

2011 – 2012

**ST. JAMES R-I SCHOOL
DISTRICT**

**CLASSIFIED
HANDBOOK**

Board Approved

INDEX

	Section	Item
Annuities -----	III-----	10
Bereavement Leave -----	III-----	8
Board of Education-----	I-----	4
School Calendar -----		1
Classification of Employee -----	II-----	5
Communications (Telephone and E-mail Use)-----	III-----	14
Conduct, Personal -----	IV-----	12
Confidentiality of Information-----	IV-----	13
Discipline-----	IV-----	21
Equal Opportunity Employment -----	IV-----	11
Fingerprinting-----	IV-----	29
Free Admissions-----	III-----	10
Garnishments -----	III-----	10
Grievance Procedures-----	IV-----	22
Health, Conditions of -----	IV-----	12
Health Examination -----	IV-----	11
Health, Insurance -----	III-----	7
Hiring -----	III-----	5
Holidays, Paid -----	III-----	9
Injury on the Job-----	IV-----	12
Introduction -----	I-----	3
Job Assignment-----	IV-----	11
Job Performance Appraisal -----	IV-----	20
Job Transfer -----	IV-----	13
Jury Duty -----	III-----	6
Leave for Child Bearing or Rearing -----	III-----	9
Lunch Period-----	IV-----	17
Military Leave -----	III-----	6
No Smoking-----	III-----	10
Non-School Employment -----	IV-----	11

Overtime-----	III-----	6
Pay Period-----	III-----	6
Personal Business Leave-----	III-----	9
Personal Information, Current-----	IV-----	19
Personal Legal Liability-----	IV-----	25
Personal Property, Loss of-----	IV-----	24
Personnel File-----	IV-----	19
Probationary Period-----	IV-----	11
Relationship with Students, Parents, Other Employees-----	IV-----	12
Rest Periods-----	IV-----	16
Retirement-----	IV-----	27
Retirement Plan-----	III-----	7
Salary Deductions-----	III-----	7
Sex Discrimination & Harassment Issues-----	IV-----	12
Sick Leave-----	III-----	8
Sick Leave Pool-----	III-----	8
Social Security Program-----	III-----	7
Substitutes-----	III-----	6
Summer Hours-----	IV-----	28
Supervision-----	IV-----	12
Termination of Employment-----	IV-----	26
Travel Expenses-----	III-----	10
Vacation-----	III-----	9
Withholding of Service-----	IV-----	23
Work Schedule-----	III-----	6
Workman's Compensation-----	III-----	10

ST. JAMES R-I SCHOOL DISTRICT

HANDBOOK FOR CLASSIFIED EMPLOYEES

Introduction

The St. James School District employs over 200 individuals to work in the instructional and non-instructional positions for the purpose of maintaining an educational organization which serves the pupils, parents, and residents of the district. It is the desire of the school district that its employees find their work in the district rewarding and enjoyable. To help ensure that this will occur, it is important that all employees know and understand the “ground rules” under which they work.

The purpose of this handbook is to explain the personnel policies and procedures under which St. James employees work and the benefits to which they are entitled. The employees working under the conditions specified in this handbook work in the following areas: building and grounds, food services, business services, clerical and secretarial services, health services, and classroom services. Each employee is encouraged to read this handbook thoroughly in order to gain an understanding of his/her employment relationship to the district and to other employees. If there are items in the handbook that are not understood by the employee, then these items should be discussed with the employee’s supervisor or the Superintendent.

ANTI-DISCRIMINATION POLICY

It is the policy of the Board of Education to accord equal consideration and impartial treatment regardless of race, color, national origin, ancestry, religion, socioeconomic status, marital status, sex, age, disability conditions or organizational memberships. In keeping with the requirements of federal and state law, this school district strives to remove any vestige of discrimination in employment, assignment, and promotion of personnel and in educational programs offered to students. Inquiries regarding the implementation of this policy should be directed to the building principals or Director of Special Services, contact person for Title IX, Section 504 and ADA. (Grievance procedures are provided in Sections 1000, 2000, and 4000 of the Board Policy Manual.)

