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FILE: GCBDA
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EXPLANATION: PROFESSIONAL STAFF SHORT-TERM LEAVES

MSBA is updating this policy to move the information regarding excessive absences and tardiness to a new policy, GBCBC. MSBA has moved this information for clarity, so that this policy may be devoted exclusively to leaves, and to allow districts room to expand on the topic of excessive employee absences.

MSBA recommends that copies of this document be routed to the following areas because the content is of particular importance to them. The titles on this list may not match those used by the district. Please forward copies to the district equivalent of the title indicated.

	Board Secretary		Business Office		Coaches/Sponsors
	Facility Maintenance		Food Service		Gifted
X	Human Resources		Principals		Library/Media Center
	Health Services		Counselor		Special Education
	Transportation		Public Info/Communications		Technology

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PROFESSIONAL STAFF SHORT-TERM LEAVES AND ABSENCES

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

~~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.~~

~~No employee will be disciplined or terminated for absences qualifying for protection under the Family and Medical Leave Act (FMLA) or other applicable law (see Board policy GBBDA).~~

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

Short-Term Leave

Short-term leave includes sick leave, bereavement leave and personal business leave. Personnel regularly employed less than 11 months will be granted ten days; personnel regularly employed 11 months will be granted 11 days; and personnel regularly employed 12 months will be granted 12 days.

Effective with the 2005–2006 school year, when a certificated employee leaves the Center School District #58, he or she, or his or her beneficiary in the case of death, shall be paid \$35 per day for the unused days of leaves. Employees who have broken an employment contract with the district or have been terminated for cause by the district will not be eligible for buy-back of unused days of leave. An employee will not receive compensation for unused days of leaves unless he or she has been employed by the district for at least one year.

The administrator in charge of each building is responsible for reporting the short-term leave of the personnel under his or her supervision.

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

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

1. ***Sick Leave*** – Sick leave will be granted to an employee in the event of personal illness, injury or incapacity including pregnancy, childbirth and adoption of the employee or the employee's immediate family. The Board defines "immediate family" in regard to sick leave to include:
 - ▶ The employee's dependents.
 - ▶ Any person over whom the employee has legal guardianship or for whom the employee has power of attorney and is the primary caregiver.
 - ▶ Any other person deemed appropriate by the employee's immediate supervisor.

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

The Board reserves the right to require a physician's certification, or FMLA Certificate of Health Care Provider in cases of serious health conditions under the FMLA, attesting to the illness or incapacity of the claimant and/or inclusive dates of incapacitation.

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.

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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. ***Bereavement Leave*** – Leave will be granted to an employee in the event of bereavement in the immediate family. The Board defines “immediate family” in regard to bereavement to include:
 - ▶ The employee’s spouse.
 - ▶ The following relatives of the employee or the employee’s spouse: parents, children, children’s spouses, grandparents, grandchildren and siblings.
 - ▶ Any person over whom the employee has legal guardianship or for whom the employee has power of attorney and is the primary caregiver.
 - ▶ Any other person deemed appropriate by the employee’s immediate supervisor.
3. ***Personal Business Leave*** – “Personal business leave” may be granted upon written request by the employee and approval by the principal and the Director of Human Resources when in their judgment, such leave is required. Absences may be charged against personal business leave for the following reasons:
 - a. Attendance at a legal or professional commitment and/or transaction that cannot be accomplished outside the regular hours of employment.
 - b. Observance of a religious holiday.
 - c. Court appearances, unless applicable law or policy provides for paid leave.

Unlike “personal leave,” requests for “personal business leave” must specify the reason(s) for such leave. Written requests are first submitted to the employee’s immediate supervisor for approval. If the employee has no accrued short-term leave, unpaid “personal business leave” may be granted at the discretion of the Director of Human Resources.

Personal Leave

Two days of personal leave will be granted to each employee. Unused personal leave will be carried forward up to a maximum of three personal leave days. When added to the two days allowed

annually for this purpose, an employee may use a maximum of five personal leave days in any contract year. When a maximum of five personal leave days have been accumulated, additional personal leave days will roll into sick leave days. All days will have the same cash value as unused sick days upon separation from the district. Personal leave requests will be made in writing to the Director of Human Resources through the immediate administrator at least five days in advance of such contemplated absence. However, 30 days' notice is required by law if the leave qualifies as FMLA leave and such notice is practical. Such leave shall then be authorized in writing by the Director of Human Resources.

“Personal leave” is not authorized for the following, unless an emergency situation exists:

1. Time periods when short-term leave has already been granted to five percent of the total number of certificated employees.
2. First or last day of school, day before or day after a school holiday, or days that are designated for staff professional development as contained in the annual school calendar.

Absences may be charged against personal leave for leaves authorized by law, policy or the Board that would otherwise be unpaid including, but not limited to, leave under the FMLA.

In case of an emergency or if the employee cannot meet the normal requirements, “personal leave” may be granted at the discretion of the Director of Human Resources. As a condition to granting such leave, the employee shall at the earliest opportunity notify his or her immediate supervisor of such emergency and follow with a written request to the Director of Human Resources. Permission or denial of such personal leave will be given verbally by the Director of Human Resources and later documented in writing. However, 30 days' notice is required by law if the leave qualifies as FMLA leave and such notice is practical.

