

PERSONNEL SERVICES

**Regulation 4120
(Form 4120)**

Employment

Employment Procedures

Certificated Staff

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

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

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

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

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

Support Staff

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

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

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

Immigration Reform and Control Act

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

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

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

PERSONNEL SERVICES

Regulation 4130
(Form 4130)

Employment

Certificated Staff Contracts

Probationary

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

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

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

Permanent

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

Administrative

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

Personnel Assignments and Transfer

Certificated Staff Duties, Schedule and Work Hours

Normal Working Day

Members of the teaching staff are required to be on duty thirty (30) minutes before the beginning and thirty (30) minutes after the close of the students' day.

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

Snow/Emergency Days

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

Duty Free Lunch

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

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

Personnel Assignments and Transfer

Educational Support Staff Duties, Schedule and Working Hours

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

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

Overtime - Compensatory Time

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

Individuals who work more than forty (40) hours during any workweek will be awarded overtime (1½) or compensatory time off ("comp time"). Comp time will be awarded at the rate of one and one-half hours for each hour of overtime worked. Overtime hours accrued as a result of working due to outside agencies such as gym rental or banquet may not be used as comp time.

1. Comp time may be accrued up to forty and ½ (40.5) hours (27 overtime hours). Overtime work will be monetarily compensated at the rate of one and one-half (1-1/2) times the individual's normal hourly rate of pay.
2. Every effort will be made to permit the use of comp time at the earliest time mutually agreed upon by the individual and his/her supervisor. However, where the individual's absence would unduly disrupt the District's operations, the District retains the right to postpone comp time usage.
3. Individuals with unused comp time who are terminated or who terminate their employment will be paid for unused comp time at one and one-half (1 -1/2) times their final hourly rate of pay.

In the event a principal, director, coordinator, or assistant superintendent wishes to arrange mutually agreeable exchange of a workday (i.e., a weekend, or work on a holiday period day), such an arrangement must be reported to the Personnel Administrator stating:

1. Dates involved.
2. Reason.

3. Exchange date(s) for compensatory time.

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

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

Emergency Closing Days

In the event the schools, or at times a school, are closed due to snow, inclement weather, or for any other emergency reason, the following personnel are expected to report for work:

1. Administrators
2. Central Office staff and 12 month support staff members
3. Maintenance and custodial personnel, as directed

In the event schools and offices are closed due to snow, inclement weather, or for any other emergency reason, only those maintenance and custodial personnel directed to do so are to report for work.

Absences, Leave and Vacation

Personnel Leave

Paid Sick Leave

Sick leave may only be used for illness of the staff member or the staff member's immediate family. Immediate family is defined as spouse, parent, grandparent, child, sibling, daughter or son-in-law, grandchild, of an employee or employee's spouse or non-family residing within the staff member's home. The Superintendent/designee may request a physician's statement regarding an absence and/or verification that the employee may return to work.

Personal Leave

Paid personal leave days may only be used for personal business that cannot be transacted in non-work hours. Personal leave days cannot be used for work stoppages, vacation or recreation use. Employees desiring to use personal days must submit a request to the faculty principal at least two days in advance. The Superintendent/ designee has the right to deny any request for personal leave that does not conform to the policy or would cause a hardship to students or staff. Employees may use up to two (2) personal days each year, which are non-cumulative and are deducted from the employee's current year's allocation of sick leave.

Bereavement Leave

A maximum of two (2) days may be used in the event of a death of immediate family for bereavement purposes. If more than two (2) days are needed, use of these days will be charged to personal leave and if insufficient personal leave or sick leave for up to an additional three (3) days. Bereavement leave is available only upon the death of a member of the employee's immediate family, as that term is defined in the sick leave regulation. For the purposes of Bereavement leave, an uncle, aunt, niece or nephew of the employee or spouse will be considered immediate family as well. Bereavement leave is not accumulative.

Leave for Jury Duty

Employees called for jury duty or subpoenaed to testify in a civil or criminal proceeding will be granted leave apart from personal leave. Employees will receive their normal pay less any jury or witness fees received.

Military Leave

An employee who is a member of the National Guard, or an organized military service of the United States, and who is required by laws of the United States or the State of

Missouri to report for a training period, shall be eligible for a grant of military leave for training purposes.

Application for Military Leave for training purposes shall be made in advance, immediately upon receipt by the employee of official notice to report from the appropriate military authorities. A copy of the official orders must accompany the application for leave which must be approved by the Superintendent/designee. When possible military leave for employees shall be arranged during nonduty periods. The Superintendent/designee may request a change in military orders when it seems to be in the best interest of the school system. Emergency mobilization orders shall be dealt with on an individual basis.

The pay status of the employee on military leave for training purposes shall be Leave With Pay. The employee's salary received from the District shall be reduced by a figure equivalent to the gross salary received from the State of Missouri or the Federal government for the period of the military leave for training purposes. In no event, however, shall any employee be paid under this provision an amount in excess of the total salary he/she would have earned had he/she been fulfilling his/her regular assignment with the District.

It is the responsibility of each employee to furnish the Superintendent/designee within thirty (30) days of his/her return to his/her regular assignment, a copy of his/her payroll voucher for military training purposes so that the necessary salary adjustments can be made.

Leave of Absence

Upon the recommendation of the Superintendent/designee and the approval of the Board, an employee of the District may be granted a leave of absence for Non-Family and Medical Leave Act (FMLA) childcare, education, or other good cause. Such leave is renewable upon written request for one additional year only. Application for leave is to be made in writing to the Superintendent/designee via Principal/supervisor and must include the period for which the leave is requested and the reasons for the request. The period should be set to least disrupt the education of students. Requests for leave for an entire school year should normally be made in writing before March 1 of the preceding year.

If the Board approves leave, the employee is not paid for the period of the leave. The employee may continue insurance benefits by making all payments to the Payroll Office, one month in advance.

