

# STAFF

## Employee Handbook

2022-2023



**A New View  
On the Horizon!**

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# RIVERVIEW GARDENS

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## SCHOOL DISTRICT

**Joylynn Pruitt-Adams, Ed.D.,**  
**Superintendent**

1370 Northumberland Drive  
St. Louis, MO 63137  
Office 314.869.2505 x 20102  
Fax: 314.388.6003  
[www.rgsd.k12.mo.us](http://www.rgsd.k12.mo.us)

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### MISSION

*The Riverview Gardens School District, along with families and the community, nurtures academic excellence in all students, preparing them to be college and career ready in an ever-changing society.*

### VISION

*The Riverview Gardens School District creates a community of learners equipped to be competitors in a global society and leaders demonstrating social and civic responsibility.*

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#### *Special Administrative Board*

*Veronica Morrow-Reel*  
*President, Master C.B.M.*

*Reggie Jones*  
*Vice-President, C.B.M.*

*Mary Oswald*  
*Treasurer, C.B.M.*

*Niketa Coleman, Ed.D.*  
*Secretary*

*Wanda Lane*  
*Member*

*Tommy Harsley*  
*Member*

*Shanon Holt*  
*Member*

Dear Riverview Gardens School District Faculty and Staff,

Welcome to Riverview Gardens School District and thank you for being a part of our team! In Riverview Gardens we are intent on providing quality service to our scholars and their families. In order to do so we must provide each of you with the tools and support you need. It is the desire of the district that each of you enjoy a long and productive career in RGSD where your professionalism, talents, education, and experience will make a difference in the lives of our scholars. It is my expectation that all of our employees, returning or new to the district, will continue to build their professional capacity to provide a high quality instructional program and educational experience for each of our scholars.

The District is on the journey of changing our narrative while putting the past behind us and creating our future for the *New View on the Horizon*. In doing so, we will prepare our scholars to face any challenge put before them by ensuring they are strong competitors in our ever changing society and leaders in the push for social and civic change. Our overarching goal is to ensure upon graduation, ALL scholars are college and career ready.

The purpose of this handbook is to provide helpful information to employees and pave the way for a successful work experience. While this handbook contains some of the district policies and procedures, I encourage you to visit our website and review the others, especially those that impact you and job responsibilities.

Policies contained in the Employee Handbook are Board approved and may change during the academic school year as they are reviewed, revised or added as recommended by the policy committee and approved by the Special Administrative Board. For the most current and complete listing of all policies, please visit the district website at [www.rgsd.k12.mo.us](http://www.rgsd.k12.mo.us). The District also reserves the right and the responsibility to update administrative procedures as necessary. Questions regarding policies or procedures may be directed to the Human Resources Department at (314) 869-2505 x20103.

I look forward to the 22-23 school year. I know there will be challenges but as a collective body, we will conquer them. I strongly believe our success will outweigh the challenges. It will take all of us moving in the same direction that means the SAB, administration, faculty, staff, parents and community, all working together to provide a high quality instructional programing and educational experiences for all scholars. Again, thank you for being a member of our team as we create the *New View on the Horizon*!

Respectfully in service to our scholars,

Dr. Joylynn Pruitt-Adams  
Superintendent of Schools

### **Special Administrative Board of Education**

All meetings of the Special Administrative Board (SAB) will be held on the second and fourth Tuesday of the month in the Boardroom at Central Office, 1370 Northumberland Dr., St. Louis, MO 63137 unless otherwise noted.

All open meetings will begin promptly at 7:00 p.m. unless otherwise noted. The executive session will begin promptly at 6:00 p.m., and is closed to the public.

Should you have any questions regarding Special Administrative Board meetings please feel free to contact the Coordinator of Board Governance at 314-869-2505 ext. 20123.

The Board has the final responsibility to approve all hiring, termination, resignations, payment of bills and payroll, budget requests, curriculum, facilities and other District matters.

Special Administrative Board Members are:

Mrs. Veronica Morrow-Reel. – President

Mr. Reggie Jones – Vice President

Mrs. Mary F. Oswald – Treasure

Dr. Nakita Colement – Secretary

Mr. Shanon Holt – Director

Tommie Harsley, III - Director

## **Excellence Within Reach**

### **Mission Statement**

The Riverview Gardens School District, along with families and the community, nurtures academic excellence in all students, preparing them to be college and career ready in an ever-changing society.

### **Vision**

The Riverview Gardens School District creates a community of learners equipped to be competitors in global society and leaders demonstrating social and civic responsibility.

### **Value Statements**

#### **Student Focus:**

Students are at the forefront of all decisions.

#### **Meeting the Needs of the Whole Student:**

A safe learning climate and caring staff are essential to meeting the social, emotional, and academic needs of all students.

#### **Collaboration:**

The school, families and community work together, supporting each other.

#### **Integrity:**

We demonstrate honesty, transparency, ethical behavior and trustworthiness in everything we do every day.

## **Comprehensive School Improvement Plan**

The Comprehensive School Improvement Plan (CSIP) is designed to prepare every child for success in school and life. CSIP is the district's accountability tool used for reviewing and assessing the district's impact on student learning and structural processes in Riverview Gardens School District. Annual Performance Reports (APR) are generated for every public school, District and charter local agency each year. The APRs are used to determine appropriate supports and interventions needed at the school and District level.

### **Effective Instruction**

Effective teachers are caring, reflective practitioners and lifelong learners who continuously acquire new knowledge and skills and are constantly seeking to improve their teaching practice to provide high academic achievement for all students.

### **Curriculum and Assessment**

Curriculum and assessments are comprehensive and aligned with the core academic standards.

### **Technology**

Effective teachers are caring, reflective practitioners and lifelong learners who continuously acquire new knowledge and skills and are constantly seeking to improve their teaching practices using technology to ensure high academic achievement for all students.

### **Collaborative Cultures**

Building and sustaining collaborative cultures that result in high levels of learning for all and increased student achievement.

### **Leadership**

An effective leader is a competent instructional leader and manager who continuously acquires new knowledge and skills and is constantly seeking to improve their leadership practice to provide for high academic achievement for all students.

The Riverview Gardens School District is committed to the quality delivery of instructional services in a manner that is the most efficient and produces the greatest student achievement. To achieve that purpose, we will consistently review and implement an effective educational program. In addition, we will closely monitor the 4 Core Strands of Leadership, Curriculum and Assessment, Effective Instruction, and Collaborative Cultures not only at the district and building level, but at the individual student level as well in order to make informed educational decisions. It is our goal to ensure that all students experience many opportunities to be successful.

## **Monitoring the Plan**

An ongoing district Comprehensive School Improvement Plan (CSIP) strategic design and implementation team will meet regularly analyzing data to develop and monitor action plans. Quarterly reports will be provided to the Board of Education to review the plan. An annual report on student achievement will be provided to the Board of Education in the fall. The composition of the CSIP team represents all stakeholders to include: parents, teachers, administrators, and community members.

## **Building School Improvement Plan**

An ongoing Building School Improvement Plan (SIP) strategic design and implementation team will meet regularly analyzing data to develop and monitor action plans. The composition of the Building SIP team represents all stakeholders to include: parents, students, teachers, administrators, and community members.

These plans are reviewed by the Superintendent and the Assistant Superintendent for Curriculum and Instruction at least two times per year. Each building provides an annual report to the Board of Education including the achievements of their schools, their objectives for the future, and their plans to achieve their objectives.

## **Roles and Responsibilities**

The following is a description of the parents/guardians, teachers/staff, building administrators, central office administrators and Board of Education roles in supporting the strategic plan.

### **Parents and Guardians will:**

- Stay informed and involved by reading current school and district materials;
- Positively promote RGSD and its offerings;
- Develop routines at home that support education;
- Communicate with teachers/staff regarding student performance;
- Communicate with administrators about school performance;
- Be prepared to advocate for their child and schools at large;
- Be responsible role models and citizens;
- Volunteer time for school activities;
- Participate on committees, and complete school and district surveys to provide feedback;
- Access school resources to support education at RGSD;
- Provide current contact and emergency information.

### **Teachers and Staff will:**

- Model lifelong learning by participating in ongoing professional development;
- Teach the district-approved curriculum;
- Provide character education by modeling and expecting high character, integrity, responsibility, and ethical behavior;
- Articulate and communicate regarding curriculum and instruction among all staff, both horizontally and vertically, to enhance student learning;
- Build and maintain professional relationships with students and parents/guardians;
- Analyze, evaluate, and utilize data to plan and implement targeted, individualized learning.

### **Building Curriculum Support Team:**

- Keep up with, and share, state and federal curriculum requirements with teachers and administrators;
- Develop department plans that support and address district goals and critical issues;
- Be well versed in, and model, current best practices;
- Develop assessments that define academic success in the content areas;
- Encourage, coach, and support teachers



- Collaborate with district leaders and key stakeholders;
- Participate in Pre K – 12 curriculum articulation;
- Identify and synthesize critical assessment data that improves student success and determines professional development needs;
- Model effective community.

**Building/Department Administrators will:**

- Communicate and facilitate the creation of the vision and direction for their schools and the District;
- Be the instructional leader in the school and guarantee the implementation with fidelity of curriculum and instruction for all students;
- Manage resources effectively;
- Evaluate and use data to improve teaching and learning;
- Model strong communication and listening skills;
- Create a culture and climate that fosters school improvement;
- Provide a strong philosophy of education and a strong belief system;
- Be a visible, accessible, and approachable leader;
- Build and sustain strong relationships with all members of the community: parents, students, stakeholders;
- Model innovative problem solving and critical thinking skills.

**Central Office Administration will:**

- Maintain a focus on student success for the District;
- Provide guidance for the development and maintenance of the District focus, priorities, and direction;
- Support principals, teachers, staff, parents, and students in our mission;
- Allocate the resources needed to support the goals of the organization;
- Facilitate the use of data in collaborative decision making and planning;
- Be a resource on rules, policies, procedures, and best practices;
- Serve as an information clearinghouse for governmental agencies and all entities of the District and community;
- Overcome barriers to achieving the goals of the organization;
- Develop and maintain highest expectations in recruitment and retention of staff;
- Ensure that all performance expectations are met;
- Implement and establish policies and procedures to maximize success and minimize risk to the organization;
- Provide the infrastructure needed for all programming needs;
- Facilitate communication among all levels and aspects of the organization and community;
- Participate in and facilitate ongoing, high quality professional development for all members of the organization;
- Celebrate successes of the organization;
- Value and foster a professional culture and a positive climate throughout the District.

**Special Administrative Board will:**

Govern the District in an effective manner through policies; providing leadership and representation to benefit faculty, staff and students, to maximize student performance in an effort to achieve an increase in the District's Annual Performance Rating.

Establish and implement quality hiring guidelines; providing a competitive salary and compensation package to attract and retain faculty and staff for an effective, high-quality educational environment to ensure students a world-class learning experience.

Achieve full academic accreditation; fostering community and District partnerships that will support students and families by increasing learning opportunities that engage them in a broad range of decision-making activities, placing an emphasis on continuous improvement to student learning.

Maintain a fiscally responsible fund balance; continuing to provide a balanced budget with proper allocation of resources and implementation of a long-range financial plan and a long-range technology plan that identifies resources and prioritizes expenditures aligned with increased student achievement.

Continue to align District finances, programs, resources, and technology for continuity and cohesiveness.

## **Important Information**

In the event of a discrepancy between any information contained in our Orientation Booklet or in the online Employee Handbook and Board Policies, Board Policy will govern.

The purpose of this handbook is to provide information that will help with questions and pave the way for a successful career with RGSD. Not all District policies and procedures are included; those that are have been summarized. Suggestions for additions and improvements to this handbook are welcomed and may be sent to the Assistant Superintendent of Human Resources, RGSD – Human Resources Department, 1370 Northumberland Drive, St. Louis, MO 63137.

This handbook is neither a contract nor a substitute for the official District policies; rather it is a guide to, and brief explanation of, these policies. The handbook is not intended to alter the at-will status of employees in any way. The rights and responsibilities of RGSD employees may be found in Section G, “Personnel”. The rights and responsibilities of RGSD students may be found in Section J, “Students”. **District policies and procedures can change at any time.** For more information, employees may refer to the policy codes that are associated with handbook topics, confer with their supervisor, or call the Coordinator of Board Governance. It is the employee’s responsibility to be knowledgeable of and adhere to District Policies and Procedures. (See GBCB – Staff Conduct)

Note #1: The Employee Handbook and District Policies are available on the district’s internet web site: [www.rgsd.k12.mo.us](http://www.rgsd.k12.mo.us).

Note #2: Legal and local board policies that relate to a particular topic are referenced in this Employee Handbook. Information on a subject may be found in local and/or legal policies. Additionally, each reference to a board policy has been linked by policy code so that employees can quickly go to the website for detailed information. Each policy will provide the adoption date, dates of revision, cross reference to other policies, and legal reference to state statute as applicable.