Vacation

All professional staff employed on a 12-month basis will receive 20 working days of vacation per year. An employee must submit a written request for vacation to the superintendent or designee and receive written authorization before taking vacation days. If the employee's absence may disrupt district operations, the superintendent or designee has the discretion to deny a request for vacation or to limit the time of year the employee may take his or her vacation.

The Board requires that vacation days be used annually. Current 12-month professional staff who have accumulated ten or less carry-over days of vacation as of June 30, 2003, may use those days or receive payment for the ten or less unused carry-over vacation days at the conclusion of district service based on his/her contracted 2002-2003 school year daily rate. Beginning with the 2003-2004 school year, 12-month professional staff may not carry over vacation days.

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July 1 will be the employment anniversary date used to calculate vacation allowance.

During the first fiscal year of employment of 12-month employees, they will receive a prorated portion of their vacation on December 31. They will receive the rest of their prorated vacation on June 30. Thereafter, employees will receive their allotted vacation days on June 30.

Employees hired after December 31 will receive their prorated portion of vacation days on June 30 of their first fiscal year of employment. During the second fiscal year of employment, they will receive half of their vacation days on December 31 and half of their vacation days on June 30. Thereafter, these employees will receive their allotted vacation days on June 30.

Any vacation earned from prorated accrual can be carried over to the next fiscal year.

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

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

1. **Holidays** – The district will grant paid and unpaid holidays in accordance with the academic calendar adopted by the Board. The Board currently recognizes the following paid holidays: Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Martin Luther King Jr.'s Birthday, Presidents' Day and Memorial Day. Holidays may be modified or eliminated as needed when the academic calendar is changed due to inclement weather or for other reasons. Holidays may change from year to year.
2. **Professional Leave** – Employees may be granted professional leave to attend classes or conferences, meet with mentors or participate in other approved professional growth activities. Professional leave must be approved by the superintendent or designee, arranged well in advance and is not considered personal leave.
3. **Military Leave** – The Board shall grant military leave as required by law. Members of the National Guard or any reserve component of the U.S. Armed Forces who are engaged in the performance of duty or training will be entitled to a leave of absence of 120 hours in any federal fiscal year (October 1 – September 30) without impairment of efficiency rating or loss of time, pay, regular leave or any other rights or benefits. Employees shall provide the district an official order verifying that they are required to report to duty.

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

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9. **Crime Victim Leave** – Any employee who is a crime victim, who witnesses a crime or who has an immediate family member who is a crime victim will not be required to use vacation, personal or sick leave in order to honor a subpoena to testify in a criminal proceeding, attend a criminal proceeding or participate in the preparation of the criminal proceeding.
10. **Civil Air Patrol Leave** – Any employee who is a member of Civil Air Patrol and has qualified for a Civil Air Patrol emergency service specialty or who is certified to fly counternarcotics missions shall be granted unpaid leave to perform Civil Air Patrol emergency service duty or counternarcotics missions without loss of time, regular leave or any other rights or benefits in accordance with law. The leave is limited to 15 working days in any calendar year, but is unlimited when responding to a state- or nationally declared emergency in Missouri. The district may request that the employee be exempted from responding to a specific mission.
11. **Coast Guard Auxiliary Leave** – Employees who are members of the United States Coast Guard Auxiliary will be granted an unpaid leave of absence for periods during which they are engaged in the performance of United States Coast Guard or United States Coast Guard Auxiliary duties, including travel related to such duties, when authorized by the director of auxiliary or other appropriate United States Coast Guard Authority. Such leaves of absence will be given without loss of time, regular leave or any other rights or benefits to which such employees would otherwise be entitled. The leave is limited to 15 working days in any calendar year, but is unlimited when responding to a state- or nationally declared emergency in Missouri or upon any navigable waterway within or adjacent to the state of Missouri. The district may request that an employee be exempted from responding to a specific mission.

Pregnancy, Childbirth and Adoption Leave

A pregnant employee shall continue in the performance of her duties as long as she is able to do so and as long as her ability to perform duties is not impaired, based on medical opinion.

The employee may use accrued sick leave, personal leave or vacation ~~leave~~ during periods of pregnancy-related disability and, if necessary, an unpaid leave of absence to begin at the time recommended by her physician. The employee shall return to duty when she is physically able, based on medical opinion, except that this paragraph creates no rights extending beyond the contracted period of employment.

Pregnant employees shall be treated the same as other employees who are similar in their ability or inability to work for all purposes under this policy.

An employee who is the primary caretaker of an adopted child will be provided the same leave opportunities afforded employees for pregnancy-related leave for the purpose of arranging for the child's placement or caring for the child after placement.

An employee must notify the district of the need for and anticipated duration of the leave at least 30 days before leave is to begin, if foreseeable. If 30 days' notice is not practical, the employee must give as much notice as possible.

These rules are subject to preemption by the FMLA as necessary for FMLA-eligible employees.

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

Adopted: 07/18/1994

Revised: 01/19/2000; 06/25/2001; 10/28/2002; 07/28/2003; 12/13/2004; 07/25/2005;
06/22/2009; 10/22/2012; 06/17/2013;

Cross Refs: DLB, Salary Deductions
HA, Negotiations with Employee Representatives
HPA, Employee Walkouts, Strikes and Other Disruptions

Legal Refs: §§ 41.1000, .1005, 105.270 - .271, 115.102, .639, 168.122, 169.595, 320.200, .330 -
.339, 494.460, 595.209, RSMo.