Whenever the Board to the end of the school year has granted a leave of absence, the employee must notify the Superintendent in writing by the first day of March of an

intention to resume his/her position at the beginning of the next school year. Failure to notify the Superintendent/designee of such intention will be regarded as a resignation.

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

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

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

PERSONNEL SERVICES

Regulation 4321
(Form 4321)

Absences, Leave and Vacation

Family and Medical Leave

ELIGIBLE EMPLOYEES

Employees eligible for family and medical leave must:

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

QUALIFYING REASONS FOR LEAVE

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

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

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

DEFINITIONS

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

family member does not receive treatment from a health care provider during the absence). A chronic serious health condition is one which:

1. Requires periodic visits for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider;
 2. Continues over an extended period of time (including recurring episodes of a single underlying condition);
 3. May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.).
- iv. *Permanent or Long-Term Conditions:* A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider. Examples include Alzheimer's, a severe stroke, or the terminal stages of a disease.
- v. *Multiple Treatments:* Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), kidney disease (dialysis).
- c. **Exceptions:** Unless complications develop, a Serious Health Condition **does not** include cosmetic treatments, such as most treatments for acne or plastic surgery, the common cold, the flu, ear aches, upset stomach, minor ulcers, headaches other than migraine, routine dental or orthodontia problems, periodontal disease, etc. Treatment for substance abuse by a health care provider or on referral by a health care provider may be a serious health condition if the conditions of this policy are met. Absence due to use of the substance, rather than for treatment, does not qualify for FMLA leave.

2. Treatment - examinations to determine if a serious health condition exists and evaluations of the condition. "Treatment" does not include routine physical, eye, or dental examinations.
3. Health Care Provider - includes doctors of medicine or osteopathy, podiatrists, dentists, clinical psychologists, optometrists, chiropractors (for limited purposes), nurse practitioners, nurse-midwives, clinical social workers, so long as they are licensed (if required by state law) and are performing within the scope of their practice as defined under state law; Christian Science practitioners listed with the First Church of Christ, Scientist, Boston, Massachusetts; any health care provider from whom an employer or a group health plan's benefit manager will accept certification to substantiate a claim for benefits; a health care provider as defined above who practices in a country other than the United States and is licensed in accordance with the laws of that country.
4. Regimen of continuing treatment - A course of prescription medication or therapy requiring special equipment to resolve or alleviate the health condition. A "regimen of continuing treatment" that includes the taking of over-the-counter medications such as aspirins, antihistamines, or salves, or bed rest, drinking fluids, exercise, and other similar activities that can be initiated without a visit to a health care provider, is not, by itself, sufficient to constitute a regimen of continuing treatment for purposes of FMLA leave.
5. Qualifying Exigency – One of the following activities or conditions, occurring while the employee's spouse, son, daughter, or parent is on active duty or call to active duty status in the National Guard or Reserves:
 - a. Short-notice deployment - notice is received seven days or less from date of deployment;
 - b. Military events and related activities;
 - c. Childcare and school activities - arranging for alternatives or changed circumstances;
 - d. Financial and legal arrangements;
 - e. Counseling;
 - f. Rest and recuperation – during period of deployment;
 - g. Post-deployment activities; and
 - h. Additional activities agreed upon by the employer and employee.
6. Covered Servicemembers – Any **current** member of the Armed Forces, including the National Guard or Reserves.

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

LENGTH OF LEAVE

1. General Rule: An eligible employee is entitled to up to twelve (12) workweeks of unpaid leave within a twelve-month period without loss of seniority or benefits. When both spouses in a family work for the District, they will be entitled to a total of twelve (12) weeks of unpaid leave (rather than 12 weeks each) for the birth, adoption, or foster placement of a child, or to care for a parent with a serious health condition.
 - The amount of leave available to an employee at any given time will be calculated by using a “rolling” 12 month period measured backward from the date an employee uses any FMLA leave.
 - All leave taken under the policy and leave for any other reason that would qualify under FMLA (e.g., worker's compensation leave that qualifies as a serious health condition), will be counted against the employee's leave entitlement under FMLA.
 - When an employee is not required to report for work for one or more weeks (e.g., instructional employees who do not report for work during Christmas/New Year holiday, or during the summer), such days will not count against the employee's FMLA leave.
2. Care of Covered Servicemembers Leave: An eligible employee is entitled to 26 workweeks of leave to care for a covered servicemember with a serious injury or illness during a single twelve-month period, which begins on the first day the eligible employee requests this type of FMLA leave. The employee may take leave to care for a covered servicemember and leave for one of the other FMLA-qualifying reasons; however, in no event may an employee take more than 26 weeks of leave in a single twelve-month period.
3. Instructional Employees - End of Term Exceptions:

- a. If an instructional employee seeks leave for any purpose, including the employee's own serious health condition, of at least three (3) weeks in duration and the requested leave would begin more than five (5) weeks prior to the end of the academic term (school semester), the District may require the employee to continue taking leave until the end of the school term, if the instructional staff member's return to employment would otherwise occur during the three (3) week period before the end of such term.
 - b. If the instructional employee seeks leave for any purpose other than the employee's own serious health condition, less than five (5) weeks prior to the end of the academic term, the District may require the staff member to continue taking leave to the end of the term, if the leave is greater than two (2) weeks in duration and the return to employment would occur within two (2) weeks prior to the end of the term.
 - c. If the instructional employee takes leave for any purpose other than the employee's own serious health condition, within three (3) weeks prior to the end of the term, and duration of the leave is greater than five (5) days, the District may require the staff member to continue the leave until the end of the term.
- When an employee is required to take leave until the end of an academic term, only the period of leave until the employee is ready and able to return to work shall be charged against the employee's FMLA leave entitlement.