SECTION I

BOARD OF EDUCATION

A. Organization

The Board of Education is an agency of the state and is organized and operated under the laws of Missouri which authorize the Board “to make all needful rules and regulations for the organization, grading and government in the school district...” (Section 17.001, R.S. 1965). The Board of Education is composed of seven (7) members elected by a majority vote of the voters residing within the boundaries of the St. James School District.

The officers of the Board of Education are a president, vice president, secretary and treasurer.

B. Meetings

Regular meetings of the Board of Education are held at 6:30 p.m. on the third Thursday of each calendar month, unless another date or time is set by resolution. Special meetings of the Board of Education may be called by the president and the Board according to law and board policy.

C. Functions

The Board of Education performs the following three basic functions necessary to the discharging of its responsibilities: legislative, executive and appraisal.

The legislative function is the policy making aspect of the school system. It is the policy of the Board of Education to retain and exercise full legislative authority and control of the schools by adopting general policies and procedures or by acting directly in matters not covered by its policies.

The executive function of the Board is concerned with placing in operation existing Board policy. The function is delegated by the Board of Education to its executive and administrative officer, the Superintendent of Schools.

The appraisal function involves the determination of the efficiency of the school operation and an evaluation of the educational program of the school district.

SECTION II

CLASSIFICATION OF EMPLOYEES

The classified staff consists of all non-administrative and non-teaching staff members.

Classified staff employees are placed into one of four classifications:

A. Full Time

An employee scheduled to work at least 46 weeks per year and at least 35 hours per week.

B. Regular

An employee scheduled to work at least 174 days per year, and at least 30 hours per week.

C. Part Time

An employee scheduled to work at least 20 hours but less than 30 hours per week on a regularly scheduled basis.

D. Temporary

An employee working less than 20 hours per week or on an irregular basis. This will be supplemental or substitute employees whose length of employment is indefinite.

SECTION III

PERSONNEL POLICIES AND PROCEDURES

1. Hiring

Classified personnel will be employed at the salary rate established in Step I of the appropriate salary schedule unless previous experience warrants beginning the salary on Step II or higher. Employees will progress one step per year unless the employee is placed on probation due to performance evaluation, or if salaries would be “frozen” for some reason. Classification promotion starts at the step on the new schedule with dollar figure immediately above salary of former classification. Personnel employed after the first of March will stay on the same salary step for the following year.

2. Pay Period

Classified employees are paid once a month on the 10th. Payment shall be made on the working day that immediately precedes a holiday or a week-end on which the pay date falls.

3. Overtime

Employee's supervisor and Superintendent of schools must approve any pay in addition to contract amount.

4. Work Schedule Records

All classified employees except the building and grounds coordinator, must use a time sheet to report hours worked. Employees shall turn in a time sheet on the last day of each month to their supervisor, who shall deliver them to the bookkeeper.

5. Jury Duty

Absence with pay may be allowed for jury duty or court appearance due to subpoena as a witness. A request for such an absence should be submitted to the employee's supervisor. The employee shall reimburse the school the amount of pay received from the court for jury services, less travel allowance.

6. Substitutes

Substitutes for classified employees or personnel hired as temporary help will be paid on hourly rate according to Step I of the classified salary schedule. Substitute employees must record time worked on a time sheet and submit it to the supervisor, who will send it to the bookkeeper. Time sheets are due on the last day of the month for paychecks issued on the 10th of the next month.

7. Military Leave

An employee of this school district who becomes a member of the National Guard or of any reserve component of the armed forces of the United States, shall be entitled to leave of absence from his/her duties, without loss of time, pay, regular leave, impairment of efficiency rating, or any other rights or benefits, to which otherwise entitled, for all periods of military service during which he/she is engaged in the performance of duty or training in the service of this state or the United States under competent orders: except that the employee, while on such leave, shall be paid his/her salary for a period not to exceed a total of 15 working days in any one calendar year. Notification of the intention to take such a leave should be made to the employer's supervisor.