Fair Labor Standards Act, 29 U.S.C. §§ 201 - 219(c)

Family and Medical Leave Act of 1993, 29 U.S.C. §§ 2611 - 2619

Title VII of the Civil Rights Act of 1964 as amended by the Pregnancy
Discrimination Act, 42 U.S.C. § 2000e(k)-1 - 2000e-17

29 C.F.R. § 1604.10

~~Willis v. School Dist. of Kansas City, 606 S.W.2d 189 (Mo. Ct. App. 1980)~~

~~Stewart v. Board of Educ. of Ritenour, 574 S.W.2d 471 (Mo. Ct. App. 1978)~~

~~Aubuchon v. Gasconade County R-1 Sch. Dist., 541 S.W.2d 322 (Mo. Ct. App. 1976)~~

Center School District #58, Kansas City, Missouri

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EXPLANATION: PROFESSIONAL STAFF COMPENSATION

This policy has been modified for clarity and to incorporate information previously found in regulation GCBA-R1. Please read the rules regarding salary schedules carefully to ensure that this policy accurately reflects how the district will utilize salary schedules in the future.

MSBA has also taken the opportunity to clarify that only the Board may authorize compensation, either through a salary schedule or by assigning a salary or wage to a particular position or employee. This change has been added due to recent audits of school districts where it was revealed that certain employees received raises or stipends without Board involvement or knowledge.

Districts employ a variety of professionals who are not required to have teaching or administrative certificates, such as IT specialists, nurses, certified public accountants, and even engineers. MSBA has included a section that addresses compensation of noncertificated professional staff. Please review this language closely and ensure it adequately addresses how the district will set compensation for these employees in the future.

MSBA receives many calls every year involving situations where teachers and other employees were underpaid or overpaid due to mistakes made in applying salary schedules or other compensation rules. Sometimes this overpayment or underpayment has gone undetected for years. While the law is not clear regarding the district's obligations in these situations, MSBA has added a section titled "Employee Responsibility" that states that employees have 30 days to report mistakes made in compensation. While this does not definitively limit district liability to 30 days, it will hopefully encourage employees to take a more active role in reviewing their compensation and will provide districts an argument that the employee bears some responsibility for past inaccuracies.

MSBA has also included language regarding payment of compensation over 12 months, even when an employee does not work a 12-month schedule. This is allowed by state and federal law and is the practice of most districts.

MSBA has included an option where employees may be paid for extra duties during the season or months when the work is performed. Unfortunately, some districts have had negative experiences where a teacher was assigned to coach a spring sport, for example, and was paid for that duty over 12 months, but was unable to fulfill the coaching duties. It is difficult to recoup money that has already been paid. Districts can avoid this situation by paying for extra-duty stipends only in the months the compensation is earned.

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PROFESSIONAL STAFF SALARY SCHEDULES ~~COMPENSATION~~

~~Instructional Staff~~

~~An adequate salary schedule is necessary to secure new teachers who are personally competent and professionally well prepared, to encourage the professional growth of teachers while in service, and to retain the most competent teachers while in the school system. The Board of Education shall annually adopt a salary schedule having the following essential features:~~

- ~~▶ A salary for those beginning in the system, which will be at or above the minimum salary established by state statute.~~
- ~~▶ Annual increments shall be added for each school year of successful experience up to the limits provided by the schedule.~~

~~The superintendent of schools shall prepare salary schedules for approval of the Board of Education and implement the salary schedules adopted by the Board of Education. The superintendent may consult with staff members in preparing the salary schedules.~~

~~Administrative Staff~~

~~The Board will annually determine the salaries for the administrative staff. The Center School District #58 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.

Vertical placement is achieved by working in a half-time teaching position with a start date of October 1 or earlier or by working in a full-time position with a start date of January 1 or earlier in a school year. The vertical placement on the teacher's salary schedule includes cells that are frozen at a prior salary.

Horizontal placement is determined by approved graduate hours in education or directly aligned with a specific content if the teaching assignment is at the secondary level. Graduate credits shall not be retained after an employee receives an advanced degree. Only grades of A, B or C will be accepted if the course is state or district required, or a degree program. Non-degree programs must be an A or B grade unless in a pass/fail course, then it must be passed.

4. An employee cannot progress on the salary schedule after entering into a contract for a school year unless such movement is specifically authorized in the contract.
5. Education courses and other professional development may not be used to advance on a salary schedule unless the employee had approval by the Director of Human Resources prior to taking the course or participating in the professional development and counting it for advancement on the salary schedule.

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6. For the 2018–19 school year, the district will recognize up to 12 years of teaching experience at appropriately accredited K–12 school districts when placing that employee on the teacher's salary schedule. (An additional year of mobility for similar, previous experience will be added to this policy annually until the years accepted by the district reach a maximum of 25 years of credit.) The Board authorizes the superintendent or his/her designee to grant additional credit on the salary schedule if needed to fill critical need(s) positions (e.g., math, science, special education, dual credit, etc.).

The final placement of new teachers on the salary schedule will be based upon verification of prior teaching experience and official transcripts reflecting graduate hours and degrees in education or directly related to the teaching assignment.

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 or sponsoring 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.

