student

If a district employee's contract is not renewed as a result of an allegation of criminal sexual misconduct involving a child, as defined by § 566.083, RSMo., or sexual misconduct as defined in Board policy or as determined by the Children's Division of the Department of Social Services, the district may be legally required to release, or may choose to release, information regarding the allegation to potential employers as detailed in policy GBLB. In these circumstances, the district will provide the employee or former employee a due process hearing when required by law if such a hearing was not already provided. The superintendent or designee is authorized to consult with the district's attorney to determine the appropriate level of due process, if any, to provide.

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Note: The reader is encouraged to check the index located at the beginning of this section for other pertinent policies and to review administrative procedures and/or forms for related information.

Adopted:

Revised:

Cross Refs: AC, Prohibition against Discrimination, Harassment and Retaliation
CBC, Superintendent's Contract/Compensation and Benefits
JHG, Reporting and Investigating Child Abuse and Neglect

Legal Refs: Mo. Const. art. III, §§ 38(a), 39(3)
§§ 162.068, 168.101, .126, RSMo.
U.S. Const. amend. XIV

Southwest Livingston Co. R-I School Dist, Ludlow, Missouri

SUPPORT STAFF POSITIONS

The Board of Education recognizes the importance of having well-qualified personnel to support the district's educational mission and directs the superintendent or designee to recommend the employment of persons necessary to efficiently operate the district's programs.

The term "support staff" will be used to designate all positions in the district that are not otherwise designated as "professional" positions in accordance with Board policy.

The superintendent will maintain a comprehensive and current set of job descriptions for all positions in the district. Job descriptions shall be available in the office of the superintendent during regular business hours.

The superintendent or designee shall have general responsibility for coordinating the employment of all support staff and maintaining adequate personnel records. The superintendent or designee will assign all support staff one or more immediate supervisors who will provide training, direction and performance evaluations.

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Note: The reader is encouraged to check the index located at the beginning of this section for other pertinent policies and to review administrative procedures and/or forms for related information.

Adopted:

Revised:

Southwest Livingston Co. R-I School Dist, Ludlow, Missouri

SUPPORT STAFF COMPENSATION

The Southwest Livingston Co. R-I School Dist needs highly qualified employees to accomplish its education mission and must offer competitive compensation to attract and maintain experienced staff. The Board directs the superintendent or designee to annually research regional and statewide trends in employee compensation and consult with district employees to prepare competitive salary schedules and salary recommendations for the Board to consider, within the constraints of the district's finances.

An employee of the district will be compensated in accordance with a Board-approved salary schedule or will receive the amount of compensation approved by the Board for that position or that particular employee. Only the Board has the authority to increase the compensation of an employee or grant that employee an extra-duty position or stipend.

Compensation Considerations

Unless an employee is paid in accordance with a salary schedule, as discussed later in this policy, the compensation of support staff will be made by the Board after consideration of recommendations made by the superintendent or designee. When making compensation recommendations, the superintendent or designee will consider all legal, relevant factors including, but not limited to, the expertise necessary to meet student needs, required training or licenses, experience in the position, current compensation trends for the position in the state or region, the number and quality of applicants available for the position, the district's financial circumstances, and the individual's performance evaluations.

Salary Schedules

The Board may annually adopt salary schedules for the various categories of support staff personnel. Each support staff member will be placed on the appropriate schedule commensurate with, but not limited to, job category and experience with the district. When creating a salary schedule, the Board may recognize characteristics beneficial to the district, such as training, licenses and employment in high-need areas, in addition to traditional factors such as years of experience.

If the Board adopts a salary schedule, the following will apply:

1. Salary schedules and other compensation will be determined along with the district budget by June 30. Any salary schedule adopted by the Board will remain in effect and continue to operate until Board action is taken to change or eliminate the salary schedule.
2. The Board may freeze the operation of the salary schedule when warranted by the financial condition of the district or for other relevant reasons, as determined by the

Board. Once a salary schedule is frozen, employees will not advance on the salary schedule until a vote is taken by the Board authorizing movement on the salary schedule.

3. An employee may not advance more than one step vertically and one column horizontally per year on the salary schedule unless such movement is allowed by the rules adopted by the Board and is uniformly applicable to that particular salary schedule or is otherwise approved by the Board.
4. Additional training or licenses obtained after the employee has begun work with the district may not be used to advance on a salary schedule unless the employee had prior administrative approval to participate in the training or obtain the license and count it for advancement on the salary schedule.
5. The district will recognize similar, previous experience of an employee when placing that employee on the salary schedule. The Board delegates to the superintendent or designee the authority to set guidelines on which previous experiences qualify. In addition, the district may recognize military service or work experience that the district considers beneficial to the position. It is the employee's responsibility to fully apprise the district of his or her relevant background when first being employed in the position. Once the employee is initially placed on the salary schedule, the district is under no obligation to review the placement.

Compensation for Extra Duties

Additional duties, such as supervising activities, may be assigned to support staff without additional compensation. In some situations and with Board approval, an employee may be provided extra-duty compensation or a stipend to compensate the employee for performing additional duties. In those situations, the amount of compensation will be determined by the Board and may be set by adopting an extra-duty salary schedule or approving a specific amount for the position.

Employee Responsibility

Employees are responsible for verifying that their salary schedule placement, compensation rate and paychecks are accurate. Employees are required to notify the district within 30 days of receiving an inaccurate payment, and failure to do so could lead to discipline, forfeiture of amounts owed or deductions for excess pay received, as allowed by law.

Compensation Disbursement

In general, support staff will be paid in equal installments over 12 months, even if the employee's regular work schedule is less than 12 months. However, payment for extra duties that are seasonal or limited to a specific timeframe may be paid in the month the work was performed.

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Note: The reader is encouraged to check the index located at the beginning of this section for other pertinent policies and to review administrative procedures and/or forms for related information.

Adopted:

Revised:

Cross Refs: AC, Prohibition against Discrimination, Harassment and Retaliation
DLB, Salary Deductions

Southwest Livingston Co. R-I School Dist, Ludlow, Missouri

SUPPORT STAFF FRINGE BENEFITS

The Board recognizes that fringe benefits, such as insurance opportunities, can be an important part of the total compensation plan. The superintendent or designee will research and present to the Board fringe benefit opportunities that will assist the district in attracting and retaining quality employees.

Unless otherwise indicated in this policy, a support staff member is considered to be a full-time employee if he or she holds a position designated as full time in the relevant job description.

Benefits Fully or Partially Paid by the District

The district has a wide variety of support staff members with varying schedules and compensation expectations. The district will notify employees in writing of the benefits associated with their positions. The district may provide access to and contribute toward the cost of the following benefit options, depending on the position:

1. Health insurance or a group health plan
2. Life insurance
3. Vision insurance
4. Dental insurance
5. Other benefits as approved by the Board

In accordance with law, any contract for an insurance policy provided for the benefit of employees will be submitted to competitive bidding at least every three years.

Health Insurance or Group Health Plan

The Board will provide eligible full-time employees access to district-sponsored health insurance or a group health plan, in accordance with federal law. For health insurance or health plan purposes, an eligible employee is defined as a staff member the district reasonably expects to work an average of 30 hours or more per week as determined by law.

Any district health insurance contract or plan shall include a provision allowing persons who retire from the district to remain or become members of the plan if they are eligible to receive benefits under the Public School Retirement System of Missouri (PSRS) or the Public Education Employee Retirement System of Missouri (PEERS) by paying premiums. In addition, the retiree's spouse and children must be allowed to become members of the plan if they are receiving or are eligible to receive benefits under the PSRS or PEERS. Retirees and their spouses and children will have one year from the date of retirement to qualify and enroll in the coverage. Once that date has passed, if a retiree or his or her spouse or children discontinue district coverage, they are not eligible to re-enroll.