Note #3: Any applicant or employee who knowingly gives false information on an application for employment shall be subject to disciplinary action, up to and including dismissal. Any applicant or employee who knowingly falsifies, misrepresents, changes, alters, or revises any certification, transcript, diploma, any school district official document, or other instrument shall be subject to disciplinary action, up to and including termination of employment. (See GCPE and GDPD)

## **District Legal Status**

The State of Missouri must establish and maintain free public schools in accordance with the Missouri Constitution and state law. The State has delegated certain responsibilities to local school districts. This school district is currently governed by a Special Administrative Board (SAB). Directors are appointed in accordance with law. By law the SAB retains all powers previously held by the elected Board of Education. All policy references to “the Board of Education” or “the Board” shall be interpreted to reference the SAB. (See AA – School District Legal Status)

**“Who to call for What” List**

<b><u>Service Area</u></b>	<b><u>Department</u></b>	<b><u>Extension</u></b>
Accounts Payable	Finance & Business Operations	X20113
Benefits (Employees)	Human Resources	X20106
Budget	Finance & Business Operations	X20109
Certification Questions	Human Resources	X20105
Community Relations	Communications	X20122
Core Data	MIS/Technology	X10112
Curriculum and Instruction	Curriculum and Instruction	X20120
Custodial	Facilities	X34105
Direct Deposit (Payroll)	Finance & Business Operations	X20108
Early Childhood Education - Parents as Teachers	ECEC	X35113
Employment Application Information	Human Resources	X20105
Enrollment - current	Student Affairs, Support & Services	X20119
Evaluations (Staff)	Human Resources	X20103
Facilities	Facilities	X34102
Facility/Field Usage	Student Affairs, Support & Services	X22162
Family & Medical Leave of Absence (FMLA) and other Leaves of Absence	Human Resources	X20106
Federal Programs	Federal Programs	X20114
Background Checks including Fingerprinting	Human Resources	X20107
Free/Reduced Lunch	Food Service	X34103
Discrimination/Harassment/Retaliation Reporting (Employees)	Human Resources	X20103
Health Services/Nurses	Student Affairs, Support & Services	X35103
Hiring/Transfers	Human Resources	X20105
Homeless Coordinator	Student Affairs, Support & Services	X23139
Human Resources	Human Resources	X20107
ID Badges	MIS/Technology	X10111
Information Systems/Technology Support (MIS)	MIS/Technology	X10111
Internet	MIS/Technology	X10101
Maintenance	Facilities	X34102
Marketing/Media Relations	Communications	X28129
Expense Reimbursements	Finance & Business Operations	X20109
Mobile Telephone Issues	MIS/Technology	X10101
News/News Tips	Communications	X20122
Payroll	Finance & Business Operations	X20108
Personal Leave Days	Human Resources	X20104
Purchase Orders	Finance & Business Operations	X20113
Receptionist (Central Office)	Central Office	X0
Retirement Questions (PSRS & PEERS)	PSRS/PEERS	1-800-392-6848

403(b) Questions	Finance & Business Operations	X20106
Safety and Security Issues	Safety and Security	X22243
Student Credit/Transcripts (Graduates Only)	High School Registrar	X22227
Student Permanent Records	(individual schools)	
Student Services	Student Affairs, Support & Services	X20119
Substitute Coordinator/SubFinder	Human Resources	X20104
Tax Forms	Finance & Business Operations	X20108
Time and Attendance System (NovaTime)	Finance & Business Operations	X20108
Transportation	Transportation	X23100
Verification of Employment	Human Resources	X20107
Workers' Compensation	Human Resources	X20106

## **Employment and Work Standards**



### **Equal Employment Opportunity**

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

### **Employment-at-will Clause**

This handbook is intended only to provide helpful information regarding employee policies, procedures, benefits, services, and activities that are important to your employment. The information, policies, and benefits described within the Employee Handbook are subject to change at the Board of Education's discretion, with or without notice. It is not an employment contract and should not be construed as such. Furthermore, no promise, statement or writing made by a supervisor may be interpreted to constitute an employment relationship other than "at will." Rather, your employment with Riverview Gardens is "at will," terminable by either yourself or the Board of Education at any time, with or without notice, with or without cause, except as otherwise provided by law.

### **Workers Classification**

*Exempt Employees* – Those employees whose duties and compensation meet the requirements to be an exempt executive, administrative, professional or computer employee as defined in federal law.

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

### **Professional Staff Recruiting and Hiring (Board Policy GCD-1)**

Because an effective educational program requires quality staff members, the Board and the administration of the Riverview Gardens School District will make every effort possible to attract and retain qualified, highly skilled and experienced personnel.

The district's hiring procedures will comply with all federal and state laws, including laws prohibiting discrimination. All teachers and administrators must have valid certification to teach in Missouri schools or, when employment of a person without appropriate certification is unavoidable or necessary as determined by the district, must obtain the appropriate certification by a district-specified deadline. The district is an equal opportunity employer and hires only citizens of the United States and persons who are legally authorized to work in the United States. The Riverview Gardens

School District will enroll and actively participate in a federal work authorization program in accordance with law.

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

### **Recruiting and Advertising**

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

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

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

### **Employment Contracts**

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

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

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

### **Part-Time and Substitute Staff Employment (Board Policy GB-1)**

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

## **Substitute Employees**

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

## **Part-Time Employees**

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

## **Employing Retirees**

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

## **Contracts**

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

## **Personnel Records (Board Policy GBL)**

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

## **Confidentiality**

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



agencies with appropriate authority, and in situations where the record is used to defend the district in a legal or administrative action.

### **Storage**

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

### **Parent/Guardian Access**

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

1. Student's teacher is certified to teach in the grade levels and subject areas in which the teacher provides instruction.
2. Student's teacher is teaching under emergency or other provisional certification status.
3. Student is provided services by a paraprofessional and, if so, the qualifications of the paraprofessional.

### **Employee Access**

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

### **Board Member Access**

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

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

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

## **Evaluation of Professional Staff (Board Policy GCN)**

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

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

## **Evaluation of Professional Staff Other Than Teachers**

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

## **Teacher Evaluations**

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

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

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

## **Teacher Evaluation Standards**

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

1. Content Knowledge Aligned with the Appropriate Instruction:
2. Student Learning, Growth and Development
3. Curriculum Implementation
4. Critical Thinking
5. Positive Classroom Environment
6. Effective Communication
7. Student Assessment and Data Analysis
8. Professionalism
9. Professional Collaboration

## **Counselor and Librarian Evaluation Standards**

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

## **Evaluation Records**

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

## **Reduction in Professional Staff Work Force (Board Policy GCPA)**

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

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

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

## **Suspension of Professional Staff Members (Board Policy GCPD)**

The Board delegates to the superintendent the authority to suspend staff members or put them on administrative leave for any legal reason in accordance with district policy and law. An employee

will be immediately suspended or put on administrative leave in situations where the superintendent or designee determines that suspension is necessary to prevent disruption to the education environment, protect the safety of the students, appropriately investigate alleged misconduct, or in other circumstances where suspension serves the district's interests.

## **Definitions**

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

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

## **Administrative Leave**

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

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

## ***Superintendent***

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

## **Suspensions**

### ***Employees without Contracts***

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

### ***Employees with Contracts***

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

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

### **Special Circumstances Requiring Suspension or Administrative Leave**

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

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

## **Termination of Professional Staff Members (GCPE)**

### **Noncertificated Personnel**

#### ***Noncertificated Employees with Employment Contracts***

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

#### ***Noncertificated Employees without Employment Contracts***

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

### **Certificated Personnel**

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

#### ***Tenured Teachers***

##### **1. Method**

- a. A tenured teacher may be terminated by the Board of Education of a school district for one or more of the following reasons:
  - i. Physical or mental condition unfitting him or her to instruct or associate with children. This provision will not be used for termination unless the district is also in compliance with other state and federal laws requiring the reasonable accommodation of persons with disabilities.
  - ii. Immoral conduct.
  - iii. Incompetency, inefficiency or insubordination in the line of duty.
  - iv. Willful or persistent violation of or failure to obey the school laws of the state or the published regulations of the Board of Education of the school district employing him or her.
  - v. Excessive or unreasonable absence from performance of duties.
  - vi. Conviction of a felony or crime involving moral turpitude.
- b. In determining the professional competency or efficiency of a tenured teacher, consideration should be given to the teacher's performance evaluations, other documentation or evidence of performance, and any written standards of performance adopted by the Board.
- c. A tenured teacher's contract may not be terminated by the Board of Education until after service upon the teacher of written charges specifying with particularity the grounds alleged to exist for termination of such contract, notice of a hearing on charges and, if requested by the teacher, a hearing by the Board of Education.

- d. If the charges are for incompetency, inefficiency or insubordination, at least 30 days before service of the notice of charges, the superintendent will give the teacher a warning in writing stating specifically the causes which, if not removed, may result in charges. Thereafter, the superintendent or designee and the teacher shall meet in an effort to resolve the matter. Thirty days' notice is not necessary for termination for charges other than incompetency, inefficiency and insubordination.
  - e. Notice of a hearing upon charges, together with a copy of charges, shall be served on the tenured teacher at least 20 days prior to the date of the hearing. The notice and copy of charges may be served upon the teacher by certified mail with personal delivery, addressed to the employee at his or her last known address. If the teacher or the teacher's agent does not, within ten days after receipt of the notice, request a hearing on the charges, the Board may, by a majority vote, order the contract of the teacher terminated. If a hearing is requested by either the teacher or the Board of Education, it shall take place not less than 20 or more than 30 days after notice of the hearing has been furnished to the tenured teacher.
  - f. On the filing of charges in accordance with this section, the Board may suspend the teacher from active performance of duty until a decision is rendered by the Board, but the teacher's salary shall be continued during such suspension unless the law requires the suspension to be without pay. If a decision to terminate a teacher's employment is appealed and the decision is reversed, the teacher shall be paid his or her salary lost while the appeal was pending.
2. Termination Hearing
3. If a hearing is requested on the termination of a tenured contract or is otherwise used for the termination of a professional staff member under this policy, it shall be conducted by the Board of Education in accordance with the following provisions:
- a. The hearing shall be public.
  - b. Both the teacher and the person filing charges may be represented by counsel who may cross-examine witnesses.
  - c. Testimony at hearings shall be on oath or affirmation administered by the president of the Board of Education, who shall have the authority to administer oaths in accordance with law.
  - d. The Board shall have the power to subpoena witnesses and documentary evidence as provided in § 536.077, RSMo. and shall do so on its own motion or at the request of the teacher against whom charges have been made. The Board shall hear testimony of all witnesses named by the teacher. However, the Board may limit the number of witnesses to be subpoenaed on behalf of the teacher to not more than ten.
  - e. The Board of Education shall employ a stenographer who shall make a full record of the proceedings of the hearings and who shall, within ten days after the conclusion thereof, furnish the Board of Education and the teacher, at no cost to the teacher, a copy of the transcript of the record, which shall be certified by the stenographer to be complete and correct. The transcript shall not be open to public inspection unless the hearing on the termination of the contract was an open hearing or if an appeal from the decision of the Board is taken by the teacher.

- f. All costs of the hearing shall be paid by the Board except the cost of counsel for the teacher.
  - g. The decision of the Board of Education resulting in the demotion of a tenured teacher or the termination of a tenured contract shall be by a majority vote of the members of the Board of Education, and the decision shall be made within seven days after the transcript is furnished them. A written copy of the decision shall be furnished to the teacher within three days thereafter.
- 4. Appeal
  - a. The teacher may appeal the decision of the Board of Education to the circuit court of the county where the district is located. The appeal shall be taken within 15 days after service of a copy of the decision of the Board of Education upon the teacher, and if an appeal is not taken within that time, the decision of the Board of Education shall become final.
  - b. The appeal may be taken by filing notice of appeal with the Board of Education, whereupon the Board of Education, under its certificate, shall forward to the court all documents and papers on file in the matter, together with a transcript of the evidence, the findings and the decision of the Board of Education, which shall thereupon become the record of the cause. Such appeal shall be heard as provided in Chapter 536, RSMo.

### ***Probationary Teachers***

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

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

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

### ***Certificated Administrative Staff Ineligible for Tenure***

Certificated employees ineligible for tenure (other than the superintendent) in their present positions, such as principals and assistant principals, may be terminated during the course of a contract for any



legal reason including, but not limited to, the reasons for terminating instructional personnel. No improvement period is required prior to the notice of charges.

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

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

### ***Additional Remedies***

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

### ***Notification to the State Board and the Attorney General***

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

### **Notification to Retirement Systems**

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

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

### **Allegations of Sexual Misconduct with a Student**

If a former district employee whose job involved contact with children was terminated, nonrenewed or allowed to resign in lieu of termination as a result of an allegation of sexual misconduct with a

student, or as a result of such allegations being substantiated by the Children's Division (CD) of the Department of Social Services' child abuse and neglect review board, the district is required by law to release information regarding the sexual misconduct to a potential public school or charter school employer who contacts the district regarding the former employee. In addition, if the CD substantiates a complaint of sexual misconduct with a student against a former employee of the district, the law requires the district to release the results of the CD investigation to any potential public school or charter school employer who contacts the district.

When employment ends as a result of an allegation of sexual misconduct with a student, the district will provide appropriate due process prior to the release of information regarding the sexual misconduct to a potential public school or charter school employer, if feasible. The superintendent or designee is authorized to consult with the district's attorney to determine the appropriate level of due process to provide.

For the purposes of this policy, employees are considered "former employees" if they have resigned, been terminated, had their contracts nonrenewed, or been notified that their contracts with the district will not be renewed or that the district is pursuing termination, even if the process has not been completed.

#### **Professional Staff Extra Duty (GCKA)**

Professional staff members will be expected to assume reasonable duties over and above their regular teaching responsibilities. Activities and services that make demands on a teacher's time and that are directly related to the teaching act shall be a part of each teacher's basic assignment. Schedules of supervision, sponsorships and activities will be assembled by the building principals. Administrators will strive to equalize those duties among teachers.

Extra duty assignments that make demands on a teacher's time may be compensated in accordance with an extra-duty allowance salary schedule established annually by the Board. Extra duties shall be defined as those duties and responsibilities in conjunction with but not a part of the regular teaching assignment. These duties are not considered subject to the provisions of the Teacher Tenure Act. Faculty members to be appointed to extra-duty positions will be recommended by the superintendent and approved by the Board. Appointees will be issued a contract for the terms of their extra-duty employment stating the particular assignment, its duration and the compensation to be paid. Professional staff members will be paid stipends that are commensurate with the demands of their specific extra-duty assignments. Most stipends will be paid on an annual or seasonal basis, although certain assignments not related to the teaching act, performed at irregular or infrequent intervals, may be paid at an hourly rate.

#### **Professional Staff Development Opportunities (GCL)**

The Board of Education of the Riverview Gardens School District recognizes the relationship between high-quality professional development and student achievement and therefore commits to a high-quality professional staff development program. The program will be aligned with the current

Missouri School Improvement Plan (MSIP) and based on available student achievement data and the results of needs assessment at the school and district level.

In support of this commitment the superintendent will:

1. Establish Professional Development Committees (PDCs) that will create and implement Professional Development Plans (PDPs) based on the district's MSIP. The PDPs must be approved by the superintendent prior to implementation.
2. Allocate adequate funding for high-quality professional development activities as defined by law.
3. Provide leave for approved professional growth activities.

### **Professional Development for Teachers**

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

Professional development for teachers will include a beginning teacher mentoring program that meets or exceeds the standards established by the Department of Elementary and Secondary Education (DESE). Teachers are responsible for maintaining complete records of their own professional development activities.

### **Professional Development for Administrators**

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

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

Administrators will participate in the Mentoring Program for Administrators (MPA) supported by the Missouri Partnership for Mentoring School Leaders. Administrators are responsible for maintaining complete records of their own professional development activities.

### **Program Evaluation**

The professional development will be evaluated pursuant to DESE guidelines to determine whether professional development is aligned with the district's MSIP and identified instructional priorities. To the extent possible, the evaluation will determine the effect of the professional development program on student achievement as measured by assessments of student mastery of grade-level expectations.

## **Professional Development for Certification**

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

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

## **Staff Conduct (Board Policy GBCB)**

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

1. Become familiar with, enforce and follow all applicable Board policies and regulations, administrative procedures, other directions given by district administrators and supervisors, and state and federal laws.
2. Maintain courteous and professional relationships with students, parents/guardians, other district employees and the public. Transmit constructive criticism to the particular school administrator or supervisor who has the administrative responsibility to address the concern. Employees will not be disciplined for speech that is protected by law and are encouraged to share concerns with their supervisors.
3. Actively participate in professional development and obtain information necessary to effectively perform the employee's job duties.
4. Conduct all official business in a professional and timely manner. Meet deadlines set by the district, administrative staff and supervisors. Conduct business with the appropriate designated person or department.
5. Care for, properly use and protect school property. Immediately report all dangerous building conditions to the building supervisor and take action to rectify the situation in order to protect the safety of students and others. Take appropriate action to prevent loss or theft of district property, and immediately report loss or theft of district property.
6. Attend all meetings called by supervisors or the district administration unless excused. Arrive at work and leave work at the time specified by the district or as directed by a supervisor, and

follow district policies, procedures and directives regarding absences. All nonexempt employees must receive permission from a supervisor prior to working overtime.