Placement on Salary Schedule

1. Hours earned before the degree or certificate is earned (even if they were not counted toward the degree or initial teaching certificate) will not be counted beyond the degree. For example, graduate hours that did not count toward the M.S. degree may not be counted above Column IV-M.S. once the master's is achieved. Similarly, graduate hours earned as part of the initial teaching certification program will not count toward advancement beyond Column 1 if the bachelor's degree is not in education.
2. Graduate hours for advancement on the salary schedule must be submitted to the Executive Director of Human Resource Services for prior approval. Approved courses will include those in the specific subject matter area of the teacher, in related subject matter areas that can be shown to have direct applicability to an individual's teaching assignment, and that support

the district's curriculum studies or priorities for the year in which the application is made. Undergraduate courses may be approved for placement in these columns when they are for the improvement of the teacher's classroom performance and this can be demonstrated. If the courses are available at the graduate level, approval will not be granted.

All courses taken for horizontal advancement must be taken at the approved colleges/universities based on the approved list from the Greater Kansas City Cooperating School District (GKCCSD). Colleges/Universities that are not on the approved list may apply to the GKCCSD to be allowed to be added.

The course load must not exceed six graduate hours in any given semester when teaching full time. In the event a teacher is following a district-approved advanced degree program or seeking an additional endorsement or certification, a teacher may take nine credits per semester over two separate semesters for that program. A teacher may be approved for a maximum of 15 graduate credits during the summer term. Exceptions may be made with the approval of the Executive Director for Human Resources.

3. Placement on the salary schedule in Column VII will occur as a result of either a teacher earning an educational specialist's degree in the subject matter area or directly related subject matter area of the teacher or earning 38 graduate hours in education above a master's degree. The 18 additional hours above the requirements for reaching Column VI (M.S. + 20) must be approved hours as such hours are defined in paragraph one above.
4. Placement on the salary schedule in Column VIII will occur as a result of either a teacher earning a doctorate in the subject matter area or directly related subject matter area of the teacher or earning 60 graduate hours above a master's degree. The 40 additional hours above the requirements for reaching Column VI (M.S. + 20) must be approved hours as such hours are defined in paragraph one above or for an approved educational specialist's degree.
5. A maximum of six approved college hours may be taken each school semester for advancement on the salary schedule at any level.
6. Appeal of decisions reached by the director of personnel concerning approval of courses will be made to the superintendent for consideration of special provisions and exceptions.
7. If a teacher is in doubt as to the applicability of a particular course for advancement to either Column VII or VIII, prior approval for it should be sought.
8. Courses received from a non-National Council Accreditation for Teacher Education (NCATE) institution will be reviewed on an individual basis.

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The intent of the career increment schedule is to allow teachers at Column VII and Column VIII not to be permanently frozen on the salary schedule.

Teachers entering the district will be placed on the salary schedule based on their prior experience as approved by the director of personnel.

Teachers leaving the district and who are rehired will be given credit on the salary schedule for all years of experience within the Center School District.

Salaries of teachers regularly employed by the Board of Education for the ensuing year shall be based upon official evidence on file in the office of the superintendent by September 15.

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.

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

Adopted: 05/17/1982

Revised: 01/19/2000;

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

Legal Refs: §§ 163.172, 168.101, .110 (2), RSMo.

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Equal Pay Act, 29 U.S.C. § 206(d)
~~Mo. Const. Art. III, § 38(a), 39(3)~~

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EXPLANATION: BOARD MEMBER QUALIFICATIONS

Senate Bill 111 (2017) revised state statute to allow those who have been found guilty of or pled guilty to a federal misdemeanor to run for elected office. Please note that candidate qualifications are set by state statute, and the local school board cannot add additional qualifications or remove qualifications set by law.

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BOARD MEMBER QUALIFICATIONS

All Board members should have an interest in the welfare and education opportunities of students, a desire to honestly represent the public and the commitment to be a good steward of taxpayer resources. All persons interested in serving on the Center School District #58 Board of Education, whether elected or appointed, will meet all legal requirements for candidates in School Board elections, including the following:

1. Be citizens of the United States of America. Mo. Const. art. VII, § 8; § 162.291, RSMo.
2. Be resident taxpayers of the Center School District #58. A "taxpayer" is an individual who has paid taxes to the state or any subdivision thereof within the immediately preceding 12-month period, or the spouse of such individual. § 162.291, RSMo.
3. Have resided in Missouri for a minimum of one year immediately preceding their election or appointment. Mo. Const. art. VII, § 8; § 162.291, RSMo.
4. Be at least 24 years of age. § 162.291, RSMo.
5. Not be delinquent in the payment of any state income taxes, personal property taxes, municipal taxes or real property taxes on their place of residence. If an applicant is a past or present corporate officer of any fee office, that office cannot be delinquent in the payment of any taxes owed the state. § 115.306, RSMo.
6. **Have not been found guilty of nor pled guilty to a felony or misdemeanor under the federal laws of the United States of America or to a felony under Missouri law or an offense committed in another state that would be considered a felony in Missouri. § 115.306, RSMo.**
7. Not be registered or required to be registered as a sex offender pursuant to § 162.014, RSMo.
8. Have filed, or the treasurer of an existing candidate committee has filed, all required campaign disclosure reports with the Missouri Ethics Commission, when applicable, for all previous elections in which they were candidates. § 130.071, RSMo.

Oath of Office

Newly elected or appointed members of the Board officially qualify as Board members when they take the oath of office and sign the oath, as required by law.