8. Salary Deductions

Salary deductions are allowed only upon approval of the Board of Education. Those deductions currently approved are:

1. Missouri Public School Retirement System
2. Federal and State withholding taxes
3. Medical insurance
4. Tax sheltered annuity
5. OASDI (Social Security – Medicare)
6. Garnishments

9. Retirement Plan

All full time, regular, and part time classified employees must enroll in the Non-Teacher School Employee Retirement System of Missouri. The employees contribute the required percentage of their income to the plan and the school district contributes a matching amount as specified by PSRS. This amount is subject to change by the Retirement System. Employees who terminate their employment with the school district may withdraw their individual contributions only, according to the rules and regulations of the Retirement System and must personally contact the Retirement Office in Jefferson City concerning this withdrawal. The address and telephone number of the Retirement Office:

Non-Teacher School Retirement System of Missouri
P.O. Box 268
Jefferson City, MO 65102-0268
1-800-392-6848

10. Health Insurance

All contractual employees employed for at least 30 hours per week shall be enrolled in a group health insurance and term life insurance program provided by the Board of Education at no expense to the employee. Additional spouse and family coverage may be obtained at the option and expense of the employee.

FROM THE CERTIFICATED STAFF GUIDE

St. James R-I School District provides health insurance for all full-time regular employees. Additionally, employees may obtain coverage for their families at a cost determined by the insurance provider. A life insurance policy in the amount of \$20,000 is provided to all employees. Dental, vision and additional life insurance are available to employees and their dependents at a reasonable cost. A list of the insurance providers, costs and other information is available in Administration Office – Human Resources. The district also provides a cafeteria plan/flexible spending account program for employee use. For employees who opt to participate in the flexible spending account program, receipts for reimbursement must be submitted between the dates of July 1 and

June 30. Employees may determine the amount that they wish to deduct for the flexible spending account from their monthly payroll. However, the employee should be aware that unused deductions will be forfeited at the end of the fiscal year.

11. Social Security – Medicare Program

All classified employees must contribute a specified percentage of their salary to Social Security (as determined by Social Security) – Medicare and the district contributes a matching amount. This is subject to change by the Federal Government. Under government regulations, all employee earnings must be reported with the Social Security number. Because of this regulation, no payroll check can be issued without the employee's social security number. Any employee noting an error in Social Security number should contact the Personnel office immediately.

12. Sick Leave

Sick leave days will be granted to employees at the rate of ten (10) days per contract year. Unused sick days may be accumulated to a maximum of 190 days with no more than 180 days carryover.

Employees with annual contracts between 200 to 220 days will be granted eleven (11) days of sick leave per year. Unused sick days may be accumulated to a maximum of 191 days, with a maximum carryover of 180 days.

Employees with annual contracts of more than 220 days will be granted twelve (12) days of sick leave per year. Unused sick days may be accumulated to a maximum of 192 days, with a maximum carryover of 180 days.

Employees accumulating the maximum sick days will be paid for any unused days over 180, at the employee's daily rate up to a maximum of \$55 per day, on an annual basis at the close of each school year. Upon termination of employment (after a minimum of 5 years of continuous employment with the district) from the district, the employee will be paid for the number of sick days accumulated per Board Policy 4320.

The definition of sick leave as used in this policy shall include personal illness of the employee, illness or death in the immediate family – spouse, children, parents, mother and father-in-law, brother, sister, grandchild, grandparents, or any person who is wholly dependent upon the employee which requires employee's presence.

An employee should call in as early as possible to report his/her disability. Upon return to work, the employee must complete a sick leave form in order to receive compensation. The employee may be requested to provide a physician's statement indicating the reason for the absence and/or certifying the employee is physically able to resume his/her work duties.