COORDINATION WITH EXISTING LEAVE POLICIES

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

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

At the conclusion of any FMLA leave, an employee may elect to extend leave pursuant to the provision of other Board policies and regulations governing extended leave, so long as the employee is eligible for extended leave under such other policy or regulation. The amount of time taken for FMLA leave will be deducted from the period of leave available under other extended leave policies. Once the FMLA portion of the

employee's leave has ended, and the employee has elected to continue on leave pursuant to another Board policy or regulation, the remaining portion of the leave will be governed by the provisions of the other policy or regulation with respect to compensation, benefits, reinstatement, and all other terms and conditions of employment as set forth in the other policy or regulation.

CERTIFICATION

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

1. **Serious Health Condition** – When an employee requests a leave of absence for a FMLA-qualifying reason, the employee must submit to the Superintendent/designee, a written medical certification form (available in the Superintendent/designee's office). When the leave is for the employee's own serious health condition and District provides a list of the employee's essential job functions, the employee's health care provider must certify the employee is unable to perform an essential function of the employee's job.
 - a. **Timing** – Upon receipt from the District, an employee has fifteen calendar days to return a complete and sufficient certification of the serious health condition. If the certification is incomplete or insufficient, as determined by the Superintendent/designee, the District shall state in writing the nature of the deficiency and grant the employee seven additional calendar days to provide the District with a complete and sufficient certification. Failure to provide such certification within the specified time period may result in denial or delay of leave.
 - b. **Who May Contact Health Care Provider** – In the event the District determines an employee's certification remains either incomplete or insufficient, after the employee has been notified of any deficiencies and been granted time to correct such deficiencies, the following individuals will be authorized to contact the employee's health care provider:
 - i. The District's own health care provider;
 - ii. Human resources professional;
 - iii. Leave administrator; or
 - iv. Administration official.

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

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

above. The process for any such certification shall adhere to the procedure outlined for serious health conditions, listed above.

3. Care for Covered Servicemembers – The District may require certification completed by the covered servicemember's health care provider prior to permitting an employee to use FMLA for the care of a covered servicemember. In addition to certifying the authenticity of the covered servicemember's serious injury or illness, any certification must also identify the injury or illness as occurring in the line of duty while on active duty. The process for any such certification shall adhere to the procedure outlined for serious health conditions, listed above.
4. Possibility of Waiver of Certification – The District, at its sole discretion, may waive the certification requirements set forth in this Regulation, as the circumstances of each FMLA-leave request may permit. Under no circumstances shall the District's exercise of its discretion be interpreted or construed as a permanent waiver of the certification requirements, but such requirements shall remain in full force and effect unless and until the District specifically modifies or eliminates this Regulation.

INTERMITTENT OR REDUCED LEAVE

1. Birth or Placement - Leave taken under this policy for the birth of a child, the placement of a child for adoption or foster care, or to care for such child may be taken on an intermittent or reduced work schedule only with the approval of the Board of Education.
2. Non-Instructional Employees – FMLA leave, other than birth or placement of a child, may be taken on an intermittent or reduced-schedule basis when medically necessary. If an employee seeks leave on an intermittent or reduced-schedule basis, the employee must submit medical certification, as discussed above, and additional certification from a health care provider, that the intermittent or reduced-schedule leave is medically necessary.
 - The District may require an employee taking intermittent or reduced-schedule leave to transfer temporarily to an alternative available position for which the employee is qualified or may modify the employee's current position to better accommodate the employee's recurring periods of leave.
 - Whenever the need for the FMLA leave is reasonably foreseeable, the employee must make a reasonable effort to schedule the treatment so that it is not unduly disruptive to District operations.

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

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

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

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

INSURANCE PREMIUMS

During an employee's family or medical leave of absence, the District will continue to provide health, life, vision, and dental insurance coverage for employees who are eligible for insurance benefits. Voluntary deductions (employee contributions) for (dependent) insurance for health/life/vision/dental (and employee disability and/or supplemental life insurance) must be paid in full each month and received by the twenty-fifth (25th) day of the month. Payments are to be submitted to the insurance office. Failure to make payments in a timely manner while on FMLA leave may result in the loss of any and all insurance coverage provided by the District to its employees. Employees should contact the District administrator responsible for coordinating insurance benefits regarding specific arrangements for making the required payments.

JOB RESTORATION

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

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

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

NOTIFICATION

1. District Notification Procedure – The District shall provide its employees with notice of their rights and responsibilities under the FMLA through use of the following Notices:
 - a. **General Notice** – A poster summarizing the FMLA entitlements shall be placed in an area accessible for employees and shall also be provided to each employee in the employee handbook.
 - b. **Eligibility Notice** – This Notice shall state whether the employee qualifies to take FMLA leave.
 - c. **Rights and Responsibilities Notice** – This Notice, issued in conjunction with the Eligibility Notice, will specify if a certification will be required from the employee, identify if paid leave will run together with the FMLA leave, address the procedure for making health insurance payments, the consequences of failing to make timely payments, and the employee's liability for repayment of health insurance premiums if the employee fails to return to work at the expiration of their FMLA leave. Finally, this Notice will explain the employee's right to return to the same or an equivalent job at the expiration of their FMLA leave. Both the Eligibility and Rights and Responsibilities Notices will be provided to all employees within five business days of when the District becomes aware of a potential FMLA situation.
 - d. **Designation Notice** – Within five business days of the District's receipt of sufficient information from the employee to make a determination, the District shall provide the employee with the Designation Notice, which

shall inform the employee if the leave shall be designated as FMLA leave. This Notice will designate the amount of leave counted against the employee's entitlement, specify if the FMLA leave will run concurrently with any accrued paid leave, and notify the employee if a fitness-for-duty exam will be required prior to returning to work.