* * * * *

FILE: BBBA
Critical

REFERENCE COPY

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

Adopted: 01/19/2000

Revised: 02/26/2001; 10/28/2013; 11/23/2015

Cross Refs: AA, School District Legal Status

Legal Refs: Mo. Const. art. VII, §§ 8, 11
§§ 115.306, 130.071, 160.011, 162.014, .025, .203, .291, .301, 561.021, RSMo.

Center School District #58, Kansas City, Missouri

RESIGNATION OF PROFESSIONAL STAFF MEMBERS

The district encourages employees to notify the superintendent or designee in writing as soon as they decide not to return or not to accept another contract with the district. Resignations become effective at the end of the school year in which they are submitted unless the district is notified otherwise.

The district acknowledges that the selection and hiring process for the best teachers is a competitive process. To ensure that the Center School District identifies teaching positions early in the hiring cycle, the district supports an early notification stipend.

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 and military service legitimate reasons for resignation of professional staff, but the Board will consider each resignation on an individual basis. An employee will not be released from a contract unless a suitable replacement is found.

FILE: GCPB
Critical

Liquidated Damages

If an employee under contract with the district is not released from the contract and chooses to break the contract, the district is entitled to compensation for the costs of finding a suitable replacement, training expenses and other disruptions. Because the actual damages will be difficult, if not impossible, to ascertain, the Board agrees that the following damage amounts are a reasonable estimation of the damages:

June 1 – June 30

Certified Staff:	\$1,500 (one thousand five hundred dollars)
Administrator:	\$3,000 (three thousand dollars)

July 1 – July 31

Certified Staff:	\$3,000 (three thousand dollars)
Administrator:	\$5,000 (five thousand dollars)

August 1 or later

Certified Staff:	\$5,000 (five thousand dollars)
Administrator:	\$7,000 (seven thousand dollars)

The district may deduct the damage amounts from the employee's paycheck or other compensation the district owes the employee if the employee has agreed to these deductions by contract or in writing or if the district otherwise determines it has the legal authority to do so. If payment is by personal check, a vote may be delayed until the check is honored. If a deadline falls on a day when the superintendent's office is closed, the next day the superintendent's office is open is the deadline.

If a payroll deduction is not possible or is insufficient to cover the damage amount owed by the employee or if a personal check does not clear the bank, the employee must pay the balance of the damage amount within one month of submitting his or her resignation to the superintendent or designee to prevent the Board from taking action against the employee for breach of contract.

If the employee does not pay liquidated damages as required, 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.

Early Notification Incentive

The district acknowledges that the selection and hiring process for the best teachers is a competitive process. To ensure that the Center School District identifies teaching positions early in the hiring

cycle, the district may offer an early notification incentive available to professional certified staff who resign or retire in accordance with the following. The employee must:

1. Have completed at least one full year of full-time, continuous service in the district as of the February 1 deadline of the current school year. Full-time is defined as 30 or more hours per week or .75 FTE (Full-Time Equivalency) or greater during the employee's applicable work calendar.
2. Complete the entirety of the applicable current school year work calendar from start date to end date at a minimum of 30 hours per week or .75 FTE (Full-Time Equivalency).
3. Submit the Early Notification Incentive Program Form (GCPB-AF2) and submit a signed resignation letter to Human Resources by February 1 of the current school year to be eligible to receive \$3,000.

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.

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FILE: GCPB
Critical

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

Adopted: 01/28/1992

Revised: 01/19/2000; 07/28/2003; 03/04/2013; 12/19/2016;

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

Center School District #58, Kansas City, Missouri

REFERENCE COPY

FILE: GCPB-R1
Critical

EXPLANATION: RESIGNATION OF PROFESSIONAL STAFF MEMBERS

The district should RESCIND this regulation. The language has been moved to policy GCPB.

MSBA recommends that copies of this document be routed to the following areas because the content is of particular importance to them. The titles on this list may not match those used by the district. Please forward copies to the district equivalent of the title indicated.

X	Board Secretary		Business Office		Coaches/Sponsors
	Facility Maintenance		Food Service		Gifted
X	Human Resources		Principals		Library/Media Center
	Health Services		Counselor		Special Education
	Transportation		Public Info/Communications		Technology

FILE: GCPB-R1
Critical

REFERENCE COPY

REFERENCE COPY

FILE: GCPB-R1
Critical

~~RESIGNATION OF PROFESSIONAL STAFF MEMBERS~~

~~A professional staff member may resign after June 1 by the payment of a consideration. In cases where a resignation request is submitted after June 1 and the resignation is to take place earlier than the end of the following school year, as consideration for the Board's release of its rights, the employee must submit with the request a payment according to the following schedule:~~

~~June 2- August 1 — \$1,500 (one thousand five hundred dollars)
After August 1 — \$2,500 (two thousand five hundred dollars)~~

~~Payment may be made by authorizing a payroll deduction. If payment of the \$1,500 or \$2,500 amount is by personal check, a vote may be delayed until the check is honored. If a deadline falls on a day when the superintendent's office is closed, the next day the superintendent's office is open is the deadline.~~

~~The Board will give appropriate consideration to situations involving serious illness or transfer of a spouse without payment of consideration.~~

~~*****~~

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

~~Adopted: 05/22/2000~~

~~Revised: 01/28/2002; 07/28/2003; 03/04/2013~~

~~Legal Refs: §§ 168.101 - .130, RSMo.
U.S. Const. amend. XIV~~

~~Center School District #58, Kansas City, Missouri~~

RESIGNATION OF PROFESSIONAL STAFF MEMBERS
(Early Notification Incentive Program [ENIP] Form)

A signed, official letter of resignation must accompany this form.