Any employee who anticipates exceeding his/her available sick leave days due to a catastrophic illness (for the employee or immediate family member), may submit a request to the office of the superintendent for “donated days” from fellow employees. Specific rules and regulations concerning this policy may be obtained from the payroll clerk located in the central office.

13. Bereavement Leave

Employees may be excused from work without loss of pay for a total of two (2) calendar days of Bereavement Leave per occurrence in the case of death in the immediate family (spouse, child, parent, parent-in-law, grandparent, grandparent-in-law, grandchild, brother, sister or any person wholly dependent upon the employee. In addition, employees may be excused from work without loss of pay for a total of one (1) calendar day of Bereavement Leave per occurrence in the case of death in the extended family (to include other in-laws, aunts, uncles, cousins and/or close friends, etc.). All Bereavement Leave must be approved by the employee’s immediate supervisor and the Superintendent. Bereavement leave shall not be cumulative.

14. Leave for Child Bearing or Rearing

Refer to Family and Medical Leave Act of 1993.

15. Personal Business Leave

The employees may use up to five (5) days per contract year, without loss of pay, to conduct personal business, which cannot or without great inconvenience, be conducted at any time other than a regular school day.

Personal days shall be granted in the amount of two (2) per contract year. No more than three (3) personal days shall be carried over. A maximum of five (5) days may be allowed in one (1) contract year. Unused personal days not allowed as carry-over shall be accumulated as sick leave.

If more than two (2) days are used consecutively, the purpose for the leave shall be stated on the application. The Board of Education reserves the right to request verification of the nature of the business whenever it deems necessary.

16. Paid Holidays

All full time and regular employees will be provided their normal rate of pay for all legal holidays provided those holidays fall during employee annual employment period. The legal holidays to be observed are: New Year’s Day, Martin Luther King Day, Presidents’ Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

17. Vacation

All full time classified employees with annual contracts of more than 220 days shall earn five (5) days of paid vacation after one (1) year of employment, ten (10) days after two (2) years of employment, fifteen (15) days after ten (10) years of employment, and a maximum of twenty (20) days after twenty (20) years of continuous employment. Accrued vacation will be available on the anniversary date of employment. All vacation time must be approved by the employee's supervisor.

Employees whose term of employment is less than twelve (12) months and who are eligible for the vacation benefits must take this earned vacation between the first and the last day of their employment period and such earned vacation may not be carried over from one employment term to another without permission of the supervisor. Any vacation earned but not taken during the employment term will be lost without pay unless prior carry-over permission is granted. At the termination of employment, the employee will be compensated at the current rate of pay for any accumulated "whole" days of vacation earned but not taken.

18. Workmen's Compensation

All employees are covered with Workmen's Compensation insurance. Any injuries shall be reported to the supervisor at the earliest possible convenience and the supervisor shall report any injuries to the central office.

19. Annuities

Employees may modify their annual salary by having a portion withheld for tax sheltered annuities which meet district qualifications. For information about annuities, contact the Superintendent's office.

20. Garnishments

All garnishments are processed under the regulations of the Federal Garnishment Law.

21. Travel Expenses

It is the policy of the Board of Education to pay reasonable travel expenses for those who travel on school district business and whose trip has been approved in advance by the employee's supervisor. These expenses include transportation, meals, lodging, tolls and parking charges. Expenses are reimbursed only when properly accounted for by an individual; receipts must accompany and be approved by the appropriate supervisor.

Reimbursement for the use of personal automobiles for district approved travel is determined by the Board of Education. Actual allowable reimbursement rates are

listed on the reimbursement form. Out-of-town lodging will be provided at district expense. A complete accounting of expenses must be made along with all receipts.

School approved travel will be reimbursed at the actual necessary expense, including meals and lodging when required.

22. No Tobacco on School Property

All tobacco products are prohibited on school property, both inside and outside the building. Tobacco products are prohibited at outdoor events sponsored by the school.

23. Free Admission

Board members, all employees, their spouses, and their school-age children shall be admitted to all St. James R-I School District events free of charge. However, athletic tournaments or activities sponsored by the Missouri State High School Activities Association will require all persons to pay admission at the rate determined by the activities association.