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

### **Staff Grievances (GBM)**

The Riverview Gardens School District is interested in employee concerns and ideas for improving the district. District employees are encouraged to discuss concerns with supervisors and the administrative staff so that issues may be addressed in a timely fashion.

### **Grievance**

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

Grievance processing should be viewed as a positive and constructive effort to establish the facts upon which the grievance is based and to accurately implement Board policies, regulations or collective bargaining agreements. The Board strictly prohibits discrimination or retaliation against an employee for filing a grievance and directs all district employees to cooperate in the grievance process. If more than one district grievance process might apply to a particular concern, the superintendent or designee will decide which process will govern. If any part of a grievance includes allegations of illegal discrimination or harassment, or if the grievance is factually similar to a complaint filed by the same employee regarding illegal discrimination or harassment, the entire grievance will be resolved in accordance with policy AC.

## **Definitions**

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

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

*Grievant* – A district employee who has filed a grievance.

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

## **Grievance Process**

1. Grievances must be filed within ten days of the occurrence that is the basis of the grievance. The grievance must be in writing, on the forms provided by the district, and include a copy of the provision of the collective bargaining agreement, policy or regulation alleged to be violated or misinterpreted, as well as a statement of the relief requested.
2. Grievances will be processed according to the step-by-step process outlined below, with the following exceptions. If a person designated to hear a grievance is the subject of the grievance, the grievance process will begin at the next highest step. If a grievance is directly based on official Board action, the grievance shall be directed to the Board secretary. The grievance may be heard by the Board at the sole discretion of the Board.
3. No new information may be added and no new claims may be made after Step 1. Each subsequent appeal will address only the facts and issues presented at Step 1.
4. The deadlines established under this policy may be extended upon the written request of the grievant or the supervisor, but the final decision regarding any extension shall be made

by the superintendent at his or her sole discretion. Investigation and reporting deadlines will be extended when more time is necessary to adequately conduct an investigation and to render a decision. The grievant will be notified when deadlines are extended.

5. Failure of the grievant to appeal within the timelines given will be considered acceptance of the findings and remedial action taken. The district will not consider late appeals.
6. Once a decision is rendered under this grievance process, the decision is final. Grievance decisions cannot be the subject of a new grievance.
7. Because the point of a grievance is to provide resolution outside the court system, an employee is not entitled to bring an attorney to grievance proceedings. Once an attorney becomes involved in the process, the superintendent or designee will refer the matter to the district's private attorney and the grievance process will end.

#### ***Immediate Supervisor (Step 1)***

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

#### ***Principal or Designee (Step 2)***

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

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

#### ***Superintendent or Designee (Step 3)***

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

#### ***School Board or Board Committee (Step 4)***

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

#### **Documentation**

A grievant will receive a written response or report regarding his or her grievance, but the grievant and persons investigated in the course of the grievance are not entitled to view or receive copies of the investigation file or notes taken during the investigation, unless required by law. In addition, the grievant and others investigated in the course of the grievance are not entitled to information about disciplinary action that other employees may receive as a result of the grievance.

#### **Non-Discrimination and Anti-Harassment (Board Policy AC)**

##### **General Rule**

The Riverview Gardens School District Board of Education is committed to maintaining a workplace and educational environment that is free from discrimination and harassment in admission or access to, or treatment or employment in, its programs, services, activities and facilities. In accordance with law, the district strictly prohibits discrimination and harassment against employees, students or others on the basis of race, color, religion, sex, sexual orientation, national origin, ancestry, disability, age, genetic information or any other characteristic protected by law. The Riverview Gardens School District is an equal opportunity employer.

The Board also prohibits:

- 1) Retaliatory actions including, but not limited to, acts of intimidation, threats, coercion or discrimination against those who:
  - a) Make complaints of prohibited discrimination or harassment.
  - b) Report prohibited discrimination or harassment.
  - c) Participate in an investigation, formal proceeding or informal resolution, whether conducted internally or outside the district, concerning prohibited discrimination or harassment..
- 2) Aiding, abetting, inciting, compelling or coercing discrimination, harassment or retaliatory actions.
- 3) Discrimination, harassment or retaliation against any person because of such person's association with a person protected from discrimination or harassment in accordance with this policy.

All employees, students and visitors must immediately report to the district for investigation any incident or behavior that could constitute discrimination, harassment or retaliation in accordance with this policy. If a student alleges sexual misconduct on the part of any district employee to any person employed by the district, that person will immediately report the allegation to the Children's Division (CD) of the Department of Social Services in accordance with state law. In accordance with this policy and as allowed by law, the district will investigate and address discrimination, harassment and



retaliation that negatively impact the school environment, including instances that occur off district property or are unrelated to the district's activities.

#### Additional Prohibited Behavior

Behavior that is not unlawful or does not rise to the level of illegal discrimination, harassment or retaliation might still be unacceptable for the workplace or the educational environment. Demeaning or otherwise harmful actions are prohibited, particularly if directed at personal characteristics such as personal appearance or socioeconomic status.

#### Boy Scouts of America Equal Access Act

As required by law, the district will provide equal access to district facilities and related benefits and services and will not discriminate against any group officially affiliated with the Boy Scouts of America, the Girl Scouts of the United States of America or any other youth group designated in applicable federal law.

#### School Nutrition Programs

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices and employees, and institutions participating in or administering USDA programs (including the district), are prohibited from discriminating based on race, color, national origin, sex, disability, age or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by the USDA. These programs include the National School Lunch Program, the Special Milk Program, the School Breakfast Program and the Summer Food Service Program.

Any person or representative alleging discrimination based on a prohibited basis has the right to file a complaint within 180 days of the alleged discriminatory action with the USDA Office of the Assistant Secretary for Civil Rights or the district's compliance officer using the process outlined in policy EF.

#### Interim Measures

When a report is made or the district otherwise learns of potential discrimination, harassment or retaliation, the district will take immediate action to protect the alleged victim, including implementing interim measures. For example, the district may alter a class seating arrangement, provide additional supervision for a student or suspend an employee pending an investigation. The district will take immediate steps to prevent retaliation against the alleged victim, any person associated with the alleged victim, or any witnesses or participants in the investigation. These steps may include, but are not limited to, notifying students, employees and others that they are protected from retaliation, ensuring that they know how to report future complaints, and initiating follow-up contact with the complainant to determine if any additional acts of discrimination, harassment or retaliation have occurred.

## Consequences and Remedies

If the district determines that discrimination, harassment or retaliation have occurred, the district will take prompt, effective and appropriate action to address the behavior, prevent its recurrence and remedy its effects.

Employees who violate this policy will be disciplined, up to and including employment termination. Students who violate this policy will be disciplined, which may include suspension or expulsion. Patrons, contractors, visitors or others who violate this policy may be prohibited from district property or otherwise restricted while on district property. The superintendent or designee will contact law enforcement or seek a court order to enforce this policy when necessary or when actions may constitute criminal behavior.

Students, employees and others will not be disciplined for speech in circumstances where it is protected by law.

In accordance with law and district policy, any person suspected of abusing or neglecting a child will be reported immediately to the CD.

Remedies provided by the district will attempt to minimize the burden on the victim. Such remedies may include, but are not limited to: providing additional resources such as counseling, providing access to community services, assisting the victim in filing criminal charges when applicable, moving the perpetrator to a different class or school, providing an escort between classes, or allowing the victim to retake or withdraw from a class. The district may provide additional training to students and employees, make periodic assessments to make sure behavior complies with district policy, or perform a climate check to assess the environment in the district.

## Definitions

*Compliance Officer* – The individual responsible for implementing this policy, including the acting compliance officer when he or she is performing duties of the compliance officer.

*Discrimination* – Conferring benefits upon, refusing or denying benefits to, or providing differential treatment to a person or class of persons in violation of law based on race, color, religion, sex, national origin, ancestry, disability, age, genetic information or any other characteristic protected by law, or based on a belief that such a characteristic exists.

*Grievance* – A verbal or written report (also known as a complaint) of discrimination, harassment or retaliation made to the compliance officer.

*Harassment* – A form of discrimination, as defined above, that occurs when the school or work environment becomes permeated with intimidation, ridicule or insult that is sufficiently severe or pervasive enough that it unreasonably alters the employment or educational environment.

Behaviors that could constitute illegal harassment include, but are not limited to, the following acts if based on race, color, religion, sex, sexual orientation, national origin, ancestry, disability, age, genetic information or any other characteristic protected by law or based on a belief that such a

characteristic exists: graffiti; display of written material, pictures or electronic images; name calling, teasing or taunting; insults, derogatory remarks or slurs; jokes; gestures; threatening, intimidating or hostile acts; physical acts of aggression, assault or violence; theft; or damage to property.

*Sexual Harassment* – A form of discrimination, as defined above, on the basis of sex. Sexual harassment is unwelcome conduct that occurs when a) benefits or decisions are implicitly or explicitly conditioned upon submission to, or punishment is applied for refusing to comply with, unwelcome sexual advances, requests for sexual favors or conduct of a sexual nature; or b) the school or work environment becomes permeated with intimidation, ridicule or insult that is based on sex or is sexual in nature and that is sufficiently severe or pervasive enough to alter the conditions of participation in the district's programs and activities or the conditions of employment. Sexual harassment may occur between members of the same or opposite sex. The district presumes a student cannot consent to behavior of a sexual nature with an adult regardless of the circumstance.

- 1) Behaviors that could constitute sexual harassment include, but are not limited to:
- 2) Sexual advances and requests or pressure of any kind for sexual favors, activities or contact.
- 3) Conditioning grades, promotions, rewards or privileges on submission to sexual favors, activities or contact.
- 4) Punishing or reprimanding persons who refuse to comply with sexual requests, activities or contact.
- 5) Graffiti, name calling, slurs, jokes, gestures or communications of a sexual nature or based on sex.
- 6) Physical contact or touching of a sexual nature, including touching of intimate parts and sexually motivated or inappropriate patting, pinching or rubbing.
- 7) Comments about an individual's body, sexual activity or sexual attractiveness.
- 8) Physical sexual acts of aggression, assault or violence, including criminal offenses (such as rape, sexual assault or battery, and sexually motivated stalking) against a person's will or when a person is not capable of giving consent due to the person's age, intellectual disability or use of drugs or alcohol.
- 9) Gender-based harassment and acts of verbal, nonverbal, written, graphic or physical conduct based on sex or sex stereotyping, but not involving conduct of a sexual nature.

*Working Days* – Days on which the district's business offices are open.

Compliance Officer

The Board designates the following individual to act as the district's compliance officer:

Assistant Superintendent of Human Resources  
School District of Riverview Gardens  
1370 Northumberland  
St. Louis, MO 63137-1413  
Phone: 314-869-2505 / Fax: 314-798-0744

In the event the compliance officer is unavailable or is the subject of a report that would otherwise be made to the compliance officer, reports should instead be directed to the acting compliance officer:

Superintendent of Schools  
School District of Riverview Gardens  
1370 Northumberland

The compliance officer or acting compliance officer will:

- 1) Coordinate district compliance with this policy and the law.
- 2) Receive all grievances regarding discrimination, harassment and retaliation in the Riverview Gardens School District.
- 3) Serve as the district's designated Title IX, Section 504 and Americans with Disabilities Act (ADA) coordinator, as well as the contact person for compliance with other discrimination laws.
- 4) Investigate or assign persons to investigate grievances; monitor the status of grievances to ensure that additional discrimination, harassment and retaliation do not occur; and recommend consequences.
- 5) Review all evidence brought in disciplinary matters to determine whether additional remedies are available, such as separating students in the school environment.
- 6) Determine whether district employees with knowledge of discrimination, harassment or retaliation failed to carry out their reporting duties and recommend disciplinary action, if necessary.
- 7) Communicate regularly with the district's law enforcement unit to determine whether any reported crimes constitute potential discrimination, harassment or retaliation.
- 8) Oversee discrimination, harassment or retaliation grievances, including identifying and addressing any patterns or systemic problems and reporting such problems and patterns to the superintendent or the Board.
- 9) Seek legal advice when necessary to enforce this policy.
- 10) Report to the superintendent and the Board aggregate information regarding the number and frequency of grievances and compliance with this policy.
- 11) Make recommendations regarding changing this policy or the implementation of this policy.
- 12) Coordinate and institute training programs for district staff and supervisors as necessary to meet the goals of this policy, including instruction in recognizing behavior that constitutes discrimination, harassment and retaliation.
- 13) Periodically review student discipline records to determine whether disciplinary consequences are applied uniformly.
- 14) Perform other duties as assigned by the superintendent.

#### Public Notice

The superintendent or designee will continuously publicize the district's policy prohibiting discrimination, harassment and retaliation and disseminate information on how to report discrimination, harassment and retaliation. Notification of the district's policy will be posted in a public area of each building used for instruction or employment or open to the public. Information will also be distributed annually to employees, parents/guardians and students as well as to newly enrolled students and newly hired employees. District bulletins, catalogs, application forms, recruitment material and the district's website will include a statement that the Riverview Gardens School District does not discriminate in its programs, services, activities, facilities or with regard to

employment. The district will provide information in alternative formats when necessary to accommodate persons with disabilities.

## Reporting

Students, employees and others may attempt to resolve minor issues by addressing concerns directly to the person alleged to have violated this policy, but they are not expected or required to do so. Any attempts to voluntarily resolve a grievance will not delay the investigation once a report has been made to the district.

Unless the concern is otherwise voluntarily resolved, all persons must report incidents that might constitute discrimination, harassment or retaliation directly to the compliance officer or acting compliance officer. All district employees will instruct all persons seeking to make a grievance to communicate directly with the compliance officer. Even if the suspected victim of discrimination, harassment or retaliation does not file a grievance, district employees are required to report to the compliance officer any observations, rumors or other information regarding actions prohibited by this policy. If a verbal grievance is made, the person will be asked to submit a written complaint to the compliance officer or acting compliance officer. If a person refuses or is unable to submit a written complaint, the compliance officer will summarize the verbal complaint in writing. A grievance is not needed for the district to take action upon finding a violation of law, district policy or district expectations.

Even if a grievance is not directly filed, if the compliance officer otherwise learns about possible discrimination, harassment or retaliation, including violence, the district will conduct a prompt, impartial, adequate, reliable and thorough investigation to determine whether unlawful conduct occurred and will implement the appropriate interim measures if necessary.