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

ADDITIONAL FMLA INFORMATION

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

Professional Activities, Training and Professional Growth

Professional Development Committee

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

Professional Development Committee

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

Committee Composition

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

New Teacher Assistance Program

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

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

Professional Activities, Training and Professional Growth

Conferences and Travel

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

1. Employees request up to two (2) professional leave days each school year. Professional leave beyond the two (2) may be granted for special district programs such as MAP training.
2. Notice for professional leave (2 days allowed) must be submitted to the building principal a minimum of 10 workdays in advance of the date. Principals may request that teachers provide inservice or feedback to staff. Contracted days may be used with approval of the administration. Teachers who are requested by the administration to represent the district may exceed the two-day (2) limit with approval of the superintendent.
3. The District will only pay membership registration fees, with nonmembers being reimbursed only for member fees.
4. Normally, no more than two persons from each school will attend conferences, depending upon available funding.
5. For major conferences held locally (reading, math, curriculum and instruction, etc.), normally only two (2) days of release time should be approved in order to permit attendance by as many teachers as possible.
6. The equitable allocation of travel funds to schools and offices will be the responsibility of the Superintendent/designee.
7. Conference requests need to have an invitation or pamphlet attached for verification of activity and a brief rationale for the request.
8. Conference attendees will not be paid unless a "report of conference" and verification of expenses are submitted.
9. Request to attend professional conferences in order to sell items or man booths for professional organizations will not be approved.
10. Employees must state on application whether or not the sponsoring organization is

paying the conference attendee any "honorarium" or travel expenses. An employee receiving an honorarium must use a vacation or personal leave day. Otherwise, the honorarium must be remitted to the District.

11. After an employee's resignation is submitted, no professional days will be granted.

Action

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

PERSONNEL SERVICES

Regulation 4540

Compensation

Group Insurance Benefits

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

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

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

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

Group insurance benefits are made available to full-time personnel, or part time personnel working twenty (20) or more regularly scheduled hours per week as defined by the District and/or the insurance provider.

Separation

Nonrenewal/Termination: Probationary Teacher

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

Nonrenewal

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

Termination of Employment During the Term of a Contract

1. If, in the opinion of the Board of Education, a probationary teacher is performing his/her professional duties in an incompetent or insubordinate manner, the Board of Education/Superintendent will provide the teacher with a written statement setting out the deficiencies in the probationary teacher's performance and will provide the teacher with a ninety (90) day probationary period within which to resolve the deficiencies.
2. If improvement, satisfactory to the Board of Education, has not been made during the 90-day probationary period, the Board of Education may terminate the employment of a probationary teacher. Prior to consideration of termination, the Board/Superintendent will provide the probationary teacher with a written Statement of Charges and Notice of Hearing. Upon request, the Board will conduct a due process hearing to consider termination.

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

Separation

Termination of Contract: Permanent Teacher

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

Termination for Incompetency, Insubordination and Inefficiency

1. Permanent teachers considered for possible termination for incompetency, insubordination, and inefficiency will be provided with a notice of performance deficiencies and an opportunity to resolve the noted deficiencies. The notice of deficiencies will advise the teachers of the specific performance concerns which if not resolved may result in dismissal charges being filed. At the time of notice of deficiency is issued, the District administrator will be appointed to work with the teacher to assist in remediation.
2. The period of remediation will extend for a period of not less than thirty (30) days. In individual cases the period of remediation may be set for a period of time in excess of thirty (30) days. However, even where the remediation period is set for longer than thirty (30) days, if satisfactory improvement is not made, the remediation period may be terminated at any time after expiration of thirty (30) days. A meeting will be conducted between the teacher and designated administrator at the beginning of the period of remediation. The purpose of this meeting will be to review the notice of deficiency and to discuss the procedures to be utilized during the remediation period.
3. If any of the previously noted deficiencies have not been resolved by the end of the period of remediation, the Board or the Superintendent may authorize issuance of a Statement of Charges and a Notice of Hearing. The Statement of Charges will list the incidences of deficient performance that occurred during the period of remediation. The Notice of Hearing will well advise the teacher of the proposed date of hearing. However, if the teacher does not request a hearing, the Board may note to terminate the teacher's contract without a hearing. If requested by the teacher, a hearing before the Board will be held no sooner than twenty (20) days nor later than thirty (30) days after receipt of the Statement of Charges.

Termination for the Remaining Statutory Causes

1. In cases other than incompetency, insubordination or inefficiency, there will be

no notice of deficiencies and no period of remediation. These procedures are not followed due to the gravity of the charges.

2. A Statement of Charges and a Notice of Hearing initiate the dismissal process for cause under this subsection. The Statement of Charges will provide the teacher with the alleged acts of misconduct, which, if proven, may result in termination. The Notice of Hearing will advise the teacher of the proposed date of hearing. However, if the teacher does not request a hearing, the Board may note to terminate the teacher's contract without a hearing. If requested by the teacher, a hearing will be held no sooner than twenty (20) days no later than thirty (30) days after receipt of the Statement of Charges.

Separation

Reduction In Force: Certificated Staff

Procedures

1. The Board and the Superintendent acting to maintain the highest quality education program will determine which positions need to be reduced or eliminated. In making this decision, the focus will be on the position and not upon the person filling the position.
2. Once it has been determined which positions are to be reduced or eliminated, the identity of the teacher to be placed on involuntary leave of absence will be decided. In identifying teachers, the following rules will be applied:
 - a. Probationary teachers will be the first teachers to be placed on leave within each area of specialization to be reduced. The selection of a specific probationary teacher will be made in the best interests of the instructional program.
 - b. If no probationary teachers, or an insufficient number of probationary teachers, are employed in the area to be reduced, permanent teachers will be considered for placement on involuntary leave. Permanent teachers will be selected on the basis of performance-based evaluations and seniority. However, seniority will not be controlling unless the performance-based evaluations are equal. In comparing the performance-based evaluations of permanent teachers, each teacher's three most recent summative evaluations will be considered.
 - c. In no case will a permanent teacher be placed on a leave of absence while probationary teachers are retained in positions for which the permanent teacher is qualified.