FILE: GDBC
Critical

Benefits Provided by the District at Employee Expense

In accordance with law, the district is required to establish a premium-only cafeteria plan unless the district provides health insurance through a self-insured or self-funded group health plan. Even if the district provides health insurance through a self-insured or self-funded plan, the district may choose to offer employees access to a cafeteria plan or other benefits at the employee's expense.

Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA) Requirements

In accordance with law, the district-sponsored health insurance or group health plan will allow for continuing coverage of employees and their spouses, former spouses or dependent children after certain qualifying events upon payment of the applicable premium. This obligation applies to both district-paid and employee-paid options. Qualifying events include, but are not limited to, employee resignation from the district, most situations involving employee termination and situations where an employee's hours have been reduced so that he or she no longer qualifies for district-paid health insurance or the group health plan. The district will provide notices as required by law.

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Note: The reader is encouraged to check the index located at the beginning of this section for other pertinent policies and to review administrative procedures and/or forms for related information.

Adopted:

Revised:

Cross Refs: HA, Negotiations with Employee Representatives

Legal Refs: §§ 67.150, .210, 169.590, 376.428, .453, RSMo.
Internal Revenue Code, 26 U.S.C. § 125
Patient Protection and Affordable Care Act, 26 U.S.C. § 4980H
Public Health Service Act, 42 U.S.C. §§ 300bb-1 - 300bb-8

Southwest Livingston Co. R-I School Dist, Ludlow, Missouri

SUPPORT STAFF LEAVES

Consistent staffing is important to the learning environment and district operation and therefore is an essential duty of all employees. However, the board recognizes that there are circumstances that require an employee to miss work, and the purpose of this policy is to identify situations where paid and unpaid leave from work are appropriate.

The district may require an employee to provide the district verification of illness from a healthcare provider or supply other documentation verifying the absence before the district applies sick leave or other applicable paid leave to the absence. In accordance with law, the district may require an employee to present a certification of fitness to return to work whenever the employee is absent from work due to the employee's health.

The following leaves with pay will be provided to full-time support staff employees. Regular part-time support staff employees will receive these leaves on a pro rata basis. This policy does not apply to temporary or substitute staff members unless otherwise noted.

1. **Sick Leave** – Any support staff employees whose assignments call for 12 months of full-time employment will receive ____ days of sick leave. Support staff employees whose assignments call for full-time employment only during the regular school term will receive ____ days of sick leave. Unused sick leave will be cumulative to ____ sick leave days. An absence of over one through four hours shall be counted as a half-day of sick leave.

Absences may be charged against sick leave for the following reasons:

- a. Illness, injury or incapacity of the employee. The board reserves the right to require a healthcare provider's certification attesting to the illness or incapacity of the claimant and/or inclusive dates of the employee's incapacitation. FMLA health certification procedures apply to FMLA-qualifying absences, even if such absences are paid sick leave.
- b. Illness, injury or incapacity of a member of the immediate family. The board defines "immediate family" to include:
 - The employee's spouse.
 - The following relatives of the employee or the employee's spouse: parents, children, children's spouses, grandparents, grandchildren, siblings and any other family member residing with the employee.
 - Any other person over whom the employee has legal guardianship or for whom the employee has power of attorney and is the primary caregiver.

(Note: "Family" for FMLA purposes is more limited.)

- c. Illness, injury or incapacity of other relatives, with permission granted by the superintendent.
- d. Pregnancy, childbirth and adoption leave in accordance with this policy.

Staff members who are ill are encouraged to stay home to promote healing and reduce the risk of infecting others, especially during a pandemic or other significant health event. In the event of a pandemic or other significant health event, schools may be closed to all staff and students or just students. If schools are closed only to students, staff members are expected to work regular schedules or use appropriate leave.

A district employee may not use sick leave during the period the employee receives Workers' Compensation for time lost to work-related incidents.

Any support staff employee who is a member of a retirement system shall remain a member during any period of leave under sick leave provisions of the district or under Workers' Compensation. The employee shall also receive creditable service credit for such leave time if the employee makes contributions to the system equal to the amount of contributions that he or she would have made had he or she been on active service status.

- 2. **Personal Leave** – A maximum of _____ days of personal leave will be available per school year. Unused personal leave days do not accumulate.

Absences may be charged against personal leave for the following reasons:

- a. Tax investigation.
- b. Court appearances, unless applicable law or policy provides for paid leave.
- c. Wedding, graduation or funeral.
- d. Observance of a religious holiday.
- e. Conducting personal business of such a nature that it cannot be performed on Saturday, Sunday or before or after school hours, including parent-teacher conferences.
- f. Absences under leaves authorized by law, policy or the board that would otherwise be unpaid including, but not limited to, leave under the FMLA.
- g. Leave for other purposes as approved by the principal.

Whenever possible, it is expected that requests for leave will be made in writing to the designated administrator at least 48 hours in advance of the time leave is requested. However, 30 days' notice is required by law if the leave qualifies as FMLA leave and

such notice is practical. The administrator will respond promptly to the employee's written request.

A district employee may not use personal leave days during the period the employee receives Workers' Compensation for time lost to work-related incidents.

3. **Vacation** – All support staff employed on a 12-month basis will receive _____ weeks of vacation per year. An employee must submit a written request for vacation to his or her supervisor and receive written authorization before taking vacation days. If the employee's absence may disrupt district operations, the supervisor has the discretion to deny a request for vacation or to limit the time of year the employee may take his or her vacation.

A district employee may not use vacation days during the period the employee receives Workers' Compensation for time lost to work-related incidents.

4. **Bereavement Leave** – When a death occurs in an employee's immediate family, the employee may take up to five days off with pay to attend the funeral or make funeral arrangements. The district may require verification of the need for the leave. The board defines "immediate family" to include:

- The employee's spouse.
- The following relatives of the employee or the employee's spouse: parents, children, children's spouses, grandparents, grandchildren, siblings and any other family member residing with the employee.
- Any other person over whom the employee has legal guardianship or for whom the employee has power of attorney and is the primary caregiver.

After the exhaustion of the five days of bereavement leave, the employee may use personal leave.

Unless otherwise provided, the following leaves will be provided to full-time and part-time support staff employees.

1. **Holidays** – The district will grant paid and unpaid holidays in accordance with the academic calendar adopted by the board. Holidays may be modified or eliminated as needed when the academic calendar is changed due to inclement weather or for other reasons. Holidays may change from year to year.
2. **Professional Leave** – Employees may be granted professional leave to attend classes or conferences, meet with mentors or participate in other approved professional growth activities. Professional leave must be approved by the immediate supervisor, arranged well in advance and is not considered personal leave.