## Student-on-Student Harassment

Building-level administrators are in a unique position to identify and address discrimination, harassment and retaliation between students, particularly when behaviors are reported through the normal disciplinary process and not through a grievance. Administrators have the ability to immediately discipline a student for prohibited behavior in accordance with the district's discipline policy. Administrators will report all incidents of discrimination, harassment and retaliation to the compliance officer and will direct the parent/guardian and student to the compliance officer for further assistance. The compliance officer may determine that the incident has been appropriately addressed or recommend additional action. When a grievance is filed, the investigation and complaint process detailed below will be used.

## Investigation

The district will immediately investigate all grievances. All persons are required to cooperate fully in the investigation. The district compliance officer or other designated investigator may utilize an attorney or other professionals to conduct the investigation.

In determining whether alleged conduct constitutes discrimination, harassment or retaliation, the district will consider the surrounding circumstances, the nature of the behavior, the relationships between the parties involved, past incidents, the context in which the alleged incidents occurred and all other relevant information. Whether a particular action or incident constitutes a violation of this policy requires a determination based on all of the facts and surrounding circumstances. If, after investigation, school officials determine that it is more likely than not (the preponderance of the evidence standard) that discrimination, harassment or other prohibited behavior has occurred, the district will take immediate corrective action.

#### Grievance Process Overview

- 1) If a person designated to hear a grievance or appeal is the subject of the grievance, the compliance officer may designate an alternative person to hear the grievance, or the next highest step in the grievance process will be used. For example, if the grievance involves the superintendent, the compliance officer may designate someone outside the district to hear the grievance in lieu of the superintendent, or the grievance may be heard directly by the Board.
- 2) An extension of the investigation and reporting deadlines may be warranted if extenuating circumstances exist as determined by the district's compliance officer. The person filing the complaint will be notified when deadlines are extended. If more than twice the allotted time has expired without a response, the appeal may be taken to the next level.
- 3) Failure of the person filing the grievance to appeal within the timelines given will be considered acceptance of the findings and remedial action taken.
- 4) To the extent permitted by law, the district will investigate all grievances, even if an outside enforcing agency such as the Office for Civil Rights, law enforcement or the CD is also investigating a complaint arising from the same circumstances.
- 5) The district will only share information regarding an individually identifiable student or employee with the person filing the grievance or other persons if allowed by law and in accordance with Board policy.
- 6) Upon receiving a grievance, district administrators or supervisors, after consultation with the compliance officer, will implement interim measures as described in this policy if necessary to prevent further potential discrimination, harassment or retaliation during the pending investigation.

#### Grievance Process

##### Level I

1. A grievance is filed with the district's compliance officer. The grievance should include details of the incident or incidents, names of the individuals involved, and names of any witnesses. Supervisors shall refer all grievances that they might receive to the district's compliance officer. Reports of harassment will be promptly investigated in an impartial manner. The compliance officer may, at his or her discretion, assign a school principal or other appropriate supervisor to conduct the investigation when appropriate.

2. Regardless of who investigates the grievance, an investigation will commence immediately, but no later than five working days after the compliance officer receives the grievance. The compliance officer or designee shall conduct a prompt, impartial, adequate, reliable and thorough investigation, including the opportunity for the person filing the grievance and other parties involved to identify witnesses and provide information and other evidence. The compliance officer or designee will evaluate all relevant information and documentation relating to the grievance.
3. Within 30 working days of receiving the grievance, the compliance officer will complete a written report that summarizes the facts and makes conclusions on whether the facts constitute a violation of this policy based on the appropriate legal standards. If a violation of this policy is found, the compliance officer will recommend corrective action to the superintendent to address the discrimination, harassment or retaliation; prevent recurrence; and remedy its effects. If someone other than the compliance officer conducts the investigation, the compliance officer or acting compliance officer will review and sign the report. The person who filed the grievance, the victim if someone other than the victim filed the grievance, and any alleged perpetrator will be notified in writing, within five working days of the completion of the report, in accordance with law and district policy, regarding whether the district's compliance officer or designee determined that district policy was violated.

## Level II

1. Within five working days after receiving the Level I decision, the person filing the grievance, the victim if someone other than the victim filed the grievance, or any alleged perpetrator may appeal the compliance officer's decision to the superintendent by notifying the superintendent in writing. The superintendent may, at his or her discretion, designate another person (other than the compliance officer) to review the matter when appropriate.
2. Within ten working days, the superintendent will complete a written decision on the appeal, stating whether a violation of this policy is found and, if so, stating what corrective actions will be implemented. If someone other than the superintendent conducts the appeal, the superintendent will review and sign the report before it is given to the person appealing. A copy of the appeal and decision will be given to the compliance officer or acting compliance officer. The person who initially filed the grievance, the victim if someone other than the victim filed the grievance, and any alleged perpetrator will be notified in writing, within five working days of the superintendent's decision, regarding whether the superintendent or designee determined that district policy was violated.

## Level III

1. Within five working days after receiving the Level II decision, the person filing the grievance, the victim if someone other than the victim filed the grievance, or any alleged perpetrator may appeal the superintendent's decision to the Board by

notifying the Board secretary in writing. The person filing the grievance and the alleged perpetrator will be allowed to address the Board, and the Board may call for the presence of such other persons deemed necessary. The Board will issue a decision within 30 working days for implementation by the administration. The Board secretary will give the compliance officer or acting compliance officer a copy of the appeal and decision. The person who filed the grievance, the victim if someone other than the victim filed the grievance, and the alleged perpetrator will be notified in writing, within five working days of the Board's decision, in accordance with law and district policy, regarding whether the Board determined that district policy was violated. The decision of the Board is final.

### Confidentiality and Records

To the extent permitted by law and in accordance with Board policy, the district will keep confidential the identity of the person filing a grievance and any grievance or other document that is generated or received pertaining to grievances. Information may be disclosed if necessary to further the investigation, appeal or resolution of a grievance, or if necessary to carry out disciplinary measures. The district will disclose information to the district's attorney, law enforcement, the CD and others when necessary to enforce this policy or when required by law. In implementing this policy, the district will comply with state and federal laws regarding the confidentiality of student and employee records. Information regarding any resulting employee or student disciplinary action will be maintained and released in the same manner as any other disciplinary record. The district will keep any documentation created in investigating the complaint including, but not limited to, documentation considered when making any conclusions, in accordance with the Missouri Secretary of State's retention manuals and as advised by the district's attorney.

### Training

The district will provide training to employees on identifying and reporting acts that may constitute discrimination, harassment or retaliation. The district will instruct employees to make all complaints to the district's compliance officer or acting compliance officer and will provide current contact information for these persons. The district will inform employees of the consequences of violating this policy and the remedies the district may use to rectify policy violations. All employees will have access to the district's current policy, required notices and complaint forms. The district will provide additional training to any person responsible for investigating potential discrimination, harassment or retaliation.

The district will provide information to parents/guardians and students regarding this policy and will provide age-appropriate instruction to students.

### **Drug-Free Workplace (Board Policy GBEBA)**

Student and employee safety is of paramount concern to the Board of Education. In recognition of the threat to safety posed by employee use or possession of drugs or alcohol, the Board of Education commits itself to a continuing good-faith effort to maintain a drug-free workplace. The Board of Education shall not tolerate the manufacture, use, possession, sale, distribution or being under the



influence of controlled substances, alcoholic beverages or unauthorized prescription medications by district employees on any district property; on any district-approved vehicle used to transport students to and from school or district activities; off district property at any district-sponsored or district-approved activity, event or function, such as a field trip or athletic event, where students are under the supervision of the school district; or during any period of time such employee is supervising students on behalf of the school district or is otherwise engaged in school district business.

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

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

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

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

The district will take appropriate disciplinary action within 30 days.

The district will institute a drug-free awareness program to inform employees of the dangerous and harmful nature of drug and alcohol abuse in the workplace, of this policy of maintaining a drug-free workplace, of available counseling and rehabilitation, and of the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

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

Upon the request of DESE or an agency of the United States, the district shall certify that it has adopted and implemented the drug prevention program described in this policy. The district shall conduct a biennial review of this policy to determine its effectiveness, implement necessary changes and ensure that the disciplinary sanctions are consistently enforced.

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



## **Compensation and Payroll**

### **Time and Attendance Reporting**

The Riverview Gardens School District is required by law to maintain an accurate record of time worked by hourly personnel. The district currently utilizes a timekeeping system for time and attendance reporting. All personnel are required to clock in and out of the system for all work performed on behalf of the district. The system serves as a timekeeping payroll tool for hourly employees and an attendance system for all certified and salaried staff.

Supervisors will be responsible for ensuring the timely and accurate submission of timekeeping records and data to the Payroll Department in accordance with the semi-monthly payroll calendars.

### **Overtime Compensation**

The Fair Labor Standards Act (FLSA) establishes minimum wage, overtime pay, record keeping, and child labor standards affecting full-time and part-time workers in the private sector in Federal, State and local governments. Riverview Gardens School District does not allow for compensatory time, however, for non-exempt employees, overtime is paid at the rate of 1.5 hours worked greater than 40 hours per work week.

Prior authorization must be obtained from your immediate supervisor before working overtime.

### **Payroll Periods**

The district encourages direct deposit of paychecks for all personnel. Deposits will be made into the respective employee's designated bank account(s) semi-monthly on the 5th and 20th day of each calendar month. If these days fall on a designated holiday or weekend, the deposit will be made or the check mailed or made available for pick-up on the day prior to the holiday or weekend break.

### **Salary Deductions (Board Policy DLB)**

The district will regularly pay employees for work performed and will not make deductions from salary except as required by law or in accordance with Board policy.

### **Voluntary Deductions**

The employee must authorize all voluntary deductions in writing. The district will deduct the administrative cost of compliance in addition to the deduction amounts authorized by the employee.

The Board may authorize voluntary payroll deductions from compensation earned by employees if ten or more employees so request. These deductions may be taken for, but are not limited to, credit unions, tax-sheltered annuities, individual retirement accounts (IRAs), membership dues, group insurance premiums or other voluntary contributions. The amount deducted will be remitted to the organization, company or association authorized by the employee. The Board shall not be responsible for any good-faith error in the administration of this service.

## **Involuntary Deductions**

The district will make all deductions as required by law and will make deductions when presented a garnishment, wage attachment or other legal order. The superintendent or designee may authorize an administrative fee for processing these mandatory deductions when allowed by law.

In addition, the district may make deductions from an employee's salary or wages for unauthorized absences, absences for which there is no paid leave or absences that exceed the paid leave provided to the employee. The district may also make deductions for disciplinary purposes, such as an unpaid suspension, in accordance with law and district policy.

The district may make deductions when an employee clearly owes the district money and the deduction does not otherwise violate the law.

Salary deductions for exempt employees shall be computed by dividing the salary, excluding extra-duty pay, by the number of days in the contract period. Deductions for nonexempt employees shall be based upon the hourly rate of the individual employee.

## **Improper Deductions**

The Board of Education prohibits improper pay deductions. Employees who believe that improper pay deductions have been taken should immediately report the concern to the payroll clerk. Employees will be reimbursed for improper deductions. If an employee's request for reimbursement is denied, the employee may appeal that decision by following the grievance procedure set forth in Board policy. Nothing in the policy shall prevent the district from properly charging absences against sick leave, personal leave or other such leave or from making deductions from pay for unapproved or unpaid absences, as established in Board policy.

## **Medicare Coverage and Social Security (FICA) Coverage**

The Social Security Protections Act of 2004 requires the district to provide a statement to employees hired January 1, 2005 or later in a job not covered under Social Security. The statement explains how a pension from the district could affect future Social Security benefits to which you may become entitled.

A retiree of a public retirement system is exempt from Social Security coverage if he or she is employed by the same employer or another employer who maintains the same retirement system that the retiree formerly participated in. However, if the retiree is hired into a position that is covered under a Section 218 Agreement, the retiree's services are covered for Social Security. All employees hired after March 31, 1986, are mandatorily covered for Medicare unless specifically excluded under [Section 210\(p\) of the Social Security Act](#).

Certified teachers working in a non-teaching covered position will pay into Social Security and 9.67% into retirement.

## Employee Leaves



### Annual Leaves (GCBDA)

Professional staff employees whose assignments call for 12 months of full-time employment will receive 12 days of annual leave. Professional staff employees whose assignments call for full-time employment only during the regular school term will receive ten days of annual leave. Support staff employees who work only when students are in the buildings will receive 9 days of annual leave. Unused annual leave will be cumulative to 100 leave days. An absence of over one through four hours shall be counted as a half-day of annual leave.

Staff who anticipate an absence, have a sudden illness or a similar emergency shall inform the principal as soon as possible, but not later than 1 hour prior to report time, and record that absence in the leave system. Staff can report their absence to the leave system by:

- Calling the AESOP system at 1-800-942-3767
- Or, online at <https://rgsd.k12.mo.us>  
AESOP is listed under the employee tab

All teachers should maintain adequate lesson plans to enable a substitute to take over a class with minimal amount of time lost and in continuation of the previous lesson.

#### 1) Sick

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

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

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

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

students. If schools are closed only to students, staff members are expected to work regular schedules or use appropriate leave.

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

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

## 2) Personal

A maximum of three days of annual leave may be used as personal leave. Absences may be charged against personal leave for the following reasons:

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

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

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

## 3) Bereavement Leave

When a death occurs in an employee's immediate family, he or she may take up to five days of annual leave to attend the funeral or make funeral arrangements. The district may require verification of the need for the leave. ("Immediate family" is previously defined in this section, #1.b. – Sick Leave.)

## 4) Professional Leave

Employees may use annual leave to attend classes or conferences, meet with mentors or participate in other approved professional growth activities. Professional leave must be approved by the superintendent or designee and arranged well in advance.

## **Vacation**

Professional staff employed on a 12-month basis will accumulate vacation days at the rate of .83 days per full month worked. Vacation can be used for all days other than those designated as holidays by the Special Administrative Board and those days that the Board has designated that the district shall otherwise be closed. In the event that all accrued vacation days cannot be used by June 30, the employee may, upon receiving written permission from the superintendent or designee, carry over of the maximum of five accrued vacation days to the next fiscal year to be used by December 31. Any accrued vacation days over the five-day maximum shall be lost.

Employees wishing to use vacation must submit a request in writing to the superintendent or designee and receive written authorization before taking vacation days. If the employee's absence may disrupt district operations, the superintendent or designee has the discretion to deny a request for vacation or to limit the time of year the employee may take his or her vacation.

If 12-month employment ends for any reason prior to June 30 including, but not limited to, resignation, termination for cause, reduction in force or elimination of position, the employee may be required to take any unused vacation upon notice of status change, except at the direction of the superintendent or designee.