Reinstatement

1. Permanent teachers will be recalled in the inverse order of their placement on leave of absence the last laid off, first recalled.
2. The District will not employ new teachers while there are District teachers on leave under this regulation who are properly qualified to fill such positions.

3. Probationary teachers will be recalled in the order best determined by the Board based upon the instructional needs of the students.
4. Failure to report to duty on the reinstatement date, without Board approval, will constitute a breach of contract and will terminate the employment of the teacher.
5. Leaves of absence under this regulation will continue for a period of up to three (3) years unless extended by the Board. If a teacher has not been recalled during this period, the teacher's employment will automatically terminate.

Additional Consideration

1. The tenure status of teachers placed on leave under this regulation will not be impaired because of such leave.
2. Teachers placed on leave under this regulation may engage in teaching or another occupation during such leave.

Due Process

1. Permanent teachers will be given a written statement of the reasons for the selection for involuntary leave under this regulation.
2. Upon request, the permanent teacher will also be provided with the following:
 - a. Description of the procedure used to implement the reduction in force.
 - b. The information relied upon by the Board and the administration in making reduction in force decisions.
3. Permanent teachers, upon written request, will also be provided with an opportunity to appear before the Board and to convince the Board that they were erroneously selected for involuntary leave under this regulation.

Separation

Reduction in Force: Support Staff

1. Educational Support Personnel placed on unrequested leave of absence because of a reduction-in-force (RIF) shall receive consideration for other District jobs for which they qualify. The unrequested leave of absence shall extend for a period of one (1) year.
2. Each support person while on unrequested leave shall keep the Personnel Office informed, in writing, of his/her current address and telephone number.
3. During the leave period the employee shall retain his/her seniority and accumulated sick leave for consideration and use upon recall.

PERSONNEL SERVICES

Regulation 4810
(Form 4810)

Staff Welfare

Sexual Harassment/Title IX

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

DEFINITION OF SEXUAL HARASSMENT

In Employment

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

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

Under Title IX (applies to students and employees)

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

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

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

EXAMPLES OF SEXUAL HARASSMENT

Unwelcome Sexual Advances

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

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

Unwelcome Verbal Conduct of a Sexual Nature

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

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

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

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

Unwelcome Physical Conduct of a Sexual Nature

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

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

Conduct Toward Students

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

1. Unwanted sexual behavior, such as touching, oral comments, sexual name calling, spreading sexual rumors, jokes, pictures, leers, overly personal conversation, cornering or blocking a student's movement, pulling at clothes, students "making out" on school premises.
2. A student in a predominantly single-gender class who is subjected to sexual remarks by a teacher or students who regard the comments as joking and part of the usual class environment.

3. Interfering with a student's achievement in a predominantly or historically single-gender class by hiding tools or equipment, questioning the student's ability to handle the work, or suggesting that the student is "abnormal" for enrolling in the class.
4. Purposefully limiting or denying students access to educational resources because of their gender.
5. Teasing a student about the student's enrollment in a predominantly or historically single-gender class.

Nature of Sexual Harassment

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

1. Student to student.
2. Staff to student.
3. Student to staff.
4. Male to male.
5. Female to female.
6. Male to female.
7. Female to male.

INVESTIGATION OF SEXUAL HARASSMENT COMPLAINTS

Complaints Involving Employees

1. If an employee believes that he/she is being sexually harassed, the employee is encouraged to bring the concern to the attention of the employee's supervisor.
2. If the employee feels that such contact with the supervisor would be inappropriate, if the situation is not satisfactorily resolved by the supervisor, or if the employee simply feels more comfortable speaking with someone other than the supervisor, the employee should contact the Title IX compliance coordinator for the School District.

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

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

ENFORCEMENT

Employees

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

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

Students

Each building administrator is responsible for maintaining an educational and work environment free from sexual harassment. In accordance with that responsibility, each

building administrator, or his/her designee, shall take appropriate actions to enforce the School District's sexual harassment policy, including but not limited to the following:

1. All vulgar or sexually offensive graffiti shall be removed from the premises.
2. The building administrator shall provide an inservice training regarding sexual harassment (including sexual harassment involving students) to all staff by the end of the first full calendar week of school.
3. Student instruction regarding sexual harassment shall be provided annually by the end of September to all students in grades six through twelve. Age appropriate instruction will also be presented to pre-kindergarten through fifth grade students.
4. All homeroom teachers shall discuss this policy with their students within one month after its adoption by the Board and during the first week of the school year thereafter. Written copies of the policy shall be given to each student in grades six through twelve (and in lower grades as may be appropriate) as part of these discussions. Discussion shall be conducted in an age appropriate manner and should assure students they need not tolerate any form of sexual harassment.
5. All teachers, counselors, and administrators shall instruct students on the procedures for reporting sexual harassment within the educational setting on an as needed basis.
6. The building administrator shall take prompt action to investigate all complaints of sexual harassment.
7. The building administrator shall take appropriate disciplinary action, as needed.

NOTIFICATIONS

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

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

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

DISCIPLINE/CONSEQUENCES

Complaints Involving Employees

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

Complaints Involving Students

1. Any student who engages in the sexual harassment while on school property or while participating in school activities, will be subject to disciplinary action, up to and including expulsion.