3. **Military Leave** – The board shall grant military leave as required by law. Members of the National Guard or any reserve component of the U.S. Armed Forces who are engaged in the performance of duty or training will be entitled to a leave of absence of 120 hours in any federal fiscal year (October 1 B September 30) without impairment of efficiency rating or loss of time, pay, regular leave or any other rights or benefits. Employees shall provide the district an official order verifying that they are required to report to duty.
4. **Election Leave** – Any employee who is appointed as an election judge pursuant to state law may be absent on any election day for the period of time required by the election authority. The employee must notify the district at least seven days prior to any election in which the employee will serve as an election judge. No employee will be terminated, disciplined, threatened or otherwise subjected to adverse action based on the employee's service as an election judge.
5. **Leave to Vote** – Employees who do not have three successive hours free from work while the polls are open will be granted a leave period of up to three hours to permit employees three successive hours while the polls are open for the purpose of voting. Requests for such leave must be made prior to election day, and the employee's supervisors will designate when during the workday the leave should be taken. Any employee who properly requests leave to vote and uses the leave for that purpose will not be subject to discipline, termination or loss of wages or salary.
6. **Jury Duty Leave** – An employee will be granted paid leave for time spent responding to a summons for jury duty, time spent participating in the jury selection process or time spent actually serving on a jury. An employee will not be terminated, disciplined, threatened or otherwise subjected to adverse action because of the employee's receipt of or response to a jury summons.
7. **Leave for Court Subpoena** – If the subpoena is directly related to the employee's school duties, the employee will be released for court appearance without loss of leave. Other court appearances will be deducted from personal leave.
8. **Firefighter Leave** – Employees will be allowed to use personal, vacation and/or unpaid leave for any time taken to respond to an emergency in the course of performing duties as a volunteer firefighter. For the purposes of this section, "volunteer firefighter" includes members of Missouri1 Disaster Medical Assistance Team, Missouri Task Force One, Urban Search and Rescue Team or those activated by the Federal Emergency Management Agency (FEMA) in times of national disaster. Employees covered under this section shall not be terminated from employment for joining a volunteer fire department or for being absent from or late to work in order to respond to an emergency. Employees shall make every reasonable effort to notify the principal or supervisor if the employee may be absent from or late to work under this section. Employees are required to provide their supervisors with a written statement from the supervisor or acting supervisor of the volunteer fire department stating that the employee responded to an emergency along with the time and date of the emergency.

9. **Crime Victim Leave** – Any employee who is a crime victim, who witnesses a crime or who has an immediate family member who is a crime victim will not be required to use vacation, personal or sick leave in order to honor a subpoena to testify in a criminal proceeding, attend a criminal proceeding or participate in the preparation of the criminal proceeding.
10. **Civil Air Patrol Leave** – Any employee who is a member of Civil Air Patrol and has qualified for a Civil Air Patrol emergency service specialty or who is certified to fly counternarcotics missions shall be granted unpaid leave to perform Civil Air Patrol emergency service duty or counternarcotics missions without loss of time, regular leave or any other rights or benefits in accordance with law. The leave is limited to 15 working days in any calendar year but is unlimited when responding to a state- or nationally declared emergency in Missouri. The district may request that the employee be exempted from responding to a specific mission.
11. **Coast Guard Auxiliary Leave** – Employees who are members of the United States Coast Guard Auxiliary will be granted an unpaid leave of absence for periods during which they are engaged in the performance of United States Coast Guard or United States Coast Guard Auxiliary duties, including travel related to such duties, when authorized by the director of auxiliary or other appropriate United States Coast Guard Authority. Such leaves of absence will be given without loss of time, regular leave or any other rights or benefits to which such employees would otherwise be entitled. The leave is limited to 15 working days in any calendar year but is unlimited when responding to a state- or nationally declared emergency in Missouri or upon any navigable waterway within or adjacent to the state of Missouri. The district may request that an employee be exempted from responding to a specific mission.
12. **Victims' Economic Safety and Security Act (VESSA) Leave** – Employees may take unpaid leave in accordance with law for absences related to domestic or sexual violence where an employee, an employee's family member or a person residing in the employee's household has been the victim of domestic or sexual violence. Leave may be taken intermittently or on a reduced work schedule. Two workweeks of unpaid leave will be available in a 12-month period, except that employees of districts with fewer than 50 employees but at least 20 employees will be limited to one workweek of unpaid leave. Employees may use accumulated paid leave or compensatory time concurrently with unpaid VESSA leave. VESSA leave does not create a right for employees to take unpaid leave that exceeds the amount of unpaid leave time under FMLA. Employees are required to give 48 hours' notice of the need for leave unless such notice is not practicable. The district may require certification of the need for leave, which may include documentation from an entity aiding the victim, a police or court record, or other corroborating evidence. Information provided by the employee in conjunction with the use of this leave will be confidential in accordance with law.

Pregnancy, Childbirth and Adoption Leave

This section creates no rights extending beyond the contracted period of employment. FMLA certification and recertification procedures apply to FMLA-eligible employees. An employee must notify the district of the need for and anticipated duration of the leave at least 30 days before leave is to begin, if foreseeable. If 30 days' notice is not practical, the employee must give as much notice as possible. A pregnant employee shall continue in the performance of her duties as long as she is able to do so and as long as her ability to perform her duties is not impaired, based on medical opinion.

Employees eligible for FMLA leave for the birth, first-year care, adoption or foster care of a child will have such leave applied in accordance with the FMLA. The district shall only apply up to six weeks of accrued paid leave to such absences.

Employees who are ineligible for FMLA leave may take up to six weeks of leave for the birth, first-year care, adoption or foster care of a child and may use any combination of accrued sick leave, personal leave, vacation or unpaid leave. Pregnant employees who need more than six weeks of paid or unpaid leave for a pregnancy-related incapacity must provide certification of the medical necessity for such leave.

Search the index for this section and the cross references to identify related policies, administrative procedures and forms.

Adopted:

Revised:

Cross Refs: DLB, Salary Deductions
HA, Negotiations with Employee Representatives
IC, Academic Calendar

Legal Refs: §§ 41.1000, .1005, 105.270 - .271, 115.102, .639, 168.122, 169.595, 285.625 -
.670, 320.200, .330 - .339, 494.460, 595.209, RSMo.
Fair Labor Standards Act, 29 U.S.C. §§ 201 - 218(c)
Family and Medical Leave Act of 1993, 29 U.S.C. §§ 2611 - 2619
Title VII of the Civil Rights Act of 1964 as amended by the Pregnancy
Discrimination Act, 42 U.S.C. § 2000e-1 - 2000e-17
29 C.F.R. § 1604.10

Southwest Livingston Co. R-I School Dist, Ludlow, Missouri

SUPPORT STAFF RECRUITING AND HIRING

The superintendent or designee is responsible for determining the district's support staff personnel needs and locating suitable support staff candidates. The superintendent will make employment recommendations to the Board, and the Board will employ personnel in accordance with law.

The district's hiring procedures will comply with all federal and state laws, including laws prohibiting discrimination. The Southwest Livingston Co. R-I School Dist is an equal opportunity employer and hires only citizens of the United States and persons who are legally authorized to work in the United States. The Southwest Livingston Co. R-I School Dist will enroll and actively participate in a federal work authorization program in accordance with law.

A majority of the Board must vote affirmatively to employ any person or enter into an employment contract.

Recruiting and Advertising

The district will recruit the best-qualified candidates for open positions. New or vacant positions will be posted for at least five business days in the district's buildings and publicized externally by other means as determined appropriate by the superintendent or designee. However, if the superintendent or designee determines that it would be detrimental to wait five business days or that a longer period is necessary, the position will be advertised for the number of days deemed appropriate. Further, if the same or similar position was recently advertised, the superintendent or designee may utilize applications previously received without re-advertising the vacancy. A position is not considered vacant if the superintendent or designee transfers or reassigns an existing employee to the position. Board approval is required when a transfer or reassignment results in a change to the employee's compensation, benefits or contract.

Recruitment procedures will not overlook the talents and potential of individuals already employed by the school district. Any current, qualified employee meeting the stated requirements may apply for new or vacant positions in the district.

All requests for information concerning vacancies in the district shall be directed to the superintendent or designee.

Screening Process

Applicants must complete a formal application and provide all required information. The superintendent or designee shall conduct interviews, review references and obtain other information as deemed necessary.

FILE: GDC
Critical

The superintendent or designee will conduct background checks on employees and applicants for employment in accordance with law and Board policy.

The superintendent or designee will verify that applicants currently possess the appropriate certification or license before the Board votes to employ them in a position that requires a certificate or other professional license. The superintendent or designee will also reverify licenses and certifications once they are renewed. When the district determines that employing someone without the appropriate certificate or license is necessary or unavoidable, the employee will be required to obtain the appropriate certificate or license by a district-specified deadline.