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

## **Additional Leaves**

### **Jury Duty**

An employee will be granted paid leave for time spent responding to a summons for jury duty, time spent participating in the jury selection process or time spent actually serving on a jury. An employee will not be terminated, disciplined, threatened or otherwise subjected to adverse action because of the employee's receipt of or response to a jury summons.

### **Holidays**

The district will grant paid and unpaid holidays in accordance with the academic calendar adopted by the Board. Holidays may be modified or eliminated as needed when the academic calendar is changed due to inclement weather or for other reasons. Holidays may change from year to year. Any additional paid holiday(s) granted in one year creates no expectation or precedent for future holiday schedules.

### **Military Leave**

The Board shall grant military leave as required by law. Members of the National Guard or any reserve component of the U.S. Armed Forces who are engaged in the performance of duty or training will be entitled to a leave of absence of 120 hours in any federal fiscal year (October 1 – September 30) without impairment of efficiency rating or loss of time, pay, regular leave or any other rights or

benefits. Employees shall provide the district an official order verifying that they are required to report to duty.

#### Election Leave

Any employee who is appointed as an election judge pursuant to state law may be absent on any election day for the period of time required by the election authority. The employee must notify the district at least seven days prior to any election in which the employee will serve as an election judge. No employee will be terminated, disciplined, threatened or otherwise subjected to adverse action based on the employee's service as an election judge.

#### Leave to Vote

Employees who do not have three successive hours free from work while the polls are open will be granted a leave period of up to three hours to permit the employees three successive hours while the polls are open for the purpose of voting. Requests for such leave must be made prior to election day, and the employee's supervisors will designate when during the workday the leave should be taken. Any employee who properly requests leave to vote and uses the leave for that purpose will not be subject to discipline, termination or loss of wages or salary.

#### Leave for Court Subpoena

If the subpoena is directly related to the employee's school duties, the employee will be released for court appearance without loss of leave. Other court appearances will be deducted from personal leave.

#### Firefighter Leave

Employees will be allowed to use annual leave, vacation and/or unpaid leave for any time taken to respond to an emergency in the course of performing duties as a volunteer firefighter. For the purposes of this section, "volunteer firefighter" includes members of Missouri-1 Disaster Medical Assistance Team, Missouri Task Force One, Urban Search and Rescue Team or those activated by the Federal Emergency Management Agency (FEMA) in times of national disaster. Employees covered under this section shall not be terminated from employment for joining a volunteer fire department or for being absent from or late to work in order to respond to an emergency. Employees shall make every reasonable effort to notify the principal or supervisor if the employee may be absent from or late to work under this section. Employees are required to provide their supervisors with a written statement from the supervisor or acting supervisor of the volunteer fire department stating that the employee responded to an emergency along with the time and date of the emergency.

#### Crime Victim Leave

Any employee who is a crime victim, who witnesses a crime or who has an immediate family member who is a crime victim will not be required to use vacation or annual leave in order to honor a subpoena to testify in a criminal proceeding, attend a criminal proceeding or participate in the preparation of the criminal proceeding.

#### Civil Air Patrol and Coast Guard Auxiliary Leave

Any employee who is a member of Civil Air Patrol and has qualified for a Civil Air Patrol emergency service specialty or who is certified to fly counternarcotics missions shall be granted



unpaid leave to perform Civil Air Patrol emergency service duty or counternarcotics missions without loss of time, regular leave or any other rights or benefits in accordance with law. The leave is limited to 15 working days in any calendar year, but is unlimited when responding to a state- or nationally declared emergency in Missouri. The district may request that the employee be exempted from responding to a specific mission.

### **Professional Staff Long-Term Leaves and Absences (GCBDB)**

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

#### **Sabbatical Leaves of Absence**

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

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

#### **Military Leaves of Absence**

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

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

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

### **One-Year General Leaves of Absence**

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

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

## **Employee Benefits and Retirement**

### **Support Staff Fringe Benefits (Board Policy GDBC)**

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

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

### **Benefits Fully or Partially Paid by the District**

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

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

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

### **Health Insurance or Group Health Plan**

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

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

## **Benefits Provided by the District at Employee Expense**

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

### **403(b) Annuity Program**

The district offers participation in a 403(b) annuity program in accordance with law. The Riverview Gardens School District has selected and contracted with a third-party company to administer this program. A copy of the district's written plan is available in the central office. Selection and remodel of vendors and funding vehicles shall be in accordance with the policy recommended by the third-party administrator, which is incorporated by reference into this policy.

### **Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA) Requirements**

Medical, dental, vision, life, short-term disability, and long-term disability plan coverage ends on the last day of the month in which employment is terminated. However, in accordance with law, the district-sponsored health insurance or group health plan will allow for continuing coverage of employees and their spouses, former spouses or dependent children after certain qualifying events upon payment of the applicable premium. This obligation applies to both district-paid and employee-paid options. Qualifying events include, but are not limited to, employee resignation from the district, most situations involving employee termination and situations where an employee's hours have been reduced so that he or she no longer qualifies for district-paid health insurance or the group health plan. The district will provide notices as required by law.

### **Worker's Compensation Insurance (GBEA)**

Pursuant to state law, an employee of the Riverview Gardens School District who is injured, killed or who is exposed to and contracts any occupational disease arising out of and in the course of employment is eligible for compensation in accordance with this policy and the Missouri Workers' Compensation Law.

### **Reporting**

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

Upon receiving a report of an injury or illness, the supervisor will immediately forward the report to the superintendent or designee. The superintendent or designee will promptly forward a copy of the

report to the district's workers' compensation insurance carrier and will be responsible for keeping the carrier informed of the employee's status.

### **Use of Leave**

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

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

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

### **Medical Providers**

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

### **Loss of Benefits**

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

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

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

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

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

### **Unemployment Insurance**

All eligible school employees are covered by unemployment compensation and are subject to the provisions thereof.

### **Professional Staff Compensation (GCBA)**

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

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

### **All Professional Staff Salary Schedules**

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

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

- 1) The Board will make every effort to adopt salary schedules prior to the statutory deadline for issuing teacher and administrator contracts, but salary schedules and other compensation must be determined along with the district budget no later than June 30. Any salary schedule adopted by the Board will remain in effect and continue to operate until Board action is taken to change or eliminate the salary schedule.
- 2) The Board may freeze the operation of the salary schedule when warranted by the financial condition of the district or other relevant reasons, as determined by the Board. Once a salary schedule is frozen, employees will not advance on the salary schedule until a vote is taken by the Board authorizing movement on the salary schedule.
- 3) An employee may not advance more than one step vertically and one column horizontally per year on the salary schedule unless such movement is allowed by the rules adopted by the Board and is uniformly applicable to that particular salary schedule or is otherwise approved by the Board.

- 4) An employee cannot progress on the salary schedule after entering into a contract for a school year unless such movement is specifically authorized in the contract.
- 5) The district will recognize similar, previous experience of an employee when placing that employee on the salary schedule. The Board delegates to the superintendent or designee the authority to set guidelines on which previous experiences qualify. In addition, the district may recognize military service or work experience that the district considers beneficial to the position. It is the employee's responsibility to fully apprise the district of his or her relevant background when first being employed in the position. Once the employee is initially placed on the salary schedule, the district is under no obligation to review the placement.

### **Compensation for Extra Duties**

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

### **Employee Responsibility**

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

### **Compensation Disbursement**

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

## **Employee Responsibilities**



### **Attendance**

When a professional staff member is routinely tardy, frequently absent or is absent for an extended period of time, the learning environment and district operations deteriorate, and the students suffer.

Professional staff employees may be terminated for excessive absences or tardiness. Unless authorized by the Board or the superintendent or otherwise authorized by law, an employee's absence or tardiness is considered excessive if it:

- 1) Is for a reason not granted as paid or protected leave under Board policy.
- 2) Exceeds the number of days allotted by the Board for that particular leave.
- 3) Is for a reason authorized by Board policy but exceeds five days a month, 20 days in a semester or 40 days per school year.

Even if the absence or tardiness is authorized by the Board or the superintendent, if the absence or tardiness occurs for a reason not granted as paid leave under Board policy or if it exceeds the number of days the employee has been granted under a designated leave, the employee's salary will be docked.

### **Resignation of Professional Staff Members (Board Policy GCPB)**

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

#### **Employees without Contracts**

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

#### **Employees with Contracts**

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



Employees may notify the district that they will not accept a future employment contract or an extension of an existing contract by submitting a written resignation notice to the superintendent or designee at any time. The resignation is considered accepted once it is approved by the Board.

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

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

#### **Staff Conduct – Dress Code (GBCB-AP (1))**

The Board of Education expects that each professional and support staff member shall dress professionally and in a manner that will not interfere with the educational environment. We are involved in the profession of education, and we should strive for a level of dress consistent with the position and type of work we perform. Although "good taste" is often a matter of individual opinion, each staff member should dress so as not to offend others but to convey a professional image of our school district to all members of the community. Recognizing that there is a range of appropriate and professional dress for educational staff, we have provided the following guidelines to assist staff and administrators in determining appropriateness:

- 1) Clothing and footwear should be clean and in good condition. Footwear must also be functional and appropriate. No tennis shoes or flip flops are allowed.
- 2) Clothing should not attract inappropriate attention to the staff member; i.e., clothing that is too tight, too loose and/or too revealing.
- 3) Logos, designs and other writing on clothing should be appropriate to the school setting; i.e., no advertising for alcohol, tobacco, drugs; not sexually suggestive or provocative.
- 4) Casual pants, slacks, skirts and collared shirts are acceptable.
- 5) No jeans and tee shirts can be worn unless approved by the building principal or supervisor in unusual circumstances.
- 6) Spaghetti straps; shorts; low riding pants; shirts, blouses and dresses that do not cover the front, back, waist or midriff are not acceptable.
- 7) Jewelry affixed to the nose, tongue, cheek, lip or eyebrow is not appropriate.
- 8) Staff members are expected to choose the highest level of professional dress for formal occasions of interaction with parents and community members.
- 9) All district administrators and supervisors must maintain professional attire at all times. (Professional attire for male employees requires a shirt and tie.)

The above examples, while not all inclusive, serve as a guide to appropriate attire. Exceptions for appropriate attire may differ in different school situations. Any questions should be directed to the building principal who is responsible for maintaining the standard of appropriate school attire.

Reasonable accommodations shall be made by the building principal for employees who, because of a sincerely held religious belief or a disability, request a waiver for a particular part of this policy for dress or appearance.

### **Criminal Background Checks (Board Policy (GBEBC))**

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

#### **Definitions**

*Criminal Background Check* – A search of the Federal Bureau of Investigation's (FBI) criminal history files; the Missouri State Highway Patrol's (MSHP) criminal history database and sexual offender registry; the Family Care Safety Registry (FCSR) or the central registry of child abuse and neglect of the Children's Division (CD) of the Department of Social Services; Missouri Case.net; and other databases required by law or by the district.

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

#### **Employees**

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

- 1) A teacher is employed to work on a part-time or substitute basis within one year of having retired from the Riverview Gardens School District.
- 2) An employee or potential employee has had a background check conducted by another Missouri public school within the past year and the district receives a copy of the background check directly from the other district or obtains electronic access to the previous background check.
- 3) An employee or potential employee has successfully completed a criminal background check, including a check of the FCSR, as part of the professional license application process within one year prior to employment.

Any offer of employment is contingent upon the satisfactory outcome of the criminal background check, when required by the district. The district has the sole and absolute discretion to determine whether the outcome is satisfactory.

## **Drivers**

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

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

## **Volunteers**

The district will conduct a search of the MSHP's criminal history database and the FCSR or the CD's central registry of child abuse and neglect on all persons volunteering in positions where they will be left alone with a single child, and the superintendent may also require a search of the FBI's criminal history files. If the volunteer is a sponsor, advisor or coach of a district-sponsored activity, he or she must satisfactorily complete the criminal background check required of employees.

The superintendent or designee is directed to identify any additional volunteer positions in the district that will also require a criminal background check. The superintendent or designee must receive the results of the background check and officially approve the volunteer before he or she may begin service in the identified volunteer position.

## **Payment**

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

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

## **Updating Information**

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

The district may update all criminal background checks required under this policy at least every five years if the person is still volunteering or working for the district or working on district property. The

district may update the driving records for all drivers of district transportation every six months. Any employee refusing to submit to a background check may be disciplined or terminated. The district may decline to utilize the services of volunteers or contractors who refuse to participate.

### **District Notification**

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

### **Reporting Requirements**

The district will report to DESE when information is obtained that a certificated person has pled guilty or no contest to or been found guilty of a crime or offense, regardless of whether a sentence has been imposed, in this state, another state or another country that may put the person's certificate in jeopardy pursuant to Missouri law.

### **Confidentiality**

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

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

### **Consequences**

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

### **Personal Contact Information**

All employees shall have the responsibility of promptly notifying the Human Resources Department in writing of any changes in their name, address and/or telephone number. Forms are available in the Human Resources office.

### **Records Update**

At any time during the year, it is expected that if there is a change in data, teachers and staff will file the following materials or bring previously submitted materials up to date:

- 1) Teaching certificate
- 2) Current transcript of credits from colleges and universities
- 3) Personal data changes (i.e. marital status, name changes, dependent status...)

### **Staff Health and Safety (GBE)**

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

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

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

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

### **District Wellness Program (ADF)**

The Board recognizes the relationship between student well-being and student achievement as well as the importance of a comprehensive district wellness program. Therefore, the district will provide developmentally appropriate and sequential nutrition and health education as well as opportunities for physical activity. The wellness program will be implemented in a multidisciplinary fashion and will be evidence based.

## **Wellness Committee**

The district will establish a wellness committee that consists, if available, of at least one parent, student, nurse or other school health professional, physical education teacher, counselor, school food service representative, physical educator, Board member, school administrator, member of the public, and other community members as appropriate.

Committee meeting dates and agendas will be posted on the district's website in advance of each meeting and advertised in a manner designed to reach students, staff and members of the community. All wellness committee meeting agendas will include a public comment period in which students, staff and members of the community are encouraged to provide input on the district's wellness program. Meetings, records and votes of the wellness committee will adhere to the requirements of the Missouri Sunshine Law.

## **Wellness Program Coordinator**

The Health and Wellness Coordinator is designated as the wellness program coordinator. Only employees of the district who are members of the wellness committee may serve as wellness program coordinators. The wellness coordinator, in consultation with the wellness committee, will be in charge of implementation and evaluation of this policy.

The wellness program coordinator is responsible for ensuring that each school in the district is in compliance with this policy.

## **Nutrition Guidelines**

The nutrition guidelines outlined in this section do not apply to food or beverages brought from home by students for consumption solely by the student or food or beverages created or used by students as part of the district's instructional program.