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

**TITLE IX GRIEVANCE PROCEDURE
(Sexual Harassment)**

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

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

Level 2: Title IX Coordinator

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

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

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

6. The Coordinator's conclusion as to whether the allegations in the grievance are meritorious.

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

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

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

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

Level 3: The Board of Education

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

Other Options for Grievant

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

Staff Welfare

Employees with Communicable Diseases

1. If an employee has, or has been exposed to an infectious or contagious disease or is reasonably believed to have an infectious or contagious disease the following guidelines apply:
2. The employee may be required to undergo a medical examination at District's cost by a physician of the District's choosing.
3. While a determination is made concerning the status of an employee, that employee may be placed on a paid leave of absence. Except in unusual circumstances such leaves will not exceed ten (10) days.
4. If the employee is determined to be infectious or contagious, he/she will be required to take such leave as provided by Board policy until it is medically determined that the employee is no longer able to transmit the disease.
5. Where a question exists concerning an employee's status, a Review Team comprised of the employee's physician will complete an individual assessment of the employee, a school nurse, a physician selected by the District, a county health official, the Superintendent and the employee's supervisor. Other individuals may be included, as is reasonably necessary and as designated by the Superintendent.
6. The review team will consider all available medical evidence and will determine the employee's medical condition, the employee's ability to return to work and whether the employee's infectious status requires any restrictions on the employee's work assignment. Normally the team will be convened within seventy two (72) hours of notice of the employee's contagious status. The employee's status will be reviewed thereafter as appropriate.
7. The written determination of the Review Team is subject to an appeal to the Board of Education where determination shall be final.

Staff Welfare

Board/Staff Communications

Staff Communications to the Board

Communication to the Board from District employees concerning personnel matters or personal complaints shall be filed in writing with the Superintendent. However, this procedure will not be construed as denying the right of any employee to appeal to the Board (regarding alleged misapplication of policy or administrative decisions) provided that the Superintendent shall have been notified of the forthcoming appeal and that it is processed in accordance with Board policies and regulations on staff complaints and grievances. Moreover, this policy will not be construed to preclude resident staff members from exercising their rights to discuss matters of public concern in the same manner as other District residents.

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

Board Communications to Staff

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

Visits to Schools

Individual Board members who, in their parental capacity, wish to visit the school(s) or classroom(s) of their child(ren) will follow the regular procedures for visitors. Board members who wish to visit other schools or classrooms as an informal expression of interest in school affairs will inform the Superintendent who will arrange such visit(s) through appropriate principal(s). Official visits by Board members will be conducted only with the full knowledge of the Superintendent and principal(s) involved.

Staff Welfare

Conflict of Interest

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

1. Employees shall not engage in or have a substantial interest in furnishing of real or personal property, commodity, equipment, supplies or services, outside school representatives. A substantial interest includes ownership by the employee, the employee's spouse or a member of the employee's household of 10% or more of a business entity or annual receipt by the employee, employee's spouse, or member of the employee's household of \$1,000 or more in salary or other remuneration from a business entity. A business entity in which a District employee has a substantial interest may do business with the District provided competitive bids are obtained and the lowest bid is accepted.
2. Employees shall not make use of mailing lists or other information gained solely as a result of the employee's position with the District to either sell directly or indirectly services or merchandise to students or their parents who reside within the District. As provided by Board policy, this prohibition does not apply to student tutoring.
3. Employees shall not solicit or receive any payment or thing of value which might influence performance of the employee's duties.
4. Employees shall not disclose to any person, not otherwise entitled, information gained by virtue of the employee's duties or otherwise use such information for personal gain.
5. Employees shall not engage in outside employment which interferes with performance of the employee's duties. This prohibition includes outside employment which is performed during school hours or involves the use of school resources.

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

Staff Welfare

Staff Dispute Resolution (Grievance Procedure)

Definitions

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

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

Informal Resolution

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

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

Step One: Immediate Supervisor

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

Step Two: Superintendent's Designee

If the employee is not satisfied with the resolution at Step One, the employee may refer the dispute in writing to the Superintendent. To proceed to Step Two, the written dispute referral must be submitted to the Superintendent within four (4) days of receipt of the Step

One decision. Upon receipt of the referral, the Superintendent shall designate a District employee to hear the Step Two dispute. Within four (4) days of receipt of the Step Two referral, the Superintendent's designee shall schedule a conference with the employee and his/her employee representative if desired. Within ten (10) days of the conference the Superintendent's designee will provide the employee with a written response to the dispute.

Step Three: Review by the Superintendent

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

Step Four: Board of Education Review

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

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

Miscellaneous Provisions

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

3. Neither party to a dispute will be permitted to add witnesses or documentation that were not provided at preceding steps.
4. No employee will be retaliated against for the good faith submission and processing of a dispute under these regulations.

Staff Welfare

Staff Dispute Resolution (Grievance) Procedure

COMPLAINT RESOLUTION FORM

Date: _____

Staff Member's Name: _____

Assignment: _____

Written Board Policy or Administrative Regulation alleged to have been violated:

Nature of Complaint:

If others are affected by alleged violation, please provide names and positions:

Person alleged to have violated Board Policy/Regulation:

What corrective action are you requesting:

Signature of Complainant

Signature of Administrator Receiving Complaint

Date Complaint Received _____

Staff Welfare

Driver Drug Testing

Definitions

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

1. *Alcohol* — the intoxicating agent in beverage alcohol, ethyl alcohol or other low molecular weight alcohols including methyl and isopropyl alcohol.
2. *Driver* — any person who operates a commercial motor vehicle (CMV) or is required by the District to hold a commercial drivers license (CDL). Driver includes, but is not limited to, full time, regularly employed drivers, casual, intermittent or occasional drivers, leased drivers and independent, owner-operated contractors. For purposes of pre-employment/pre-duty testing, driver includes a person applying to the District for a position that involves the driving of a commercial motor vehicle.
3. *Employee* — an individual subject to drug urine and breath alcohol testing. For purposes of pre-employment testing, employee includes an applicant for employment.
4. *Medical Review Officer (MRO)* — a licensed physician responsible for receiving laboratory results generated by the District's drug testing program who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's confirmed positive test result together with his/her medical history and any other relevant medical information.
5. *Safety-Sensitive Function* — a driver is considered to be performing a safety-sensitive function during any period in which he/she is actually performing, is ready to perform or is immediately available to perform any safety-sensitive function. Safety sensitive functions include the following on-duty functions: all time at a facility waiting to be dispatched; all time inspecting or servicing a commercial motor vehicle; all time spent at the driving controls of a commercial motor vehicle; all time, other than driving time, spent on or in a commercial motor vehicle (except sleeping time); all time loading or unloading a commercial motor vehicle, assisting in loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded; all time spent performing the driver requirements associated with an accident; and all time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

6. *Substance Abuse Professional* — a licensed physician or licensed or certified psychologist, social workers, employee assistance professional or addiction counselor with knowledge of and clinical experience in the diagnosis and treatment of alcohol and drug related disorders.