Any applicant who provides false information or any document referencing false information will immediately be removed from consideration.

Hiring

The Board will fill a vacancy after receiving a recommendation from the superintendent or designee. All candidates will be selected on the basis of qualifications, training, experience and ability to fulfill the requirements of the position.

All applicants for a particular position will be promptly notified once the position has been filled.

Board Members

The district will not accept an employment application from a Board member, consider a Board member for employment or decide to employ a Board member while the member remains on the Southwest Livingston Co. R-I School Dist Board of Education. Board members who wish to apply for employment in the district must first resign from the Board.

Spouses of Board Members

In accordance with law, a Board member's spouse will be hired to fill a vacant or new position only if the position has been advertised in accordance with this policy and the superintendent has submitted a written recommendation supporting the employment of the spouse. If a Board member's spouse is hired, the names of all applicants for that position and the name of the individual hired will be included in the appropriate Board meeting minutes.

Retirees

The district may employ persons who are retired and currently receiving a retirement allowance from a public retirement system as permitted by law.

Eligibility for Public Service Loan Forgiveness

In accordance with law, the district will provide current, accurate and complete information to each new employee regarding eligibility for public service loan forgiveness. The notice will be provided within ten days following the start of employment.

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Note: The reader is encouraged to check the index located at the beginning of this section for other pertinent policies and to review administrative procedures and/or forms for related information.

Adopted:

Revised:

Cross Refs: AC, Prohibition against Discrimination, Harassment and Retaliation
BBFA, Board Member Conflict of Interest and Financial Disclosure
DD, Grants

MSIP Refs: R-10

Legal Refs: §§ 105.255, .1445, 161.855, 162.261, .301, 168.133, 213.010, .055, .070, 285.530,
290.400 - .410, 335.075, RSMo.
Immigration Reform and Control Act of 1986, 8 U.S.C. § 1324a
Title IX of the Education Amendments of 1972, 20 U.S.C. § 1681
Equal Pay Act, 29 U.S.C. § 206(d)
Age Discrimination in Employment Act, 29 U.S.C. §§ 621 - 634
The Rehabilitation Act of 1973, Section 504, 29 U.S.C. § 794
Family and Medical Leave Act, 29 U.S.C. § 2615
Title VI of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000d - 2000d-7
Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e - 2000e-17
Genetic Information Nondiscrimination Act, 42 U.S.C. §§ 2000ff - 2000ff-11
Age Discrimination Act of 1975, 42 U.S.C. §§ 6101 - 6107
Americans with Disabilities Act, 42 U.S.C. §§ 12101 - 12213

Southwest Livingston Co. R-I School Dist, Ludlow, Missouri

SUPPORT STAFF REASSIGNMENTS AND TRANSFERS

The district recognizes that assigning qualified staff members to positions throughout the district is essential to providing an excellent education program for all students. Every effort will be made to assign district staff to areas of the greatest need for the benefit of the students.

Definitions

Reassignment – District-initiated movement of an employee from one position or building to another.

Transfer – Movement of an employee from one position or building to another at the request of the employee.

Reassignments

The Board directs the superintendent to annually assess the staffing needs of the district and reassign staff as necessary to meet those needs. Although the superintendent will take the employee's expressed preference into consideration, the ultimate decision must be based on the district's needs. The superintendent may reassign support staff members at any time, including during the school year. Board approval is required when a reassignment results in a change to the employee's compensation, benefits or contract.

Transfers

Support staff may request a transfer to a different position or building by submitting the appropriate form to the superintendent or designee. The district will grant employee transfer requests only when they are in the best interest of the district. Board approval is required when a transfer results in a change to the employee's compensation, benefits or contract.

Transfer requests for the following school year must be submitted on or before March 1. Transfers during the school year are discouraged and will be considered only in extraordinary circumstances. Support staff requesting a transfer during the school year must submit the appropriate form and discuss the request with both the employee's immediate supervisor and the superintendent or designee.

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Note: The reader is encouraged to check the index located at the beginning of this section for other pertinent policies and to review administrative procedures and/or forms for related information.

FILE: GDI
Basic

Adopted:

Revised:

Cross Refs: FC, School Closings, Consolidations and Reorganizations

Southwest Livingston Co. R-I School Dist, Ludlow, Missouri

SUPPORT STAFF DEVELOPMENT OPPORTUNITIES

The Southwest Livingston Co. R-I School Dist Board of Education recognizes that well-trained support staff employees positively impact student achievement and are essential for the district's mission and the efficient and economical operation of the schools. Therefore, the district will provide relevant professional development activities for the support staff of the district. The superintendent or designee is directed to create a support staff professional development committee (SSPDC), and the district's professional development committee (PDC) will include representatives from noncertified positions. The district will conduct needs assessments that serve to identify the professional development needs of support staff employees.

Support staff may be granted leave to attend classes or conferences, meet with mentors or participate in other approved professional growth activities in accordance with the district's leave policy.

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Note: The reader is encouraged to check the index located at the beginning of this section for other pertinent policies and to review administrative procedures and/or forms for related information.

Adopted:

Revised:

Cross Refs: ADF, District Wellness Program

Southwest Livingston Co. R-I School Dist, Ludlow, Missouri

EVALUATION OF SUPPORT STAFF

The superintendent or designee will regularly evaluate the performance of all support staff employees in the district. The primary purpose of the evaluation is to promote the continuous growth of support staff employees in a manner that is aligned with the district's Comprehensive School Improvement Plan (CSIP) and, where applicable, building improvement plans (BIPs) with the goal of contributing to a positive education environment. Results of the evaluation will inform employment and compensation decisions, but may not be the only factor considered.

The procedures and instruments for support staff evaluation will be developed by the superintendent, in consultation with building-level administrators and support staff supervisors, and will include:

1. Multiple ratings used to identify differentiated levels of performance.
2. An analysis of the employee's impact on the education environment.
3. Incorporation of meaningful and timely feedback between the evaluator and the support staff employee.
4. Evaluator training on the proper implementation of the evaluation instrument used by the district.

Evaluation Process

The superintendent may delegate the responsibility for support staff evaluation to other administrators, but the superintendent is ultimately responsible for the performance of all employees. Evaluators will complete a written evaluation on all support staff assigned to them for evaluation. All employees will be given an explanation of their duties and responsibilities and will be provided with guidance by their immediate supervisors in performing them satisfactorily. In addition, all staff members will receive a copy of the applicable evaluation instrument in advance of their evaluation.

Evaluators will assess and monitor growth in the following areas:

1. Job knowledge
2. Quality of work
3. Quantity of work
4. Initiative/Resourcefulness/Creativity
5. Dependability, including attendance and punctuality
6. Cooperation
7. Communication

FILE: GDN
Basic

8. Impact on the education environment
9. Other areas as appropriate for the specific job

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Note: The reader is encouraged to check the index located at the beginning of this section for other pertinent policies and to review administrative procedures and/or forms for related information.

Adopted:

Revised:

Southwest Livingston Co. R-I School Dist, Ludlow, Missouri

RESIGNATION OF SUPPORT STAFF MEMBERS
(Employees Not under Contract)

Support staff members may resign by submitting a written letter of resignation to their immediate supervisor. The letter should specify when the resignation is to be effective and should be submitted at least two weeks prior to the effective date. A resignation is final upon receipt by the supervisor and cannot be withdrawn unless authorized by the supervisor to whom it was submitted. The resignation need not be approved by the Board.