Date: _____

Name: _____

Position: _____

Building: _____

Number of hours worked weekly or FTE: _____

Beginning date of employment with Center School District #58: _____

I will resign at the end of the 2017–2018 school year.

I will retire at the end of the 2017–2018 school year.

Eligibility Requirements and Notification Deadline

Eligibility Requirements

1. The employee must have completed at least one full year of full-time, continuous service in the district as of the February 1, 2018, deadline. Full-time is defined as 30 or more hours per week or .75 FTE (Full-Time Equivalency) or greater during the employee's applicable work calendar.
2. The employee must complete the entirety of the applicable 2017–2018 work calendar from start date to end date at a minimum of 30 hours per week or .75 FTE (Full-Time Equivalency).

Notification Deadline

Individuals must meet the eligibility requirements, submit the Early Notification Incentive Program (ENIP) form, and submit a signed resignation letter to Human Resources by February 1, 2018, to be eligible to receive \$3,000.

**Incentive amount will be included in final district pay
following the verification of eligibility requirements.**

Return the completed form and an attached, signed resignation letter to:
Dr. Kyle Palmer, Executive Director of Human Resources
District Administrative Office, 8701 Holmes Road, Kansas City, MO 64131

FILE: GCPB-AF2
Critical

* * * * *

Note: The reader is encouraged to review policies and/or procedures for related information in this administrative area.

Implemented: 12/19/2016

Revised: 11/13/2017

Center School District #58, Kansas City, Missouri

RETIREMENT OF PROFESSIONAL STAFF MEMBERS

Professional staff members shall be participants in the Public School Retirement System (PSRS) of the State of Missouri or in the Public Education Employee Retirement System (PEERS) as allowed by law. A retired employee, as well as his or her dependents, surviving spouse and children, shall be allowed to remain or become members in non-insurance health benefit programs, self-funded plans and insured plans by qualifying for the coverage in the manner prescribed by law under the provisions of such plan and paying the premiums of said plans.

Persons engaged by the district as independent contractors, including consultants, are not by virtue of such engagement considered employees of the district for purposes of membership or contribution to PSRS or PEERS.

Any person retired and currently receiving a retirement allowance other than for disability may be employed in any capacity on either a part-time or temporary-substitute basis not to exceed a total of 550 hours in any one school year, and through such employment, may earn up to 50 percent of the annual compensation payable under the employing district's salary schedule for the position or positions filled by the retiree, given such person's level of experience and education, without a discontinuance of the person's retirement allowance.

If the position in question is not subject to the district's salary schedule, a retiree employed may earn up to 50 percent of the annual compensation paid to the person or persons who last held such position or positions. If the position or positions did not previously exist, the compensation limit shall be determined in accordance with rules of the board of trustees of the retirement system; provided that, it shall not exceed 50 percent of the annual compensation payable for the position in the school district that is most comparable to the position filled by the retiree.

In any case where a retiree fills more than one position during the school year, the 50 percent limit on permitted earnings shall be based on the annual compensation of the highest paid position occupied by the retiree for at least one-fifth of the total hours worked during the year. Such a person shall not contribute to the retirement system or to PEERS because of earnings during such period of employment. If such a person is employed in any capacity by such a district on a regular, full-time basis, he or she shall not be eligible to receive his or her retirement allowance for any month during which he or she is so employed and shall contribute to the retirement system.

Any person retired and currently receiving a retirement allowance from either PSRS or PEERS, other than for disability, who elects to return to work in an employment capacity covered by either of the aforementioned retirement systems, shall undertake such service under a new membership in the applicable system.

FILE: GCPC
Critical

Contributions shall be made to the retirement system for any covered employment under the new membership at the same time and in the same manner as contributions are made for covered employment generally.

Early Notification Stipend

The district acknowledges that the selection and hiring process for the best teachers is a competitive process. To ensure that the Center School District identifies teaching positions early in the hiring cycle, the district may offer an early notification incentive available to professional certified staff who resign or retire in accordance with the following. The employee must:

1. Have completed at least one full year of full-time, continuous service in the district as of February 1 of the current school year deadline. Full-time is defined as 30 or more hours per week or .75 FTE (Full-Time Equivalency) or greater during the employee's applicable work calendar.
2. Complete the entirety of the applicable current school year work calendar from start date to end date at a minimum of 30 hours per week or .75 FTE (Full-Time Equivalency).
3. Submit the Early Notification Incentive Program Form (GCPB-AF2) and submit a signed resignation letter to Human Resources by February 1 of the current school year to be eligible to receive \$3,000.

* * * * *

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

Adopted: 09/28/1992

Revised: 01/19/2000; 11/27/2000; 06/25/2007; 12/19/2016;

Legal Refs: §§ 169.010 - .130, .270 - .400, .560 - .596, .600 - .712, RSMo.
Age Discrimination in Employment Act, 29 U.S.C. §§ 621- 634

Center School District #58, Kansas City, Missouri

Policy
SUPPORT STAFF LEAVES

Descriptor Code: GDBDA

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

Short-Term Leave

Short-term leave includes sick leave, bereavement leave and personal business leave. Personnel regularly employed less than 11 months will be granted ten days; and personnel regularly employed 12 months will be granted 12 days. During the first year of employment, short-term leave days will be earned monthly (one sick leave day per month; one personal leave day after six months). After the first full year of employment, short-term leave days will be awarded on the anniversary of employment or the start of the new fiscal year.