25. Use of Telephone and Electronic Media

Long distance calls of a personal nature should not be placed on school telephones. Staff members should use the telephone for school business only. It is not the school policy for staff members to be called from work assignments to answer the telephone. E-mail is provided for staff use. Wide distribution of non-school related e-mail (forwards) are prohibited.

EMPLOYEE RIGHTS AND RESPONSIBILITIES UNDER THE FAMILY AND MEDICAL LEAVE ACT

Basic Leave Entitlement

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- For incapacity due to pregnancy, prenatal medical care or child birth;
- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform the employee's job.

Military Family Leave Entitlements

Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the servicemember medically unfit to perform his or her duties for which the servicemember is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

Benefits and Protections

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least one year, for 1,250 hours over the previous 12 months, and if at least 50 employees are employed by the employer within 75 miles.

Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

Employer Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

- Interfere with, restrain, or deny the exercise of any right provided under FMLA;
- Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulations 29 C.F.R. § 825.300(a) may require additional disclosures.



For additional information:
1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627
WWW.WAGEHOUR.DOL.GOV



U.S. Wage and Hour Division

SECTION IV

PERSONNEL POLICIES, PROCEDURES, RULES AND REGULATIONS

1. Equal Opportunity Employment

It shall be the policy of the St. James R-I School District to provide equal opportunity in all areas of recruitment, hiring, working conditions and promotion without regard to race, color, creed, national origin, sex, marital status, age or physical or mental handicap, and to take affirmative action toward eliminating any existing discriminatory conditions or actions.

2. Non-School Employment

It is recognized that district employees may hold jobs with other organizations; however, it is expected that this second job will not hinder the performance of the job in St. James Schools. If such a hindrance occurs and the employee does not take action to correct the conflict after being so informed, the employee will be terminated from the St. James position.

3. Probationary Period

All new employees will be subject to a sixty (60) working day probationary period. Satisfactory job performance during this period will result in continued employment.

4. Health Examination

All school employees, unless known to be tuberculosis reactors, shall receive a tuberculosis test prior to employment and if negative, repeated only as part of an outbreak control measure recommended by an official health agency. The school nurse will provide the Tine Test for personnel who desire it, or the employee may provide a certificate signed by a doctor of medicine or a doctor of osteopathy stating that he/she has been found free from the disease.

Individuals who are considered to be tuberculosis reactors should receive a chest x-ray annually for two years and thereafter as determined by their medical provider.

Persons completing an adequate course of preventive therapy are exempt from routine periodic chest x-rays.

5. Injury on the Job

Any employee incurring an on-the-job injury must report it immediately to his/her supervisor and complete an accident report within 24 hours.

6. Conditions of Health

All employees are expected to perform their assigned job as specified by the district job description regardless of condition of health, except during periods of authorized leave for physical limitations resulting from an occupational related injury or illness incurred while in the employ of St. James Schools.

7. Staff Conduct

The Board of Education expects certificated and classified employees to enforce a standard of personal conduct in the school building and on school grounds which shall contribute to a high morale in the school and wholesome school reputation.

Responsibility for acceptable conduct and dress will rest with the employee as a professional individual. Employees of the district shall be neatly attired and groomed while discharging their responsibilities to the district. Grooming attire shall not affront community tastes or standards.

8. Relationship with Students, Other Employees and Parents

The laws of Missouri provide that only a certificated employee may discipline a pupil. When a classified employee observes unruly behavior by a pupil, he/she should report the incident to a teacher or to the principal of the school. The employee may restrain without administering punishment by intervening in a fight or preventing a pupil from damaging school property.

All classified employees should develop a friendly and cooperative working relationship with the pupils. The relationship of certificated and classified personnel shall be that of employees working together to provide the best possible learning situation for the St. James pupils.

Classified personnel, in dealing with the parent of the pupil, shall support the program of the St. James School District. They shall not enter into arguments concerning policy or procedures.