Due Process and Allegations of Sexual Misconduct with a Student

In general, the district does not provide a Board hearing to employees who resign regardless of the reason for the resignation. However, if a district employee is allowed to resign as a result of an allegation of criminal sexual misconduct involving a child, as defined by § 566.083, RSMo., or sexual misconduct as defined in Board policy or as determined by the Children's Division of the Department of Social Services, the district may be legally required to release, or may choose to release, information regarding the allegation to potential employers as detailed in policy GBLB. In these circumstances, the district will provide the employee or former employee a due process hearing when required by law. The superintendent or designee is authorized to consult with the district's attorney to determine the appropriate level of due process, if any, to provide.

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Note: The reader is encouraged to check the index located at the beginning of this section for other pertinent policies and to review administrative procedures and/or forms for related information.

Adopted:

Revised:

Cross Refs: AC, Prohibition against Discrimination, Harassment and Retaliation
JHG, Reporting and Investigating Child Abuse and Neglect

Legal Refs: § 162.068, RSMo.
U.S. Const. amend. XIV

Southwest Livingston Co. R-I School Dist, Ludlow, Missouri

SUSPENSION OF SUPPORT STAFF MEMBERS

The Board delegates to the superintendent the authority to suspend staff members or put them on administrative leave for any legal reason in accordance with district policy and law. An employee will be immediately suspended or put on administrative leave in situations where the superintendent or designee determines that suspension is necessary to prevent disruption to the education environment, protect the safety of the students, appropriately investigate alleged misconduct, or in other circumstances where suspension serves the district's interests.

Definitions

Administrative Leave – Involuntary paid leave, without charge to any annual or sick leave, due to misconduct or investigation of misconduct of an employee.

Suspension – Any involuntary leave, whether paid or unpaid, that is not administrative leave as defined in this policy.

Administrative Leave

The superintendent or designee may place staff members on paid administrative leave. The superintendent's decision will stand approved unless reversed by the Board.

The following process will be followed when an employee is put on administrative leave:

1. Within seven days of placing an employee on administrative leave, the superintendent or designee will provide the employee with written notice of the general reason or reasons for being placed on administrative leave.
2. The superintendent or designee will inform the Board within 30 days after placing an employee on administrative leave of the reason or reasons for the employee's placement on leave. The superintendent or designee will provide an update on the status of the employee at every meeting thereafter.
3. If an employee is not removed from administrative leave within 30 days of being placed on leave, the district will hold a hearing within 60 days of the date the employee was first placed on leave. The hearing and determination may be continued for good cause but may not continue more than 180 days past the date the employee was placed on administrative leave. This hearing requirement does not apply to an employee who is put on paid administrative leave due to misconduct, or an investigation of misconduct, when the district refers such misconduct to a law enforcement agency or another state or federal agency or when the law enforcement agency or other state or federal agency has

FILE: GDPD
Critical

commenced its own investigation of the misconduct for which the employee was placed on administrative leave.

Suspensions

Employees without Contracts

The superintendent may suspend, with or without pay, support staff members who are not under contract. The superintendent shall report any such suspension to the Board of Education. The superintendent's decision will stand approved unless reversed by the Board.

Employees with Contracts

Employees with contracts may be suspended with pay in accordance with law, district policy and the employment contract when applicable.

Employees with contracts may be suspended without pay only after appropriate due process unless the employee consents in writing to a suspension without pay. Prior to suspending an employee without pay during the term of the contract, the district will notify the employee of the charges, give the employee an opportunity to discuss the charges and inform the employee of the opportunity to appeal the suspension to the Board of Education. The employee must request an appeal within ten days of notice of suspension without pay. If the employee appeals, the employee may also be suspended with pay pending the appeal. In general, pay will not be withheld until the Board renders its decision unless an appeal has been waived or the employee consents in writing to a suspension without pay.

Special Circumstances Requiring Suspension or Administrative Leave

Pursuant to state law, any employee who strip searches a student in violation of law will be immediately suspended without pay and may be terminated. Prior to placing an employee with an employment contract on unpaid suspension, the district will notify the employee of the charges, give the employee an opportunity to discuss the charges and inform the employee of the opportunity to appeal the suspension to the Board of Education. If the Board reverses the suspension, the employee will be reimbursed for any pay withheld.

If the district receives information that an employee has allegedly been involved in sexual misconduct with a student or any other child, the district may suspend the employee or place the employee on administrative leave pending an investigation. In accordance with law, the district will suspend or continue a suspension of an employee if the Children's Division (CD) of the Department of Social Services finds that an allegation of sexual misconduct with a student is substantiated, but the district may return the employee to his or her position if the finding is reversed by a court on appeal and becomes final. The district reserves the right to suspend, place

on administrative leave or terminate an employee for any legal reason, including sexual misconduct, regardless of whether another agency or a court substantiates the claim. A hearing will be provided to an employee upon request when required by law.

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Note: The reader is encouraged to check the index located at the beginning of this section for other pertinent policies and to review administrative procedures and/or forms for related information.

Adopted:

Revised:

Cross Refs: AC, Prohibition against Discrimination, Harassment and Retaliation
ILA, Test Integrity and Security
JFCF, Bullying
JFCG, Hazing
JFG, Searches of Students
JHG, Reporting and Investigating Child Abuse/Neglect

Legal Refs: §§ 105.264, 162.068, 167.166, RSMo.
U.S. Const. amend. XIV

Southwest Livingston Co. R-I School Dist, Ludlow, Missouri

NONRENEWAL AND TERMINATION OF SUPPORT STAFF MEMBERS

Employees without Contracts

The superintendent may terminate support staff members who are not under contract. The superintendent shall report any such termination to the Board of Education. The superintendent's decision will stand approved unless reversed by the Board.

Although support staff employees employed without contracts have no contractual right to continued employment from one academic term or year to the next, such employees may reasonably expect continued employment until notified otherwise by the superintendent or designee.

Employees with Contracts

Nonrenewal

Unless otherwise required by law, the district may nonrenew the contracts of support staff by notifying employees prior to entering into a new contract with them that their contract will not be renewed.

Termination

Support staff members employed under contract may be terminated during the term of such contract for violation of Board policies, violation of state law or for any other legal reason. Prior to the termination, the district will notify the employee of the charges and shall give the employee an opportunity to discuss or rebut the charges.

Unless an employee's contract allows for termination for any reason at the end of a notice period, the employee may appeal the termination to the Board by filing a written notice of appeal with the superintendent after receiving the notice of charges and within the time frame specified by the superintendent or designee.

If an appeal is taken, the employee will continue to be paid until the Board renders its decision. If the Board terminates the employee after a hearing, the district may dock any pay it owes the employee back to the date the employee was initially notified of the termination.

Termination Pursuant to Contract Terms

If an employee's contract allows for termination for any reason at the end of a notice period and such notice is given, the employee's contract rights shall expire in accordance with the contract.

FILE: GDPE
Critical

Notice of termination from the superintendent shall be deemed to be notice from the Board of Education and shall be effective for such purpose when given unless later reversed by the Board.

Notification to Retirement Systems

In accordance with law, the district will notify the Public School Retirement System (PSRS), the Public Education Employee Retirement System (PEERS) or any other relevant state retirement system when an employee or former employee is charged with or convicted of any of the following crimes committed in direct connection with or directly related to the employee's or former employee's duties as an employee with the district, when the charge or conviction is a felony:

1. Stealing under § 570.030, RSMo., when the offense involved money, property or services valued at \$5,000 or more;
2. Receiving stolen property under § 570.080, RSMo., as it existed before January 1, 2017, when such offense involved money, property or services valued at \$5,000 or more;
3. Forgery under § 570.090, RSMo.;
4. Counterfeiting under § 570.103, RSMo.;
5. Bribery of a public servant under § 576.010, RSMo.;
6. Acceding to corruption under § 576.020, RSMo.; or
7. Any substantially similar offense under federal law.