Effective with the 2005–2006 school year, when a non-certificated employee leaves the Center School District #58, he or she, or his or her beneficiary in the case of death, shall be paid \$31 per day for the unused days of leave. Employees who have broken an employment contract with the district or have been terminated for cause by the district will not be eligible for buy-back of unused days of leave. An employee will not receive compensation for unused days of leave unless he or she has been employed by the district for at least one year.

The administrator in charge of each building is responsible for reporting the short-term leave of the personnel under his or her supervision.

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

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

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

1. **Sick Leave** – Sick leave will be granted to an employee in the event of personal illness, injury or incapacity including pregnancy, childbirth and adoption of the employee or the employee's immediate family. The Board defines "immediate family" in regard to sick leave to include:

- ▶ The employee's dependents.

- ▶ Any other person over whom the employee has legal guardianship or for whom the employee has power of attorney and is the primary caregiver.

- ▶ Any other person deemed appropriate by the employee's immediate supervisor.

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

The Board reserves the right to require a physician's certification, or FMLA Certificate of Health Care Provider in cases of serious health conditions under the FMLA, attesting to the illness or incapacity of the claimant and/or inclusive dates of incapacitation.

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.

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

2. **Bereavement Leave** – Leave will be granted to an employee in the event of bereavement in the immediate family. The Board defines "immediate family" in regard to bereavement to include:

- ▶ The employee's spouse.

- ▶ The following relatives of the employee or the employee's spouse: parents, children, children's spouses, grandparents, grandchildren and siblings.

- ▶ Any person over whom the employee has legal guardianship or for whom the employee has power of attorney and is the primary caregiver.

- ▶ Any other person deemed appropriate by the employee's immediate supervisor.

3. **Personal Business Leave** – “Personal business leave” may be granted upon request by the employee and approval by the Director of Human Resources or designee when, in his or her judgment, such is required.
- a. Attendance at a legal or professional commitments and transactions that cannot be accomplished outside the regular hours of employment.
 - b. Observance of a religious holiday.
 - c. Court appearances, unless applicable law or policy provides for paid leave.

Unlike “personal leave,” requests for “personal business leave” must specify the reason(s) for such leave. Requests are first submitted through the online substitute program for approval. If the employee has no accrued short-term leave, unpaid “personal business leave” may be granted at the discretion of the Director of Human Resources.

Personal Leave – Two days of personal leave will be granted to each employee. Unused personal leave will be carried forward up to a maximum of three personal leave days. When added to the two days allowed annually for this purpose, an employee may use a maximum of five personal leave days in any contract year. When a maximum of five personal leave days have been accumulated, additional personal leave days will roll into sick leave days. All days will have the same cash value as unused sick days upon separation from the district. Personal leave requests will be made through the online substitute program at least five days in advance of such contemplated absence. However, 30 days' notice is required by law if the leave qualifies as FMLA leave and such notice is practical. Such leave shall then be authorized by the Director of Human Resources or his or her designee.

“Personal leave” is not authorized for the following, unless an emergency situation exists:

1. Time periods when short-term leave has already been granted to five percent of the total number of certificated employees.
2. First or last day of school or day before or day after a school holiday as contained in the annual school calendar.

Absences may be charged against personal leave for leaves authorized by law, policy or the Board that would otherwise be unpaid including, but not limited to, leave under the FMLA.

In case of an emergency or if the employee cannot meet the normal requirements, “personal leave” may be granted at the discretion of the Director of Human Resources. As a condition to granting such leave, the employee shall at the earliest opportunity notify his or her immediate supervisor of such emergency and follow with a request through the online substitute program. However, 30 days' notice is required by law if the leave qualifies as FMLA leave and such notice is practical. Permission or denial of such personal leave will be given verbally by the Director of Human Resources and later documented in writing.

Remove Sentence

Vacations - All support staff personnel employed on a 12-month basis shall receive two full weeks of paid vacation, ~~after one full year of employment.~~ After ten years of service, three weeks of paid vacation will be granted. An employee must submit a request for vacation through the online substitute program and receive authorization before taking vacation days. If the employee's absence may disrupt district operations, the supervisor has the discretion to deny a request for vacation or to limit the time of year the employee may take his or her vacation.

The Board requires that vacation days be used annually. Vacation days from the previous year cannot be carried over to the next year.* Vacation days from the previous year cannot be used for salary compensation.**

Upon departure from the school district, employees will be compensated for the vacation days that they received on June 30 (their last "contract" day). These vacation days will be paid at the employee's current average daily rate.

* Employees returning to the district may use vacation days from the prior year through July 31 of their next contract year.

** Employees departing from the district prior to June 30 of their contract year will be compensated at their daily rate for any unused vacation days for that current year.

Staff hired after July 1 will receive a prorated portion of their allotted vacation days on June 30. Thereafter, June 30 will be the anniversary date that full vacation time is allotted.