Covered Employees

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

1. Hold commercial drivers licenses; and
2. Those who perform safety-sensitive functions at any time during the course of their employment.

Program Coordinator

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

Testing Program and Policy Information

Before beginning the testing program authorized by Policy 4871, the District will distribute to all covered employees educational materials that explain the requirements of the federal alcohol and drug testing regulations, and the District's policies and procedures with respect to meeting those requirements. The materials will include all information required by federal law. Each covered employee must sign a receipt indicating that he/she has received these materials, prior to the beginning of alcohol and drug testing.

ALCOHOL MISUSE PREVENTION AND TESTING PROGRAM

Prohibitions

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

2. No driver shall use, and the District shall not permit a driver to use, alcohol for a minimum of four (4) hours before performing a safety-related function.
3. No driver shall perform, and the District shall not permit a driver to perform, safety-sensitive functions, where the driver is found, through testing conducted in conformity with federal rules, to have an alcohol concentration of 0.04 or greater until the driver has been evaluated by a substance abuse professional, completed any rehabilitation required by the substance abuse professional, and undergoes a return-to-duty test in which the driver tests at less than 0.02 for the presence of alcohol.
4. A driver who tests, through testing conducted in conformity with federal rules, at levels of 0.02 to 0.039 for the presence of alcohol shall be prohibited from performing, and shall be removed by the District from performing, safety-sensitive functions until the start of the driver's next regularly scheduled duty, but not less than 24 hours after the test was administered, and until he/she tests below 0.02.
5. A driver who exhibits behavior and/or the appearance characteristics of alcohol misuse will be prohibited from performing, and will be removed from performing, safety-sensitive functions until the driver tests at less than 0.02 for the presence of alcohol.
6. No driver required by federal law, or independent District policy, to take a post-accident alcohol test shall use alcohol for eight hours following the accident or until the driver undergoes a post-accident alcohol test, whichever comes first.

Administration of Alcohol Tests

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

DRUG MISUSE PREVENTION AND TESTING PROGRAM

Prohibitions

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

2. No driver shall report for duty or remain on duty, and the District shall prohibit a driver from reporting for duty or remaining on duty, when the driver uses any drug, unless the drug is taken pursuant to the instructions of a physician who has advised the driver that the substance will not adversely affect his/her ability to safely operate a commercial motor vehicle.
3. The District may require a driver to notify it or the medical review officer of any therapeutic drug use if the driver tests positive, through testing conducted in conformity with federal law, for any controlled substance.
4. Following a determination through testing conducted in conformity with federal law that a driver has engaged in prohibited use of drugs, the District will remove the driver from performing safety-sensitive functions and will refer the driver to a substance abuse professional. The District will not permit the driver to return to the performance of safety-sensitive functions until the driver submits a verified negative test result and completes any rehabilitation required by a substance abuse professional.

Administration of Drug Tests

1. **Collection Site** - The District will contract with an outside agency or organization to serve as a collection site for the collection of urine samples for laboratory drug testing. The District will ensure that collection site personnel follow federally prescribed rules for the collection of urine samples. The District will ensure that the collection site generally ensures aural and visual privacy for the person giving the sample. The collection site person will be required to split the sample into two bottles (the primary specimen and the split specimen). Following completion of a chain of custody form, the collection site person will seal and ship both bottles to a laboratory certified by the Department of Health and Human Services for analysis.
2. **Laboratory Analysis** - The District will separately contract with a certified laboratory to perform the required drug analysis. If the primary specimen tests negative for drugs, the laboratory will dispose of the split specimen. If the laboratory confirms that the primary specimen tests positive, the laboratory will retain the split specimen to ensure that it remains available for testing.
3. **Medical Review Officer** - The District will contract with a Medical Review Officer. The MRO will receive and review all laboratory results generated by the District's drug testing program and will report the results to the District's designee as required by federal regulations. In the event the MRO receives a confirmed positive test result from the laboratory, the MRO will make every reasonable effort to confidentially contact the driver and give him/her the opportunity to

provide a legitimate, alternative medical explanation for the positive result. If the MRO is unable to reach the driver directly, the MRO shall, in accordance with federal regulations, contact the District's designee who shall direct the driver to contact the MRO as soon as possible. The designated management official shall employ procedures that ensure, to the maximum extent practicable, that the requirement that the employee contact the MRO is held in confidence. If the MRO determines that there is a legitimate alternative medical explanation for the positive result, the MRO will report the drug test as being negative. If the employee expressly declines the opportunity to discuss the test, the MRO may verify the test as positive. If the employee is contacted by the designated employer representative but does not contact the MRO within five days, the MRO may verify the test as positive. If neither the MRO nor the designated employer representative has been able to contact the employee within fourteen (14) days after making all reasonable efforts, the MRO may verify the test as positive. If the MRO verifies the presence of illegal, controlled substances, the covered employee has seventy-two (72) hours to request that the split specimen retained by the laboratory be sent to another certified laboratory for analysis. If the split specimen fails to confirm the presence of illegal, controlled substances, the employee's test will be reported as negative.