Due Process and Allegations of Sexual Misconduct with a Student

If a district employee's contract is not renewed or the employee is terminated as a result of an allegation of criminal sexual misconduct involving a child, as defined by § 566.083, RSMo., or sexual misconduct as defined in Board policy or as determined by the Children's Division of the Department of Social Services, the district may be legally required to release, or may choose to release, information regarding the allegation to potential employers as detailed in policy GBLB. In these circumstances, the district will provide the employee or former employee a due process hearing when required by law if such a hearing was not already provided. The superintendent or designee is authorized to consult with the district's attorney to determine the appropriate level of due process, if any, to provide.

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Note: The reader is encouraged to check the index located at the beginning of this section for other pertinent policies and to review administrative procedures and/or forms for related information.

Adopted:

Revised:

Cross Refs: AC, Prohibition against Discrimination, Harassment and Retaliation
ILA, Test Integrity and Security
JFCF, Bullying
JFCG, Hazing
JHG, Reporting and Investigating Child Abuse and Neglect

Legal Refs: §§ 105.669, 162.068, 167.166, 168.071, RSMo.
U.S. Const. amend. XIV

Southwest Livingston Co. R-I School Dist, Ludlow, Missouri

SECTION H: NEGOTIATIONS

HA Negotiations with Employee Representatives

HH Teacher Negotiating Representatives

NEGOTIATIONS WITH EMPLOYEE REPRESENTATIVES

Definitions

Bargaining Unit – A defined group of employees represented by a union in negotiations for a collectively bargained agreement with the district.

Employee Representative – A union selected by an employee bargaining unit to represent the unit in negotiating a collectively bargained agreement with the district.

Union – An organization, association or professional group created for the benefit of employees. A union may be selected by employees in a bargaining unit to represent the unit to negotiate a collectively bargained agreement with the district, in which case the union becomes an employee representative for the bargaining unit once the union is recognized by the Board.

General

The Southwest Livingston Co. R-I School Dist recognizes the importance of maintaining ongoing positive relations with employees and consulting with employees when making decisions regarding salary and other conditions of employment. If employees request to do so, the district will bargain collectively with representatives of employees, in accordance with law.

The Board and its representatives will engage in respectful negotiations with employee representatives. It is essential that negotiations not disrupt school operations or negatively impact the educational environment. The ultimate goal of all negotiations is to secure the services necessary to deliver excellent education to the district's students in a safe environment based on a sound, realistic budget.

Furthermore, the Board understands that collectively bargained agreements are legally binding and is committed to carrying out the provisions of each agreement. The legal obligation to collectively bargain does not compel either the district or employee representatives to agree to a proposal or to make a concession. Board policy and district procedures will govern in the absence of a binding agreement, when the agreement does not address an issue, or when an agreement expires and a new agreement regarding the issue is not reached.

Scope

The Southwest Livingston Co. R-I School Dist will negotiate salary and other conditions of employment as required by law. All agreements must state a fixed term or duration. The Board will not ratify an agreement that diminishes or compromises management rights or the district's ability to make administrative decisions and educational policy decisions including, but not limited to, curriculum decisions. The Board will not approve an agreement that could cause the

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Board to violate any state or federal law, negatively affect the district's accreditation, or disrupt or weaken the district's educational program.

The Board will not ratify an agreement that includes impasse procedures for resolution by third parties outside the district including, but not limited to, binding arbitration. All agreements must contain a clause that allows the Board to unilaterally modify the agreement in emergency situations such as natural disasters or financial hardships.

Once an agreement is finalized, the agreement is considered inclusive and complete. Once an agreement is entered into, the district may refuse to negotiate any item that is addressed in the existing agreement, or that was discussed during negotiations for the existing agreement, for the term of the agreement.

Employee Representatives

Employees may join unions or other professional groups of their choice. However, the Board will not voluntarily recognize a union as an employee representative or recognize an employee representative in any manner other than by certifying the results of an election held by secret ballot.

The selection of employee representatives will be in accordance with law, including the Public Sector Labor Law when applicable. When there is no applicable law or when an issue is not directly addressed by law, Board policy will govern.

District Negotiation Team

After receiving recommendations from the superintendent or designee, the Board will designate one (1) or more persons to serve as the district bargaining representative during negotiations with employee representatives. Members of the team may include an attorney, professional negotiator, district employee, Board member or other qualified person. The Board may appoint a chairperson to lead the negotiation team. The Board may also appoint a spokesperson to communicate with the Board or to ensure appropriate communication is made to the public.

The negotiation team is empowered to reach a tentative agreement within the parameters established by the Board. Individual Board members shall not negotiate privately with representatives of any employee bargaining unit.

The Board recognizes that effective negotiations may require input from other members of the district or outside resources. Accordingly, the district negotiation team is authorized to consult with administrators, employees and outside consultants.

Preparing for Negotiations

Careful preparation for negotiations is essential to ensure that any agreement reached is consistent with the goals of the district and that the district is financially capable of compliance. The negotiation team will meet with the Board prior to negotiations to develop negotiation goals and objectives and establish parameters for the negotiations. Meetings, records and votes of negotiation preparation will be closed in accordance with law.

Initiation of Negotiations

The employee representative(s) must notify the superintendent or designee in writing of any issues for negotiation no later than December 1 of the school year in which negotiations will occur. The notice must reasonably specify the item(s) the employee representative desires to negotiate and reasonably explain how the suggested change will positively benefit the educational goals of the district. Failure to meet these notice requirements will preclude the issue from negotiation unless both parties agree otherwise.

Negotiation Schedule

Negotiations will begin no earlier than February 1 and will conclude by June 1 of the school year in which negotiations occur. If a tentative agreement is reached, it must be ratified by all parties no later than June 30 to be included in the next fiscal year's budget. If not ratified by that date, the agreement will not begin until the following fiscal year.

Conducting Negotiations

If the Board has recognized multiple representatives of a bargaining unit, negotiations will only take place if agents from each representative union are present.

Negotiation meetings will be scheduled at times that will not interfere with the work duties of the members of the negotiation teams and will be scheduled to be the least disruptive to the normal business of the district. Employees will not be given paid or unpaid leave from their duties to participate in negotiations. Unless otherwise approved by the Board, negotiations will be held in district buildings.

The district negotiation team will determine if the meeting may be closed in accordance with law. The chairperson of the negotiation team or designee will ensure such meetings are appropriately posted and that minutes are kept as required by law. In addition, the chairperson or designee will keep a written record of all proposals, counter-proposals, concessions and draft agreements.

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Contract Ratification

Any tentative agreement reached will be reduced to writing and initialed by the agents of the respective negotiating teams. Agreements will be tentative until approved by the bargaining unit, approved by a majority vote of the whole Board, and signed by the employee representatives and the Board, in accordance with law.

The representative union(s) shall ratify the tentative agreement before it is presented to the Board for ratification. The union is responsible for obtaining consent to the tentative agreement from the bargaining unit and will notify the Board in writing of the decision. If the Board has recognized multiple unions to represent a single bargaining unit, and all unions obtain approval from the employees represented, the agreement will be considered ratified by the employees. However, if the unions disagree as to whether employees have ratified the agreement, all representative unions must submit to the Board in writing a notarized affidavit stating the total number of employees the union represents, the names of the employees the union represents, and the number of employees that the union represents who have approved the agreement. If the combined number of employees approving the agreement is more than half of the employees in the bargaining unit, the agreement will be considered ratified by the district employees in the bargaining unit.

Before presenting the agreement to the Board, the superintendent or designee shall examine the contract thoroughly and prepare a written estimate of the costs to the district under the agreement and the estimated effect the agreement will have on the district's future budget. Once a written tentative agreement has been presented to the Board, the Board may adopt, modify or reject the agreement.