It is the policy of the Riverview Gardens School District that all foods and beverages sold to students during the school day on any property under the jurisdiction of the district will meet the U.S. Department of Agriculture (USDA) school meal and Smart Snacks in School (Smart Snacks) nutrition standards. These nutrition standards apply to all food and beverages sold to students, including those sold in vending machines, school stores and through district-sponsored fundraisers, unless an exemption applies. In addition, the Smart Snacks standards apply to all food and beverages provided, but not sold, to students outside the reimbursable school meals program during the school day. For the purposes of this policy, the school day is the time period from the midnight before to 30 minutes after the official school day.

## **Nutrition Promotion and Education**

The district will provide nutrition education aligned with the Missouri Learning Standards and Grade-Level Expectations (GLEs) in health and physical education in all grades. In addition, the district will disseminate nutrition messages and other nutrition-related materials received from the USDA to students, staff and the community through a variety of media and methods. The wellness

program coordinator, in consultation with the wellness committee, will develop procedures that address nutrition education and promotion.

### **Physical Activity and Education**

The district's physical activity goal is to assist students in learning to value and enjoy physical activity as an ongoing part of a healthy lifestyle by ensuring that every student has the opportunity to develop the knowledge and skills necessary to perform a variety of physical activities, maintain physical fitness and regularly participate in physical activity. The wellness committee, in consultation with the health and physical education curriculum committee, will continually evaluate the curriculum with the goal of progressing toward higher standards. In order to comply with state law, the district will develop a sequential program of appropriate physical education for every student.

### **Other School-Based Activities**

The wellness program coordinator(s), in consultation with the wellness committee, are charged with developing procedures addressing other school-based activities to promote wellness.

### **Assessment**

The local wellness program will be assessed at least once every three years. The assessment will measure the district's level of compliance with implementing the local wellness program, including compliance levels in each of the district's schools; the extent to which the district's policy compares to model wellness policies; and a description of the progress made in attaining the goals of the program. The wellness program coordinator will report the results of assessments to the Board, and the results of each assessment will be made available to the public on the district's website and by other appropriate means. The wellness program coordinator will make recommendations for modifications to the wellness policy in accordance with these assessments, and the Board will revise the wellness policy as it deems necessary based on these recommendations. Administrative procedures will be revised accordingly.

### **Records**

The wellness program coordinator will maintain records necessary to document compliance with law, including a copy of the policy; documentation of community involvement, including sign-in sheets or other documentation of the names of those who provided input to the committee; documentation of triennial assessments; and documentation that assessment findings were shared with the public.

### **Communicable Diseases (Board Policy EBB)**

The Riverview Gardens School District School Board recognizes its responsibility to protect the health of students and employees from the risks posed by communicable diseases. The Board also has a responsibility to protect individual privacy, educate all students regardless of medical condition and treat students and employees in a nondiscriminatory manner.

## **Immunization**

In accordance with law, students cannot attend school without providing satisfactory evidence of immunization, unless they are exempted from immunization.

## **Universal Precautions**

The district requires all staff to routinely employ universal precautions to prevent exposure to disease-causing organisms. The district will provide the necessary equipment and supplies to implement universal precautions.

## **Categories of Potential Risk**

Students or employees with communicable diseases that pose a risk of transmission in school or at school activities (such as, but not limited to, chicken pox, influenza and conjunctivitis) will be managed as required by law and in accordance with guidelines provided by the Department of Health and Senior Services (DHSS) and local county or city health departments. Such management may include, but is not limited to, exclusion from school or reassignment as needed for the health and safety of students and staff. The district will implement reporting and disease outbreak control measures in accordance with the provisions of the Missouri Department of Health publication, "Prevention and Control of Communicable Diseases: A Guide for School Administrators, Nurses, Teachers and Day Care Operators," a copy of which shall be on file in the offices of the superintendent and in the office of each school nurse.

If an employee contracts a communicable disease, it may be necessary to exclude that employee from work to protect the health and safety of students and district staff. An employee may be excluded from work if the employee 1) has, or has been exposed to, an acute or chronic contagious or infectious disease, and 2) is likely to transmit the contagious or infectious disease, unless the Board of Education or its designee has determined, based upon substantial medical evidence, that the employee:

- 1) No longer has the disease or is no longer in the contagious or infectious stage of a disease; or
- 2) Has a chronic infectious disease that poses little risk of transmission in the school environment if necessary and reasonable precautions are taken.

School officials may require an employee suspected of having a contagious or infectious disease to be examined by a physician chosen by the district and at district expense. The district may exclude the employee from work so long as there is a substantial risk of transmission of the disease in the school environment.

Students or employees infected with chronic communicable diseases that do *not* pose a risk of transmission in school or at school activities (such as, but not limited to, hepatitis B virus or HIV) shall be allowed to attend school or continue to work without any restrictions based solely on the infection. The district will not require any medical evaluations or tests for such diseases.



## **Exceptional Situations**

There are certain specific types of conditions, such as frequent bleeding episodes or uncoverable, oozing, skin lesions that could potentially be associated with transmission of both bloodborne and nonbloodborne pathogens. In the case of students, certain types of behaviors, such as biting or scratching, may also be associated with transmission of pathogens.

Students who exhibit such behaviors or conditions may be educated in an alternative educational setting or, if appropriate, disciplined in accordance with the discipline code. In the case of a student with a disability, the Individualized Education Program (IEP) team or 504 team will make any change of placement decisions.

Employees who exhibit such conditions will not be allowed to work until the condition is resolved or appropriately controlled in a way that minimizes exposure.

## **Confidentiality**

The superintendent or designee shall ensure that confidential student and employee information is protected in accordance with law. Medical information about an individual, including an individual with HIV, will only be shared with district employees who have a reasonable need to know the identity of the individual in order to provide proper health care or educational services. Examples of people who may need to know a student's medical information are the school nurse and the IEP or 504 team if applicable. An example of an individual who may need to know an employee's medical information is the employee's immediate supervisor, if accommodations are necessary.

All medical records will be maintained in accordance with law and Board policy. Willful or negligent breach of confidentiality may result in disciplinary action, including termination.

## **Reporting and Disease Outbreak Control**

Reporting and disease outbreak control measures will be implemented in accordance with state and local law, DHSS rules governing the control of communicable diseases and other diseases dangerous to public health, and any applicable rules distributed by the appropriate county or city health department.

## **Notification**

Missouri state law provides that superintendents who supply a copy of this policy, adopted by the district Board of Education, to DHSS shall be entitled to confidential notice of the identity of any district student reported to DHSS as HIV-infected and known to be enrolled in the district. Missouri law also requires the parent or guardian to provide such notice to the superintendent.

## **Use of Tobacco Products and Imitation Tobacco Products (AH)**

To promote the health and safety of all students and staff and to promote the cleanliness of district property, the district prohibits all employees, students and patrons from smoking or using tobacco products, electronic cigarettes or imitation tobacco or cigarette products in all district facilities, on district transportation, on all district grounds at all times and at any district-sponsored event or activity while off campus. This prohibition extends to all facilities the district owns, contracts for or leases to provide educational services, routine healthcare, daycare or early childhood development services to children. This prohibition does not apply to any private residence or any portion of a facility that is used for inpatient hospital treatment of individuals dependent on, or addicted to, drugs or alcohol in which the district provides services.

Students and employees who violate this policy will be disciplined in accordance with applicable Board policies and may be offered referrals to smoking cessation programs. Employees may be terminated for repeated violations. Visitors who violate this policy may be asked to leave or may face other consequences in accordance with district policies and procedures.

### **Enforcement**

#### ***Students***

Any violation of this policy by students shall be referred to the principal or other supervisor in charge of the school unit in which the violation occurs. Students who violate provisions of this policy shall be subject to rules and regulations pertaining to student discipline in effect at the individual school unit.

#### ***Staff***

It is recognized that staff members have the right to make choices concerning lifestyle. It is also recognized, however, that teachers and other staff members serve as role models for students. Administrative staff shall be responsible for correcting violations should any occur.

#### ***Citizens***

Citizens who are observed smoking or using tobacco products on district property shall be asked to refrain from the use of tobacco on district property. If the individual fails to comply with the request, his or her violation of policy may be referred to the building principal or other district supervisory personnel responsible for the area or program during which the violation occurred. The supervisor shall make a decision on further action that may include a directive to leave district property. Repeated violations may result in a recommendation to the superintendent to prohibit the individual from entering district property for a specified period of time. If deemed necessary by district administration, the local law enforcement agency may be called upon to assist with enforcement of this policy.

### **Employee Walkouts, Strikes, and Other Disruptions (HPA)**

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

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

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

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

### **Emergency School Closing/Inclement Weather Days**

When it becomes necessary to close schools due to inclement weather or other emergencies, all 12 month support staff will continue with their regular work assignments unless otherwise informed by supervisor. Failure to report may result in a deduction in pay for the period.

Custodial and grounds crews will assist in snow removal from sidewalks, entrances and parking lots, if applicable. Following the removal, they will return to their regularly assigned duties and work their normal schedule.

### **Disaster Plans and Emergency Warnings**

School disaster plans are reviewed at the beginning of each school year. Disaster drills will be scheduled at intervals to ensure a high standard of safety preparedness and in following District and State guidelines. Each classroom is required to have all emergency procedures and directions posted by the entry door.

### **Technology Usage (Board Policy EHB)**

The Riverview Gardens School District's technology exists for the purpose of enhancing the educational opportunities and achievement of district students. Research shows that students who

have access to technology improve achievement. In addition, technology assists with the professional enrichment of the staff and increases engagement of students' families and other patrons of the district, all of which positively impact student achievement. The district will periodically conduct a technology census to ensure that instructional resources and equipment that support and extend the curriculum are readily available to teachers and students.

The purpose of this policy is to facilitate access to district technology and to create a safe environment in which to use that technology. Because technology changes rapidly and employees and students need immediate guidance, the superintendent or designee is directed to create procedures to implement this policy and to regularly review those procedures to ensure they are current.

## **Definitions**

For the purposes of this policy and related procedures and forms, the following terms are defined:

*Technology Resources* – Technologies, devices and services used to access, process, store or communicate information. This definition includes, but is not limited to: computers; modems; printers; scanners; fax machines and transmissions; telephonic equipment; mobile phones; audio-visual equipment; Internet; electronic mail (e-mail); electronic communications devices and services, including wireless access; multi-media resources; hardware; and software. Technology resources may include technologies, devices and services provided to the district by a third party.

*User* – Any person who is permitted by the district to utilize any portion of the district's technology resources including, but not limited to, students, employees, School Board members and agents of the school district.

*User Identification (ID)* – Any identifier that would allow a user access to the district's technology resources or to any program including, but not limited to, e-mail and Internet access.

*Password* – A unique word, phrase or combination of alphabetic, numeric and non-alphanumeric characters used to authenticate a user ID as belonging to a user.

## **Authorized Users**

The district's technology resources may be used by authorized students, employees, School Board members and other persons approved by the superintendent or designee, such as consultants, legal counsel and independent contractors. All users must agree to follow the district's policies and procedures and sign or electronically consent to the district's User Agreement prior to accessing or using district technology resources, unless excused by the superintendent or designee.

Use of the district's technology resources is a privilege, not a right. No potential user will be given an ID, password or other access to district technology if he or she is considered a security risk by the superintendent or designee.

## **User Privacy**

A user does not have a legal expectation of privacy in the user's electronic communications or other activities involving the district's technology resources including, but not limited to, voice mail, telecommunications, e-mail and access to the Internet or network drives. By using the district's network and technology resources, all users are consenting to having their electronic communications and all other use monitored by the district. A user ID with e-mail access will only be provided to authorized users on condition that the user consents to interception of or access to all communications accessed, sent, received or stored using district technology.

Electronic communications, downloaded material and all data stored on the district's technology resources, including files deleted from a user's account, may be intercepted, accessed, monitored or searched by district administrators or their designees at any time in the regular course of business. Such access may include, but is not limited to, verifying that users are complying with district policies and rules and investigating potential misconduct. Any such search, access or interception shall comply with all applicable laws. Users are required to return district technology resources to the district upon demand including, but not limited to, mobile phones, laptops and tablets.

## **Technology Administration**

The Board directs the superintendent or designee to assign trained personnel to maintain the district's technology in a manner that will protect the district from liability and will protect confidential student and employee information retained on or accessible through district technology resources.

Administrators of district technology resources may suspend access to and/or availability of the district's technology resources to diagnose and investigate network problems or potential violations of the law or district policies and procedures. All district technology resources are considered district property. The district may remove, change or exchange hardware or other technology between buildings, classrooms or users at any time without prior notice. Authorized district personnel may install or remove programs or information, install equipment, upgrade any system or enter any system at any time.

## **Content Filtering and Monitoring**

The district will monitor the online activities of minors and operate a technology protection measure ("content filter") on the network and all district technology with Internet access, as required by law. In accordance with law, the content filter will be used to protect against access to visual depictions that are obscene or harmful to minors or are child pornography. Content filters are not foolproof, and the district cannot guarantee that users will never be able to access offensive materials using district equipment. Evading or disabling, or attempting to evade or disable, a content filter installed by the district is prohibited.

The superintendent, designee or the district's technology administrator may fully or partially disable the district's content filter to enable access for an adult for bona fide research or other lawful purposes. In making decisions to fully or partially disable the district's content filter, the

administrator shall consider whether the use will serve a legitimate educational purpose or otherwise benefit the district.

The superintendent or designee will create a procedure that allows students, employees or other users to request that the district review or adjust the content filter to allow access to a website or specific content.

### **Online Safety, Security and Confidentiality**

In addition to the use of a content filter, the district will take measures to prevent minors from using district technology to access inappropriate matter or materials harmful to minors on the Internet. Such measures shall include, but are not limited to, supervising and monitoring student technology use, careful planning when using technology in the curriculum, and instruction on appropriate materials. The superintendent, designee and/or the district's technology administrator will develop procedures to provide users guidance on which materials and uses are inappropriate, including network etiquette guidelines.

All students will be instructed on safety and security issues, including cyberbullying awareness/response, appropriate online behavior and the dangers of sharing personal information about themselves or others when using e-mail, social media, chat rooms or other forms of direct electronic communication. This instruction will occur in the district's computer courses, courses in which students are introduced to the computer and the Internet, or courses that use the Internet in instruction. Students are required to follow all district rules when using district technology resources and are prohibited from sharing personal information online unless authorized by the district.

All district employees must abide by state and federal law and Board policies and procedures when using district technology resources to communicate information about personally identifiable students to prevent unlawful disclosure of student information or records.

All users are prohibited from using district technology to gain unauthorized access to a technology system or information; connect to other systems in evasion of the physical limitations of the remote system; copy district files without authorization; interfere with the ability of others to utilize technology; secure a higher level of privilege without authorization; introduce computer viruses, hacking tools, or other disruptive/destructive programs onto district technology; or evade or disable a content filter.