REQUIRED TESTS

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

Pre-Employment Testing

1. Before any driver can perform a safety-sensitive function, the driver must take a controlled substances test with a verified negative result.
2. This testing is required of applicants and of employees transferring to a covered position. Testing for newly hired drivers shall be conducted prior to the employment offer, but in any event before commencing safety-sensitive functions. If an applicant refuses to submit to pre-employment drug testing, the District will remove the applicant from employment consideration.

Post-Accident Testing

1. Pursuant to federal law, all drivers will be required to submit to drug and alcohol testing as soon as practicable after any accident (a) involving the loss of life or (b) after any accident in which the driver receives a citation for a moving violation, if the accident involved either (1) bodily injury to any person who, as a result of the

accident immediately receives medical treatment away from the scene of the accident, or (2) disabling damage to one or more motor vehicles which requires the motor vehicle to be transported away from the scene by a tow truck or other motor vehicle. Pursuant to its independent authority, the District requires all drivers to submit to drug and alcohol testing after any accident in which the driver was performing safety-sensitive functions.

2. All post-accident testing shall be conducted within the federally prescribed time periods. If a test is not conducted within the required time periods, then the District will not require the driver to submit to a test and the Program Coordinator, in accordance with federal regulations, will prepare and maintain on file a report and submit it to the Department of Transportation (DOT) documenting the reason(s) why the test was not promptly given.
3. Prior to performing safety-sensitive functions, all drivers will be instructed on the necessity for post-accident testing and the procedures to be followed for post-accident testing so that the drivers can comply with federal regulations.

Random Testing

1. The District will conduct random, unannounced testing for drugs and alcohol for covered employees. The District's designee will establish a scientifically valid random selection method and will select covered employees using this method at unpredictable dates and frequencies throughout the testing year. Under the selection method, each covered employee will have an equal chance of being selected for each testing date.
2. Each year, the number of random alcohol tests conducted by the District will equal at least 25% of the average number of covered employees. Each year, the number of random drug tests conducted by the District will equal at least 50% of the average number of covered employees.
3. Random alcohol testing will be conducted just before, during, or just after a covered employee's performance of safety-sensitive duties. Random testing for drugs does not have to be conducted in immediate time proximity to the performance of safety-sensitive functions.
4. Once notified of selection for testing, the covered employee must proceed immediately (or as soon as possible) to the collection site for testing.

Reasonable Suspicion Testing

1. The District will require covered employees to be tested for drugs and/or alcohol when the driver's supervisor and/or other properly trained District officials determine that there is reasonable suspicion to believe that the driver has violated the provisions of this Policy.
2. All determinations that reasonable suspicion exists will be only by trained individuals and will be made solely on the basis of specific, contemporaneous, particularly observations concerning the appearance, behavior, speech or body odors of the covered employee. Possession of alcohol, standing alone, will not lead to reasonable suspicion testing.
3. Covered employees will be required to submit to reasonable suspicion testing only if the required observations are made by a trained supervisor or District official during, just preceding, or just after the period of the work day that the covered employee is performing a safety-sensitive function.
4. The District designates the Program Coordinator as the District official who will receive the requisite training to determine whether reasonable suspicion exists to require a drug test and/or an alcohol concentration test.
5. The District designee will be responsible for making and signing a written record of the observations leading to reasonable suspicion testing for drugs and/or alcohol. With respect to drug testing, the District designee will ensure that this written record is completed within twenty four (24) hours of the observed behavior or before the results of the drug test are released, whichever is earlier.

Return-to-Duty Testing

1. When a driver is determined, by testing in conformity with federal regulations, to have an alcohol concentration of 0.04 or greater and/or a verified positive test result for drugs, the District will refer that driver to a substance abuse professional. The substance abuse professional will determine what assistance, if any, the driver needs in resolving problems related to drug or alcohol abuse.
2. Before a driver can return to the performance of safety-sensitive functions, the driver must be evaluated by a substance abuse professional to ensure that he/she has completed any necessary rehabilitation. The driver must also submit the results of (1) an alcohol concentration test showing an alcohol concentration of less than 0.02 and (2) a verified negative drug test.

Follow-Up Testing

1. When a covered employee who has violated prohibited alcohol and/or drug standards returns to the performance of safety-sensitive functions, he/she will be required to submit to follow-up testing.
2. Follow-up tests are unannounced and at least 6 tests must be conducted in the first 12 months after the employee returns to duty. Follow-up testing may be extended for a period not to exceed 60 months following return to duty.

Refusal To Submit to Testing

1. Federal regulations require covered employees to submit to required testing. When a covered employee refuses to submit to testing, or engages in conduct that obstructs the testing process, the test will be considered to be positive and the driver will, in accordance with federal regulations, be prohibited from performing safety-sensitive functions until all preconditions are satisfied.
2. Refusal to submit or to provide a specimen has the same sanctions under the federal regulations as a positive test. Any employee who fails to provide adequate breath or urine for testing must obtain, as soon as possible after the attempted test, an evaluation from a licensed physician who is acceptable to the employer concerning the employee's inability to provide a sufficient specimen. If the physician determines, in his/her reasonable medical judgment, that a medical condition has, or with a high degree of probability could have, precluded the employee from providing a sufficient quantity, the employer's failure shall not be deemed a refusal to take a test. The physician shall provide the District a written statement of the basis for his/her conclusion. If the licensed physician, in his/her reasonable medical judgment, is unable to make such a determination, the employee's failure to provide an adequate specimen shall be regarded as a refusal to take a test and a violation of this Policy.

TEST RESULTS, CONFIDENTIALITY AND RECORD RETENTION

Employee Records

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

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

District Record Keeping and Retention

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

Evaluation, Referral and Rehabilitation

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

Consequences for Violations

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

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