Publication of Agreement

Once an agreement is entered into, it will be posted on the district's website and otherwise distributed to employees and the community as determined by the superintendent or designee.

Application of Agreement

All concerns regarding a violation, misinterpretation or misapplication of the agreement will be resolved in accordance with policy GBM.

Information

The district shall provide employee representatives with information available to the public in accordance with law.

The district will participate in surveys and other data collection efforts designed to assist public school districts in adequately preparing for negotiations with employee groups.

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Note: The reader is encouraged to check the index located at the beginning of this section for other pertinent policies and to review administrative procedures and/or forms for related information.

Adopted:

Revised:

Cross Refs: GBB, Staff Involvement in Decision Making
GBCBA, Employee Walkouts, Strikes and Other Disruptions
GBM, Staff Grievances
GCBA, Professional Staff Salary Schedules
GCBC, Professional Staff Fringe Benefits
GCBDA, Professional Staff Short-Term Leaves
GDBC, Support Staff Fringe Benefits
GDBDA, Support Staff Leaves
KI, Public Solicitations/Advertising in District Facilities

Legal Refs: Mo. Const. art. I, § 29
§§ 105.500 - .530, 162.301, 432.070, RSMo.
Independence - Nat'l Educ. Ass'n v. Independence Sch. Dist., 223 S.W.3d 131
(2007)
U.S. Const. amend. I

Southwest Livingston Co. R-I School Dist, Ludlow, Missouri

TEACHER NEGOTIATING REPRESENTATIVES
(Exclusive Representative)

Unless otherwise governed by law, the Southwest Livingston Co. R-I School Dist will use the following process to recognize a union to represent teachers for collective bargaining purposes. The superintendent or designee is authorized to make additional rules governing the election process as needed.

All employees other than teachers must apply for certification of their employee representative with the State Board of Mediation in accordance with law.

Initial Recognition

The Board will not voluntarily recognize an organization, association, union or professional group (a "union") as the representative for district teachers without a secret ballot election. To request an election to select a union, a district teacher must first submit to the superintendent or designee:

1. A description of the proposed bargaining unit requesting representation. The description will include the general classifications of employees sought to be included and excluded and the approximate number of teachers in the proposed bargaining unit.
2. The name of the union seeking recognition as the exclusive representative and the name, address, e-mail address and telephone numbers of the union's contact person.
3. A petition requesting an election by secret ballot signed by at least 30 percent of the district teachers in the proposed bargaining unit. No signature can be older than six (6) months from the date the petition is submitted to the superintendent or designee. The petition will be submitted in a sealed envelope separate from the other required information and labeled "Petition."

Once the superintendent or designee receives such a request, he or she will post notice of receipt of the request in the same location that notices for Board meetings are posted. The notice will set a date no earlier than 20 business days from the first date of posting for teachers interested in representation by a different union to submit a request as described in the "Other Interested Unions" section of this policy.

The superintendent or designee and the contact person for the union seeking recognition will identify a person mutually acceptable to both the district and the union to review the petition. The person will not be an agent or representative of either the district or the union. The superintendent or designee will provide the designated person a list of names of district teachers meeting the definition of the proposed bargaining unit. The envelope labeled "Petition" will

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remain sealed until the designated person opens it to verify that signatures from at least 30 percent of the teachers in the proposed bargaining unit were obtained. The designated person will not disclose the petition, which employees signed the petition, or the total number of employees who signed the petition to any person unless required by law. The designated person will notify the superintendent or designee whether 30 percent of the signatures were obtained, but will not provide additional information unless required by law.

The superintendent or designee, and the person designated to review the petition, will have 30 business days to verify that the required information is present and to examine the description of the proposed bargaining unit. The superintendent or designee will notify the contact person for the union seeking recognition of any missing information, so that the problem can be corrected immediately.

If the information is complete, the superintendent or designee will submit to the Board a written recommendation on the appropriateness of the bargaining unit description and a list of the district teachers who would belong to the unit, if formed. If the superintendent or designee determines that the description is appropriate and the Board agrees, the Board will set a date for the election to take place.

If the superintendent or designee determines that the proposed bargaining unit is not appropriate, the Board will set a date and time for a public hearing on the issue, unless the district and the union agree that a hearing is not necessary to resolve the dispute. If a hearing is held, the contact person for the union seeking recognition will receive notice of the hearing. The superintendent or designee and the entity seeking recognition will have an opportunity to present witnesses and arguments. The Board will make a determination as to the appropriateness of the description of the proposed bargaining unit within ten (10) business days of the hearing. The Board's decision will be final.

If the description of the proposed bargaining unit is not approved, a district teacher may submit a revised description. The superintendent or designee will provide the designated person a list of names of district teachers meeting the revised definition of the proposed bargaining unit so that the designated person can determine if signatures from at least 30 percent of the teachers in the revised proposed bargaining unit were obtained. If so, the superintendent or designee will submit to the Board a written recommendation on the appropriateness of the proposed bargaining unit, as described above. If the appropriate number of signatures were not obtained, the teacher must resubmit the request for an election as described above.

Other Interested Unions

Once the district has posted notice that a request has been made to select a union or to change union representation, any teacher interested in being represented by a different union may submit a request to the superintendent or designee. The teacher must submit the same information as

required above for initial recognition, except that only ten (10) percent of the teachers need to sign the sealed petition. All information must be submitted to the superintendent or designee no later than the date set in the district's posted notice. The Board will delay setting a date for the election until the information is reviewed by the superintendent or designee and the person designated to review the petition. If the request was submitted before the deadline and at least ten (10) percent of the teachers in the bargaining unit signed the petition, the union will be listed on the ballot.

Conducting the Election for Representation

The Board will approve the ballot language after receiving recommendations from the superintendent or designee and any union that will appear on the ballot. All ballots will include an option where a teacher may vote not to be represented by any union.

The superintendent or designee will provide notice of the election in writing, electronically or otherwise, to all teachers in the proposed bargaining unit. In addition, the superintendent or designee will post notice of the election at the superintendent's office and in all instructional buildings in the district no less than ten (10) business days prior to the election.

The notice shall contain:

1. The date, hours and place of the election.
2. A copy of Board policies and procedures regarding the election of a teacher representative.
3. A description of the proposed bargaining unit.
4. A sample ballot with "Sample" clearly marked on its face.

The election will be held in one (1) or more polling places reasonably convenient to the teachers voting and at times when the teachers in the proposed bargaining unit may vote without leaving their assigned duties. The election will be conducted by secret ballot. The superintendent or designee will appoint one (1) or more district employees or other persons who do not belong to the proposed bargaining unit, or to any union listed on the ballot, to check the names off of a list of all teachers in the proposed bargaining unit, and distribute and collect the ballots.

The superintendent and each union seeking recognition will select observers so that there is one (1) observer representing the district and one (1) observer from each union at each polling place during the election. Any observer may challenge a teacher's eligibility to vote. Challenged ballots shall be folded and placed in a sealed envelope with the name of the voter plainly written on the outside. Challenged ballots will not be considered unless the votes could affect the results

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of the election. If the ballots might affect the results of the election, the challenged ballots will be presented to the Board for a determination.

Ballots will not be tallied until after the posted time for closing the polls, unless all eligible voters have cast their ballots. The ballots will be tallied by the superintendent or designee in the presence of designated observers from the district and the union(s) listed on the ballot. Tallied ballots will be placed in a sealed envelope and saved until all objections are resolved and the Board votes to certify the election results. The tentative results will be recorded in writing and signed by the observers present when the ballots were tallied. The results will remain tentative until the Board votes to certify the results.