### **Closed Forum**

The district's technology resources are not a public forum for expression of any kind and are to be considered a closed forum to the extent allowed by law. The district's webpage will provide information about the school district, but will not be used as an open forum.

All expressive activities involving district technology resources that students, parents/guardians and members of the public might reasonably perceive to bear the imprimatur of the district and that are designed to impart particular knowledge or skills to student participants and audiences are considered curricular publications. All curricular publications are subject to reasonable prior restraint, editing

and deletion on behalf of the school district for legitimate pedagogical reasons. All other expressive activities involving the district's technology are subject to reasonable prior restraint and subject matter restrictions as allowed by law and Board policies.

### **Inventory and Disposal**

The district will regularly inventory all district technology resources in accordance with the district's policies on inventory management. Technology resources that are no longer needed will be disposed of in accordance with law and district policies and procedures related to disposal of surplus property.

### **Violations of Technology Usage Policies and Procedures**

Use of technology resources in a disruptive, inappropriate or illegal manner impairs the district's mission, squanders resources and shall not be tolerated. Therefore, a consistently high level of personal responsibility is expected of all users granted access to the district's technology resources. Any violation of district policies or procedures regarding technology usage may result in temporary, long-term or permanent suspension of user privileges. User privileges may be suspended pending investigation into the use of the district's technology resources.

Employees may be disciplined or terminated, and students suspended or expelled, for violating the district's technology policies and procedures. Any attempted violation of the district's technology policies or procedures, regardless of the success or failure of the attempt, may result in the same discipline or suspension of privileges as that of an actual violation. The district will cooperate with law enforcement in investigating any unlawful use of the district's technology resources.

### **Damages**

All damages incurred by the district due to a user's intentional or negligent misuse of the district's technology resources, including loss of property and staff time, will be charged to the user. District administrators have the authority to sign any criminal complaint regarding damage to district technology. Additionally, if equipment is lost or stolen while offsite, users are responsible for replacing via personal check, cash, payroll deduction or an insurance (homeowner's or car) policy. Restitution is to be made within 60 days. If appropriate arrangements are not made, the district reserves the right to payroll deduct the original purchase price.

### **No Warranty/No Endorsement**

The district makes no warranties of any kind, whether expressed or implied, for the services, products or access it provides. The district's technology resources are available on an "as is, as available" basis.

The district is not responsible for loss of data, delays, nondeliveries, misdeliveries or service interruptions. The district does not endorse the content nor guarantee the accuracy or quality of information obtained using the district's technology resources.

## **Computer Software Licensing/Copying**

The District will adhere to the provisions of copyright laws concerning computer software and computer software licensing agreements. Employees will adhere to the provisions of the District computer software licensing agreements and copyright laws that pertain to use and misuse.

## **Staff/Student Relations (GBH)**

### **Definitions**

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

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

*Student* – Individuals currently enrolled in the Riverview Gardens School District.

### **General**

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

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

### **Absolute Prohibitions**

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

- 1) Touching, caressing, fondling or kissing students in a sexual or sexually intimate manner.
- 2) Dating a student or discussing or planning a future romantic or sexual relationship with a student. The district may presume that this provision has been violated if a staff member begins a dating or sexual relationship with a student immediately after graduation or immediately after a student has left the district.
- 3) Making sexual advances toward a student or engaging in a sexual relationship with a student.
- 4) Engaging in any conduct that constitutes illegal harassment or discrimination as defined in policy AC or that could constitute a violation of that policy if pervasive.



- 5) Engaging in any conduct that violates Board policies, regulations or procedures or constitutes criminal behavior.

### **Exceptions to This Policy**

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

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

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

### **Failure to Maintain Boundaries**

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

- 1) Being alone with a student in a room with a closed or locked door or with the lights off. Counselors or others who need to work with students confidentially must discuss with their supervisors the appropriate manner of meeting with students.
- 2) Meeting students in nonwork settings without the parent/guardian being present, even if the parent/guardian grants permission.
- 3) Associating with students in any setting where students are provided, are consuming or are encouraged to use or consume alcohol, tobacco, drugs or any other product or service prohibited to minors.
- 4) Communicating with students about sexual topics verbally or by any form of written, pictorial or electronic communication.
- 5) Discussing the staff member's personal problems with or in the presence of students.
- 6) Sponsoring parties for students outside of school unless as part of an extracurricular activity that is appropriately supervised by additional staff members.
- 7) Inviting students to the staff member's home.
- 8) Being present when students are fully or partially nude.
- 9) Sending students on personal errands.

- 10) Allowing a student to drive the staff member's vehicle.
- 11) Providing a student (other than the staff member's children, stepchildren or other children living in the staff member's home) transportation in the staff member's personal vehicle without a supervisor's approval, unless another staff member or the student's parent/guardian is also present in the vehicle.
- 12) Allowing any student to engage in behavior that would not be tolerated if done by other similarly situated students.
- 13) Giving gifts to individual students.
- 14) Frequently pulling a student from another class or activity to be with the staff member.

### **Electronic Communication**

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

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

1. When communicating electronically with students for educational purposes, staff members must use district-provided devices, accounts and forms of communication (such as computers, phones, telephone numbers, e-mail addresses and district-sponsored webpages or social networking sites), when available. If district-provided devices, accounts and forms of communication are unavailable, staff members communicating electronically with students must do so in accordance with number two below. Staff members may communicate with students using district-provided forms of communication without first obtaining supervisor approval. These communications may be monitored. With district permission, staff members may establish websites or other accounts on behalf of the district that enable communications between staff members and students or parents/guardians. Any such website or account is considered district sponsored and must be professional and conform to all district policies, regulations and procedures.
2. A staff member's supervisor may authorize a staff member to communicate with students using the staff member's personal telephone numbers, addresses, webpages or accounts (including, but not limited to, accounts used for texting) to organize or facilitate a district-sponsored class or activity if the communication is determined necessary or beneficial, if a district-sponsored form of communication is not available, and if the communication is related to the class or

activity. The district will provide notification to the parents/guardians of students participating in classes or activities for which personal electronic communications have been approved. Staff members may be required to send the communications simultaneously to the supervisor if directed to do so. Staff members are required to provide their supervisors with all education-related communications with district students upon request.

3. Staff use of any electronic communication is subject to the district's policies, regulations and procedures including, but not limited to, policies, regulations, procedures and legal requirements governing the confidentiality and release of information about identifiable students. Employees who obtain pictures or other information about identifiable students through their connections with the district are prohibited from posting such pictures or information on personal websites or personal social networking websites without permission from a supervisor.
4. The district discourages staff members from communicating with students electronically for reasons other than educational purposes. When an electronic communication is not for educational purposes, the section of this policy titled "Exceptions to This Policy" applies, and if concerns are raised, the staff member must be prepared to demonstrate that the communications are appropriate. This policy does not limit staff members from communicating with their children, stepchildren or other persons living within the staff member's home who happen to be students of the district.

### **Consequences**

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

### **Reporting**

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

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

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

## **Training**

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

## **Electronic Communications**

The district's policies, regulations, procedures and expectations regarding in-person communications at school and during the school day also apply to electronic communications for educational purposes, regardless of when those communications occur.

## **Student Dress Code (JFCA)**

The Board of Education recognizes the value of allowing individual student expression as well as the necessity of protecting student health and safety and maintaining an atmosphere conducive to education. Student dress code procedures must be designed with the goal of balancing these competing interests.

All dress code procedures will adhere to health and safety codes and comply with applicable law. Dress that materially disrupts the educational environment will be prohibited. No procedure will impose dress and grooming rules based on gender in violation of Title IX. District procedures will specifically define ambiguous terms, and examples will be provided when practicable.

## **Hazing and Bullying (JFCF)**

### **General**

In order to promote a safe learning environment for all students, the Riverview Gardens School District prohibits all forms of bullying. The district also prohibits reprisal or retaliation against any person who reports an act of bullying among or against students.

### **Definitions**

*Bullying* – In accordance with state law, bullying is defined as intimidation, unwanted aggressive behavior, or harassment that is repetitive or is substantially likely to be repeated and causes a reasonable student to fear for his or her physical safety or property; that substantially interferes with the educational performance, opportunities or benefits of any student without exception; or that substantially disrupts the orderly operation of the school. Bullying includes, but is not limited to: physical actions, including violence, gestures, theft, or property damage; oral, written, or electronic communication, including name-calling, put-downs, extortion, or threats; or threats of reprisal or retaliation for reporting such acts.

*Cyberbullying* – A form of bullying committed by transmission of a communication including, but not limited to, a message, text, sound or image by means of an electronic device including, but not limited to, a telephone, wireless telephone or other wireless communication device, computer or pager. The district has jurisdiction over cyberbullying that uses the district's technology resources or

that originates on district property, at a district activity or on district transportation. Even when cyberbullying does not involve district property, activities or technology resources, the district will impose consequences and discipline for those who engage in cyberbullying if there is a sufficient nexus to the educational environment, the behavior materially and substantially disrupts the educational environment, the communication involves a threat as defined by law, or the district is otherwise allowed by law to address the behavior.

*School Day* – A day on the school calendar when students are required to attend school.

### **Designated Officials**

The principal of each building is hereby designated as the individual to receive and investigate reports of bullying. Each building principal shall designate at least two teachers or administrators in the building who are authorized to receive and investigate reports of bullying in the principal's absence or at the principal's discretion.

The district compliance officer appointed in policy AC will serve as the districtwide antibullying coordinator. The antibullying coordinator will receive all completed investigative reports from all buildings and analyze the reports to identify any information that would inform the district's antidiscrimination and antibullying education and training programs. In addition, the antibullying coordinator will assist in making any relevant reports as required by state and federal law.

### **Reporting Bullying**

School employees, substitutes or volunteers are expected to intervene to prevent student bullying, appropriately discipline the perpetrator, assist the victim and report the incident to the building principal or designee for further investigation and action. Any school employee, substitute or volunteer who witnesses or has firsthand knowledge of bullying of a student must report the incident to the building principal or designee as soon as possible, but no later than two school days after the incident.

Students who have been subjected to bullying, or who have witnessed or have knowledge of bullying, are encouraged to promptly report such incidents to a school employee. Any school employee receiving such a report shall promptly transmit the report to the building principal or designee.

If the bullying incident involves students from more than one district building, the report should be made to the principal or designee of the building in which the incident took place or, if more appropriate, to the principal or designee of the building attended by the majority of the participants in the incident.

### **Investigation**

Within two school days of receiving a report of bullying, the principal or designee will initiate an investigation of the incident. Reports that involve students from multiple buildings will be investigated cooperatively by the principals of each building involved, or those principals may

request that the district's compliance officer designated in policy AC conduct the investigation. If at any time during the investigation the principal determines that the bullying involves illegal discrimination, harassment or retaliation as described in policy AC, the principal will report the incident to the compliance officer designated in that policy, who will assist in the investigation. If the alleged bullying involves a special education student or a student with disabilities, the principal will also notify the special education director.

The investigation shall be completed within ten school days of the date the report of bullying was received unless good cause exists to extend the investigation. Upon completion of the investigation, the principal will decide whether bullying or harassment occurred and, if so, whether additional discipline is warranted in accordance with the district's student discipline code. The principal will generate a written report of the investigation and findings and send a copy of the completed report to the district's antibullying coordinator. The principal or designee will document the report in the files of the victim and the alleged or actual perpetrator of bullying. All reports will be kept confidential in accordance with state and federal law.

If the incident involved allegations of illegal discrimination or harassment, the principal's decision may be appealed in accordance with policy AC. Student discipline may be appealed when allowed by law in accordance with Board policy.

The principal or other appropriate district staff will work with victims and their families to access resources and services to help them deal with any negative effects that resulted from the incident.

### **Consequences**

Students who participate in bullying or who retaliate against anyone who reports bullying will be disciplined in accordance with the district's discipline code. Such discipline may include detention, in-school suspension, out-of-school suspension, expulsion, removal from participation in activities, exclusion from honors and awards, and other consequences deemed appropriate by the principal or superintendent. The district will also contact law enforcement when required by law or notify social media companies of inappropriate online activity when appropriate.

Even in situations where the district does not have jurisdiction to discipline a student for bullying, such as when the acts take place off campus and there is an insufficient nexus to the district, the principal or designee will take appropriate actions to assist student victims. Such actions may include, but are not limited to, contacting the parents/guardians of the victim and the alleged perpetrators, communicating that this behavior is not allowed on district grounds or at district activities, notifying the appropriate district staff to assist the victim, and taking additional action when appropriate, such as notifying law enforcement or social media companies of inappropriate online activity.

District employees and substitutes who violate this policy will be disciplined or terminated. Discipline may include suspension with or without pay, a negative evaluation, prohibition from being on district property or at district activities, mandated training or other appropriate remedial action. Volunteers who violate this policy will no longer be permitted to volunteer.

## **Policy Publication**

The district shall annually notify students, parents/guardians, district employees, substitutes and volunteers about this policy and the district's prohibition against bullying. A copy of this policy shall be included in student handbooks and posted on the district's website.

## **Training and Education**

The district's antibullying coordinator will provide information and appropriate training designed to assist employees, substitutes and volunteers who have significant contact with students in identifying, preventing and responding to incidents of bullying.

The district will provide education and information about bullying and this policy to students every year. The principal of each school, in consultation with school counselors and other appropriate school employees, will determine the best methods for facilitating the discussion. Methods may include, but are not limited to: assemblies; homeroom presentations; class meetings; team or club meetings; special presentations by counselors, social workers or mental health professionals; and open-house events. When practical, parents/guardians will be invited to attend.

In addition to educating students about the content of this policy, the district will inform students of:

1. The procedure for reporting bullying.
2. The harmful effects of bullying.
3. Any initiatives the school or district has created to address bullying, including student peer-to-peer initiatives.
4. The consequences for those who participate in bullying or engage in reprisal or retaliation against those who report bullying.

School counselors, social workers, mental health professionals, school psychologists or other appropriate district staff will educate students who are victims of bullying about how to overcome the negative effects of bullying including, but not limited to:

1. Cultivating the student's self-worth and self-esteem.
2. Teaching the student to defend him- or herself assertively and effectively without violence.
3. Helping the student develop social skills.
4. Encouraging the student to develop an internal locus of control.

## **Additional School Programs and Resources**

The Board directs the superintendent or designee to implement programs and other initiatives to address bullying, respond to such conduct in a manner that does not stigmatize the victim, and make resources or referrals available to victims of bullying. Such initiatives may include educating parents/guardians and families on bullying prevention and resources.

## **Searches of Students (JFG)**

### **Searches by School Personnel**

School lockers, desks and other district property are provided for the convenience of students and, as such, are subject to periodic inspection without notice.

Student property may be searched based on reasonable suspicion of a violation of district rules, policy or law. Reasonable suspicion must be based on facts known to the administration, credible information or reasonable inference drawn from such facts or information. Searches of student property shall be limited in scope based on the original justification of the search. The privacy and dignity of students shall be respected. Searches shall be carried out in the presence of adult witnesses and not in front of other students, unless exigent circumstances exist.