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

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

1. **Holidays** - The district will grant paid and unpaid holidays in accordance with the academic calendar adopted by the Board. All support staff employed on a 12-month basis will currently receive the following paid holidays: Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Martin Luther King Jr.'s Birthday, Presidents' Day and Memorial Day. Holidays may be modified or eliminated as needed when the academic calendar is changed due to inclement weather or for other reasons. Holidays may change from year to year.
2. **Professional Leave** - Employees may be granted professional leave to attend classes or conferences, meet with mentors or participate in other approved professional growth activities. Professional leave must be approved by the immediate supervisor, arranged well in advance and is not considered personal leave.
3. **Military Leave** - The Board shall grant military leave as required by law. Members of the National Guard or any reserve component of the U.S. Armed Forces who are engaged in the performance of duty or training will be entitled to a leave of absence of 120 hours in any federal fiscal year (October 1 - September 30) without impairment of efficiency rating or loss of time, pay, regular leave or any other rights or benefits.

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

4. **Election Leave** – Any employee who is appointed as an election judge pursuant to state law may be absent on any election day for the period of time required by the election authority. The employee must notify the district at least seven days prior to any election in which the employee will serve as an election judge. No employee will be terminated, disciplined, threatened or otherwise subjected to adverse action based on the employee's service as an election judge.
5. **Jury Duty Leave** – If an employee is required to serve on a jury, the employee must submit to the district proper paperwork that indicates he/she fulfilled his/her obligation. 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.
6. **Leave to Vote** – Employees who do not have three successive hours free from work while the polls are open will be granted a leave period of up to three hours to permit employees three successive hours while the polls are open for the purpose of voting. Requests for such leave must be made prior to election day, and the employee's supervisors will designate when during the workday the leave should be taken. Any employee who properly requests leave to vote and uses the leave for that purpose will not be subject to discipline, termination or loss of wages or salary.
7. **Leave for Court Subpoena** – If the subpoena is directly related to the employee's school duties, the employee will be released for court appearance without loss of leave. Other court appearances will be deducted from personal leave.
8. **Firefighter Leave** – Employees will be allowed to use personal, vacation and/or unpaid leave for any time taken to respond to an emergency in the course of performing duties as a volunteer firefighter. For the purposes of this section, "volunteer firefighter" includes members of Missouri-1 Disaster Medical Assistance Team, Missouri Task Force One, Urban Search and Rescue Team or those activated by the Federal Emergency Management Agency (FEMA) in times of national disaster. Employees covered under this section shall not be terminated from employment for joining a volunteer fire department or for being absent from or late to work in order to respond to an emergency. Employees shall make every reasonable effort to notify the principal or supervisor if the employee may be absent from or late to work under this section. Employees are required to provide their supervisors with a written statement from the supervisor or acting supervisor of the volunteer fire department stating that the employee responded to an emergency along with the time and date of the emergency.
9. **Crime Victim Leave** – Any employee who is a crime victim, who witnesses a crime or who has an immediate family member who is a crime victim will not be required to use vacation, personal or sick leave in order to honor a subpoena to testify in a criminal proceeding, attend a criminal proceeding or participate in the preparation of the criminal proceeding.

10. **Civil Air Patrol Leave** – Any employee who is a member of Civil Air Patrol and has qualified for a Civil Air Patrol emergency service specialty or who is certified to fly counternarcotics missions shall be granted unpaid leave to perform Civil Air Patrol emergency service duty or counternarcotics missions without loss of time, regular leave or any other rights or benefits in accordance with law. The leave is limited to 15 working days in any calendar year, but is unlimited when responding to a state- or nationally declared emergency in Missouri. The district may request that the employee be exempted from responding to a specific mission.
11. **Coast Guard Auxiliary Leave** – Employees who are members of the United States Coast Guard Auxiliary will be granted an unpaid leave of absence for periods during which they are engaged in the performance of United States Coast Guard or United States Coast Guard Auxiliary duties, including travel related to such duties, when authorized by the director of auxiliary or other appropriate United States Coast Guard Authority. Such leaves of absence will be given without loss of time, regular leave or any other rights or benefits to which such employees would otherwise be entitled. The leave is limited to 15 working days in any calendar year, but is unlimited when responding to a state- or nationally declared emergency in Missouri or upon any navigable waterway within or adjacent to the state of Missouri. The district may request that an employee be exempted from responding to a specific mission.

Pregnancy, Childbirth and Adoption Leave

A pregnant employee shall continue in the performance of her duties as long as she is able to do so and as long as her ability to perform duties is not impaired, based on medical opinion.

The employee may use accrued sick leave, personal leave or vacation during periods of pregnancy-related disability and, if necessary, an unpaid leave of absence to begin at the time recommended by her physician. The employee shall return to duty when she is physically able, based on medical opinion, except that this paragraph creates no rights extending beyond the contracted period of employment.

Pregnant employees shall be treated the same as other employees who are similar in their ability or inability to work for all purposes under this policy.

An employee who is the primary caretaker of an adopted child will be provided the same leave opportunities afforded employees for pregnancy-related leave for the purpose of arranging for the child's placement or caring for the child after placement.

An employee must notify the district of the need for and anticipated duration of the leave at least 30 days before leave is to begin, if foreseeable. If 30 days' notice is not practical, the employee must give as much notice as possible.

These rules are subject to preemption by the FMLA as necessary for FMLA-eligible employees.

* * * * *

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

Policy Reference**Description**

HA-1

NEGOTIATIONS WITH EMPLOYEE
REPRESENTATIVES

DLB

SALARY DEDUCTIONS

HPA

EMPLOYEE WALKOUTS, STRIKES AND OTHER
DISRUPTIONS

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