Within ten (10) business days after the votes are tallied, any district teacher may file with the Board an objection to the conduct of the election or conduct affecting the results of the election, which shall contain a statement of the reasons for the objection. A copy of the objection will be provided to all members of the Board, as well as the contact person(s) for the union(s) seeking to represent the proposed bargaining unit. The superintendent or designee will investigate all claims.

Unless the district and the persons objecting to or challenging the ballots agree otherwise, the Board will hold a hearing for all objections received and for all challenged ballots if the challenged ballots might impact the election. If a hearing is held, the contact person(s) for the union(s) seeking recognition and the person(s) filing the objection or challenging the ballots will receive notice of the hearing. The superintendent or designee, the person(s) who filed the objection and the person(s) challenging the ballots will have an opportunity to present witnesses and arguments. The Board will make a decision within ten (10) business days of the hearing. The Board's decision will be final.

The final results of the election will be presented to the Board after the time for filing objections has expired or the Board has made a decision on all objections and, if necessary, challenged ballots.

Election Results

A union will become the teacher bargaining representative if it receives a majority of the votes cast, once the Board has voted to certify the election.

An inconclusive election is an election in which the ballot provides for not less than three (3) choices, including at least two (2) unions and an option for no representation, and where no choice received a majority of the ballots cast. When the results of an election are inconclusive, the Board will set a date for a runoff election as described in this policy. Unless otherwise directed by the Board, there will only be one (1) runoff election.

A null election is an election where all choices received an equal number of votes, or where two (2) choices received an equal number of votes and a third choice received a higher, but less-than-majority vote. When this happens, the Board will declare the election a nullity and set another date to run a new election. If the second election results in another nullity, the Board will dismiss the petition and a bargaining unit will not be formed. If the second election results are inconclusive, a runoff election will be held.

Where two (2) or more choices receive an equal number of votes, another receives no votes, and all eligible voters have voted, neither a runoff nor a rerun election will be conducted. The Board will vote to certify the election results. Because there is no winning choice, no change is made in current district practices.

Once a final decision is made regarding representation of a bargaining unit, a petition requesting another election will not be accepted by the Board for a minimum of one (1) year after the Board voted to certify the results of the previous election.

Runoff Elections

The ballot in the runoff election shall provide for a selection among two (2) or more choices receiving the largest number of votes in the last election, the sum of whose votes aggregate at least one (1) more than half of the total votes cast. After voting to certify the first election, the Board will set a date for the runoff election. The election will follow the notice and election process detailed in this policy. All teachers in the bargaining unit may vote in the runoff election.

Changing Representation

Any teacher in the bargaining unit may request to change the representative of the bargaining unit. The Board will not accept such a petition until a minimum of one (1) year after the Board voted to certify the results of the previous election. A district teacher must submit to the superintendent or designee:

1. The bargaining unit for which representative change is sought.
2. The name of the union seeking recognition as the exclusive representative and the name, address, e-mail address and telephone numbers of the union's contact person.
3. A petition requesting an election by secret ballot signed by at least 30 percent of the district teachers in the bargaining unit. No signature can be older than six (6) months from the date the petition is submitted to the superintendent or designee. The petition will be submitted in a sealed envelope separate from the other required information and labeled "Petition."

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Once the superintendent or designee receives such a request, he or she will post notice of receipt of the request in the same location that notices for Board meetings are posted. The notice will set a date no earlier than 20 business days from the first date of posting for teachers interested in representation by a different union to submit a request, as detailed in the "Other Interested Unions" section of this policy.

The superintendent or designee and the contact person(s) for the union(s) seeking recognition will identify a person mutually acceptable to the district and the union(s) to review the petition. The person will not be an agent or representative of either the district or the union(s). The superintendent or designee will provide the designated person the names of district teachers in the existing bargaining unit. The envelope labeled "Petition" will remain sealed until the person designated opens it to verify that signatures from at least 30 percent of the teachers in the bargaining unit were obtained. The designated person will not disclose the petition, which employees signed the petition, or the number of employees who signed the petition to any person unless required by law. The designated person will notify the superintendent or designee whether 30 percent of the signatures were obtained, but will not provide additional information unless required by law.

The superintendent or designee and the person designated to review the petition will have 30 business days to verify that the required information is present. If the information is complete, the Board will set a date for the election to take place.

The ballot will include the existing union, the union(s) challenging representation, and an option for a teacher to vote for no union representation. The election will be conducted in accordance with the process detailed in this policy.

Election Expenses

All actual expenses of the election will be divided between the district and the union(s) seeking to represent the district teachers. "Actual expenses" include the additional costs incurred in running the election, such as the printing costs for notices and ballots, the costs of renting machinery, the costs incurred in providing poll workers other than observers and the costs incurred in providing necessary security at the election, as determined by the district. The district may require the union(s) to pay the district the union's proportional share prior to incurring costs.

Note: The reader is encouraged to check the index located at the beginning of this section for other pertinent policies and to review administrative procedures and/or forms for related information.

Adopted:

Revised:

Cross Refs: GBCBA, Employee Walkouts, Strikes and Other Disruptions

Legal Refs: Mo. Const. art. I, § 29

§§ 105.500 - .530, RSMo.

Independence - Nat'l Educ. Ass'n v. Independence Sch. Dist., 223 S.W.3d 131
(2007)

U.S. Const. amend. I

Southwest Livingston Co. R-I School Dist, Ludlow, Missouri

EMPLOYEE WALKOUTS, STRIKES AND OTHER DISRUPTIONS

The Board is committed to peacefully resolving labor issues, but will not hesitate to act if district operations or the student learning environment are disrupted. No employee shall engage in any strike, walkout, work slowdown, stoppage or interruption of work, work-to-rule, boycott, refusal to cross any picket line, sit-down, picketing, sick-out or any other practice that disrupts the school environment or district operations. This prohibition includes sympathy strikes or other disruptive actions taken in support of a different bargaining unit in the district or elsewhere.

In the event of a disruption, the superintendent or designee is authorized to contact an attorney to seek court intervention, compensation or any other recourse in accordance with law. Any employee participating in disruptive acts will be deemed to have engaged in a serious violation of Board policy, will be considered excessively and unreasonably absent from duties, and may be terminated or otherwise disciplined. The Board may also seek revocation of an employee's license(s). Employees will not be disciplined for actions protected by law.

During a strike, work stoppage or other disruption of the district, all employees are prohibited from using paid or unpaid leave unless the leave is required by law or unless the employee provides evidence satisfactory to the district of the need for the leave. The Board also reserves the right to revoke previously approved vacation leave, personal leave or other optional leaves.

The superintendent or designee is directed to develop an emergency plan to be used in the event of a strike, work stoppage or other disruption to the educational environment. The superintendent or designee may reassign employees as necessary to keep schools operating and may hire replacement employees in accordance with law. If necessary, the superintendent may close schools with the understanding that all educational facilities will be reopened as soon as practical.

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Note: The reader is encouraged to check the index located at the beginning of this section for other pertinent policies and to review administrative procedures and/or forms for related information.

Adopted:

Revised:

Cross Refs: GBCB, Staff Conduct
GBCBC, Staff Absences and Tardiness
GCBDA, Professional Staff Short-Term Leaves
GCPE, Termination of Professional Staff Members

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GDBDA, Support Staff Leaves
GDPE, Nonrenewal and Termination of Support Staff Members

Legal Refs: Mo. Const. art. I, § 29
§§ 105.500 - .530, 168.114, .116, RSMo.
Independence - Nat'l Educ. Ass'n v. Independence Sch. Dist., 223 S.W.3d 131
(2007)
Willis v. School Dist. of Kansas City, 606 S.W.2d 189 (Mo. Ct. App. 1980)
U.S. Const. amend. I

Southwest Livingston Co. R-I School Dist, Ludlow, Missouri