It is a privilege, not a right, to park on school grounds. The school retains the authority to conduct routine patrols of any vehicle parked on school grounds. The interior of a student's automobile on school premises may be searched if the school authority has reasonable suspicion to believe that such a search will produce evidence that the student has violated or is violating either the law or district policy.

The administration will contact law enforcement officials to perform a search if the administration reasonably suspects that a student is concealing controlled substances, drug paraphernalia, weapons, stolen goods or evidence of a crime beneath his or her clothing and the student refuses to surrender such items. Law enforcement officials may be contacted for assistance in performing a search in any case in which a student refuses to allow a search or in which the search cannot safely be conducted.

School employees and volunteers, other than commissioned law enforcement officers, shall not strip search students, as defined in state law, except in situations where an employee reasonably believes that the student possesses a weapon, explosive or substance that poses an imminent threat of physical harm to the student or others and a commissioned law enforcement officer is not immediately available. If a student is strip searched, as defined in state law, by a school employee or a commissioned law enforcement officer, the district will attempt to notify the student's parents/guardians as soon as possible.

During an examination, and if reasonable under the circumstances, school employees may require students to empty pockets or remove jackets, coats, shoes and other articles of exterior clothing that when removed do not expose underwear. Employees may also remove student clothing to investigate the potential abuse or neglect of a student, give medical attention to a student, provide health services to a student or screen a student for medical conditions.

### **School Resource Officers**

The school resource officer (SRO) may interview or question students regarding an alleged violation of law. A school resource officer may also accompany school officials executing a search or may perform searches under the direction of school officials.



## **Interview with Police or Juvenile Officers/Other Law Enforcement Officials**

Law enforcement officials may wish to interview students regarding their knowledge of suspected criminal activity and may wish to interrogate students who are themselves suspected of engaging in criminal activity. Such interviews and interrogations are discouraged during class time, except when law enforcement officials have a warrant or other court order or when an emergency or other exigent circumstances exist. It is the responsibility of the principal or designee to take reasonable steps to prevent disruption of school operations while at the same time cooperating with law enforcement efforts.

When law enforcement officials find it necessary to question students during the school day or during periods of extracurricular activities, the school principal or designee will be present and the interview will be conducted in private. The principal will verify and record the identity of the officer or other authority and request an explanation of the need to question or interview the student at school. The principal ordinarily will make reasonable efforts to notify the student's parents/guardians unless the interviewer raises a valid objection to the notification.

## **Removal of Students from School by Law Enforcement Officials**

Before a student at school is arrested or taken into custody by a law enforcement official or other legally authorized person, the principal will verify the official's identity. To the best of his or her ability, the principal will verify the official's authority to take custody of the student. The school principal will attempt to notify the student's parents/guardians that the student is being removed from school.

## **Interview with the Children's Division**

Representatives of the Children's Division (CD) of the Department of Social Services may meet with students on campus. The district liaison will work with CD to arrange such meetings so they are minimally disruptive to the student's schedule. If the student is an alleged victim of abuse or neglect, CD may not meet with the student in any school building or child care facility where the abuse of the student allegedly occurred. The principal will verify and record the identity of any CD representatives who request to meet with or take custody of a student.

## **Contacts by Guardian Ad Litem and Court-Appointed Special Advocate**

When a court-appointed guardian ad litem or special advocate finds it necessary to interview a student during the school day or during periods of extracurricular activities, the school principal or designee must be notified. The principal will verify and record the identity of the individual through the court order that appoints him or her. The interview must be conducted in a private setting and with the least disruption to the student's schedule.

## **Reporting Conduct/Neglect (JHG)**

The Riverview Gardens School District and its employees will take action to protect students and other children from harm including, but not limited to, abuse and neglect, and will respond

immediately when discovering evidence of harm to a child. Employees must cooperate fully with investigations of child abuse and neglect. The district prohibits discrimination, negative job action or retaliation against any district employee who, in good faith, reports alleged child abuse or neglect, including alleged misconduct by another district employee.

Employees failing to follow the directives of this policy or state or federal law will be subject to discipline including, but not limited to, termination, and may be subject to criminal prosecution.

## **Definitions**

*Abuse* – Any physical injury, sexual abuse or emotional abuse inflicted on a child other than by accidental means by those responsible for the child's care, custody and control or by any other person, except that discipline including spanking, administered in a reasonable manner, shall not be construed as abuse. Physical injury, sexual abuse and emotional abuse are defined by the Children's Division (CD) of the Department of Social Services in 13 C.S.R. 35-31.010.

*Child* – Any person under 18 years of age.

*Neglect* – The failure to provide, by those responsible for the care, custody and control of the child, the proper or necessary support, education as required by law, nutrition or medical, surgical or any other care necessary for the child's well-being.

*Those Responsible for the Care, Custody and Control of the Child* – Includes, but is not limited to, any person exercising supervision over a child for any part of a 24-hour day as well as any adult who has access to the child.

## **Public School District Liaison**

The superintendent shall designate a specific person or persons to serve as the public school district liaison(s) and forward that information to the local division office of the CD. The liaison(s) shall develop protocols in conjunction with the chief investigator of the local division office to ensure information regarding the status of a child abuse or neglect investigation is shared with appropriate school personnel.

The liaison(s) will also serve on multidisciplinary teams used in providing protective or preventive social services along with law enforcement, the juvenile officer, the juvenile court and other agencies, both public and private.

## **Training**

The superintendent or designee shall implement annual training necessary to assist staff members in identifying possible instances of child abuse and neglect, including annual updates regarding any changes in the law. Such training shall:

- 1) Provide current and reliable information on identifying signs of sexual abuse in children and danger signals of potentially abusive relationships between children and adults.

- 2) Emphasize how to establish an atmosphere of trust so that students feel that their school has concerned adults with whom they feel comfortable discussing matters related to abuse.
- 3) Emphasize that all mandatory reporters shall, upon finding reasonable cause, directly and immediately report suspected child abuse or neglect. These reports must be made even if the person suspected of abusing the child is another mandated reporter, such as another school employee.
- 4) Emphasize that no supervisor or administrator may impede or inhibit any reporting under state law.
- 5) Emphasize that no person making a report in accordance with law shall be subject to any sanction, including any adverse employment action, for making such a report.

### **Reporting Child Abuse/Neglect**

The Board of Education requires its staff members to comply with the state child abuse and neglect laws and the mandatory reporting of suspected neglect and/or abuse. Any school official or employee acting in his or her official capacity who knows or has reasonable cause to suspect that a child has been subjected to abuse or neglect, or who observes the child being subjected to conditions or circumstances that would reasonably result in abuse or neglect, shall directly and immediately make a report to the CD, including any report of excessive absences that may indicate educational neglect. No internal investigation shall be initiated until such a report has been made, and even then the investigation may be limited if the report involves sexual misconduct by a school employee. Employees who make such reports to the CD must notify the school principal or designee that a report has been made. The principal or designee will notify the superintendent or designee and the district liaison(s) about the report.

The school principal or designee may also notify law enforcement or the juvenile office when appropriate. If an employee has reason to believe that a victim of such abuse or neglect is a resident of another state or was injured as a result of an act that occurred in another state, then, in addition to notifying the Missouri CD pursuant to this policy, he or she may also make a report to the child protection agency with the authority to receive such reports, pursuant to law, in the other state.

The reporting requirements are individual, and no supervisor or administrator may impede or inhibit any reporting under this section. No employee making a report in accordance with law shall be subject to any sanction, including any adverse employment action, for making such a report. Further, the superintendent and other district administrators shall ensure that any employee mandated by law to make a report shall have immediate and unrestricted access to the communication technology necessary to make an immediate report. Employees shall also be temporarily relieved of other work duties for such time as is required to make any mandated report.

### ***Reporting Allegations of Sexual Misconduct by a School Employee***

The district takes all allegations of sexual misconduct seriously, regardless of the source. However, an allegation of sexual misconduct by a school employee is particularly serious. In accordance with law, if a student reports alleged sexual misconduct on the part of a school district employee to an employee of this district, the employee who receives the report and the superintendent shall immediately report the allegation to the CD as set forth in law, regardless of whether the employee or

superintendent has reasonable cause to suspect abuse. For the purposes of this policy, the term "sexual misconduct" includes, but is not limited to, any conduct with a student, on or off district property, that could constitute a crime that is sexual in nature under Chapter 566 of the Missouri Revised Statutes including, but not limited to, 1) the crime of sexual misconduct; 2) any conduct with a student that could constitute a serious violation of policy AC, as determined by the district; 3) any conduct that is inappropriate and of a sexual nature that endangers the welfare of a student or students, as determined by the district; or 4) child abuse involving sexual behavior, as determined by the CD.

The CD will investigate all allegations of sexual misconduct involving district employees. The district may investigate the allegations for the purpose of making employment decisions. Furthermore, the superintendent or designee may place the employee on administrative leave with pay pending the investigation.

### **Investigating Child Abuse/Neglect**

In general, the CD investigates reports of child abuse and neglect. However, state statute requires the district to initially investigate allegations of child abuse by district employees in situations other than sexual misconduct to ensure that the allegations are not made for the purpose of harassing district staff.

When the CD receives a child abuse report alleging that an employee of the district has abused a student in situations other than those involving sexual misconduct, the report shall be immediately referred to the superintendent (or the president of the School Board in situations concerning the superintendent), who will conduct an initial investigation. If the initial investigation determines that the report relates to a spanking by a certificated district employee or the use of reasonable physical force against a student for the protection of persons or property by any district personnel administered pursuant to district policy, or if it is determined that the sole purpose of the report is to harass a district employee, the report will be investigated as detailed below in accordance with law. All other reports of any nature will be immediately returned to the CD for investigation.

### ***Harassment, Spanking or Protection of Persons or Property by District Staff***

If a report to the CD relates to a spanking by a certificated district employee or the use of reasonable physical force against a student for the protection of persons or property by any district personnel administered pursuant to district policy, or if it is determined that the sole purpose of the report is to harass a district employee, the superintendent, Board president or a designee of either will notify law enforcement of the county in which the alleged incident occurred. The district will jointly investigate the matter with the law enforcement officer. The superintendent, Board president and their designees are authorized to contact and utilize the district's attorney to assist in the investigation.

Once the investigation is concluded, the law enforcement officer and the investigating district personnel will issue separate reports of their findings, no later than seven days after the district receives notice of the allegation from the CD. The reports must contain a statement of conclusion as to whether the preponderance of evidence supports a finding that the alleged incident of child abuse is substantiated or unsubstantiated. The Board will consider the separate reports and will issue its

findings and conclusions, if any, within seven days after receiving the last of the two reports. The findings and conclusions will be made as required by state law and will be sent to the CD.

### **Referral to the Office of Child Advocate for Children's Protection and Services**

If the CD determines that a report of child abuse or neglect is unsubstantiated, the district or a district employee may request that the report be referred to the Office of Child Advocate for Children's Protection and Services for additional review.

### **Information from the Children's Division**

In accordance with law, as mandated reporters district employees reporting child abuse and neglect are entitled upon request to information on the general disposition of a report of child abuse or neglect and may receive findings and information concerning the case at the discretion of the CD. The CD will also notify the district when a student is under judicial custody or when a case is active regarding a student.

Any information received from the CD will be kept strictly confidential in accordance with law and will only be shared with district employees who need to know the information to appropriately supervise the student or for intervention and counseling purposes. All written information received by any public school district liaison or the district shall be subject to the provisions of the Family Educational Rights and Privacy Act (FERPA). Information received from the CD will not be included in the student's permanent record.

### **Immunity**

In accordance with law, any person who in good faith reports child abuse or neglect; cooperates with the CD or any law enforcement agency, juvenile office, court, or child-protective service agency of this or any other state in reporting or investigating child abuse or neglect; or participates in any judicial proceeding resulting from the report will be immune from civil or criminal liability.

Any person who is not an employee of the district and who in good faith reports to a district employee a case of alleged child abuse by any district employee will be immune from civil or criminal liability for making such a report or for participating in any judicial proceedings resulting from the report.

### **Reporting Student Behaviors**

It is the responsibility of all certified staff to keep accurate records on student behaviors and report them appropriately. All notable student academic and behavior concerns must be documented on the Student Information System (SISK-12) in an accurate and timely manner.

### **Shared Responsibility for Committee Work**

Administrators will encourage all teachers to share in the responsibilities of serving on committees. Teachers will identify committees in which they have an interest and volunteer to serve on them. Participation on committees will be noted during the Performance Based Teacher Evaluation.

### **Effective Use of Classroom Time**

The effective use of classroom instructional time makes a direct impact on student learning and student achievement. The use of instructional time in the classroom should utilize best instructional practices to maximize student learning and align with district initiatives.

### **School Calendar**

The teacher and student school calendar is available to all staff upon approval by the Board. The calendar includes:

- New hire orientation
- School attendance days
- Legal holidays
- Professional Development days

## **Employee Handbook Acknowledgement and Receipt**

I acknowledge that I have received a copy of the Employee Handbook for Riverview Gardens School District and that I have the responsibility to read and familiarize myself with its provisions. By signing this Acknowledgement, I agree to comply with the guidelines, policies, practices, and procedures of Riverview Gardens School District. If I have any questions about the contents of this Employee Handbook or any other policies or procedures, I understand that I should contact the Human Resources Department.

In the event of a discrepancy between any information contained in the Employee Handbook and Board Policies, Board Policy will govern.

I understand that the Riverview Gardens School District Special Administrative Board may modify or withdraw the policies, practices, and procedures outlined in this Employee Handbook at any time. I also acknowledge that this Employee Handbook is not a contract of employment and that, absent any other written agreement with Riverview Gardens School District, there is no specified length of employment and my employment is at-will. Accordingly, either I or Riverview Gardens School District can terminate the relationship at any time.

I understand that Riverview Gardens School District has adopted a policy not to discriminate against any employee or applicant for employment on the basis of any category protected by federal, state, or local law. I also understand that Riverview Gardens School District has a zero tolerance policy for workplace harassment, including sexual harassment. I acknowledge that I am aware of Riverview Gardens School District's anti-discrimination, anti-harassment, and anti-retaliation policies, and I agree to abide by the terms of those policies. I understand that if I have any concerns about my work environment, I should report my concerns to my supervisor or the Human Resources Department.

Finally, I understand that failure to follow Riverview Gardens School District's policies and/or procedures and/or a violation of Riverview Gardens School District's policies and/or procedures may result in disciplinary action, up to and including termination of my employment.

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Employee's Signature

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Employee's Name (Print)

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Date

**TO BE PLACED IN EMPLOYEE'S PERSONNEL FILE**

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Employee's Signature

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Employee's Name (Print)

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Date

**EMPLOYEE COPY**