9. Discrimination Based on Sex and Sexual Harassment

Title IX and Sexual Harassment: Sexual harassment in educational institutions is not simply inappropriate behavior, **IT IS AGAINST THE LAW**. Sexual harassment of students is a violation of Title IX of the 1972 Educational Amendment in that it constitutes differential treatment of the basis of sex. Title IX applies to any educational program or activity which received Federal funds and protects both employees and students. *

The Director of Special Services of the St. James R-I School District has been designated by the Board of Education as the Title IX Compliance Officer. Any

questions or concerns should be brought to the attention of the office of the Special Services Director.

Any questions concerning what constitutes sexual harassment and the procedures to be followed are in the Board policy/regulation manual: 4810.

- * "Sexual Harassment: It's Not Academic" U.S. Office of Education, Office for Civil Rights, Washington, D.C. 20202-1328, 1991.

10. Confidentiality of Information

Information maintained and used by the district regarding students must be kept confidential. Parents have the right to request a list of the types and locations of their child's educational records and a list of any parties who have accessed information in that record. The district must keep a record of parties obtaining access except access by parents and authorized employees of the district, including the name of the party, the date of access, and the purpose for the access. If any record includes information on more than one child, the parent has the right to be informed of that specific information.

Information will be maintained and released in accordance with the regulations in the Family Education Rights and Privacy Act (FERPA) of 1974. The school district is not required to obtain parental consent before records are released to a school district to which a child transfers, to officials in the local district if they need them for educational reasons, or to officials of the Missouri Department of Elementary and Secondary Education.

If a parent believes that information in their child's records is inaccurate or misleading, or violates the privacy or other rights of their child, they may request that the district amend the information. The district must decide whether to amend the information within a reasonable period of time. The parents will be informed of that decision and the district shall advise the parent of their right to a hearing. The district, upon parental request, will provide educational records. If, as a result of the hearing, the district decides that the information is inaccurate, misleading or otherwise in violation of the privacy or other rights of the child, it will amend the information accordingly and inform the parent in writing.

If the district decides not to amend the information, it will inform the parent of the right to place a statement in the record commenting on the information or giving reasons for disagreeing with the district's decision. This explanation must be maintained by the district and if the information is disclosed to any party, the explanation must be disclosed.

A parent has the right to request that information maintained or used by the district regarding their child be destroyed five (5) years after it is no longer needed to provide

educational services. Parents are made aware that the information may be needed at sometime for Social Security benefits and other services.

11. Job Assignment

Job assignments (position placement) will be made by the Superintendent of Schools or his/her designate.

12. Supervision

Custodians work under the supervision of the Custodial Supervisor, maintenance personnel work under the supervision of the Building and Grounds Coordinator.

Secretaries are responsible to administrators and the Superintendent of Schools.

The School Nurse is responsible to the building principal and the Superintendent.

The Food Service Manager works under the supervision of the Business Manager.

Food service employees work under the supervision of the Food Service Manager.

The Custodial Supervisor works under the supervision of the Director of Buildings and Grounds.

The Director of Buildings and Grounds works under the supervision of the Superintendent of Schools.

Classroom paraprofessionals are responsible to the classroom teacher, principals and the Director of Special Services.

13. Job Transfer

The district has the right to transfer an employee at any time to any position in the St. James School District to meet its operational requirements.

14. Work Schedule

Individual supervisors establish work schedules for their employees which will most effectively meet the needs of the district. These schedules may be adjusted from time to time as conditions change.

15. Inclement Weather

When schools are closed because of inclement weather or an emergency:

1. Director of Building and Grounds, Custodial Supervisors, maintenance, custodians, central office staff, secondary counselor's secretary, and bookkeeper are required to work.
 - A. Nurse will continue to receive regular salary and will work on designated "make-up days" without additional pay regardless of when the make-up days occur.
 - B. Instructional aides will not be paid but, when working on "make-up days", will be paid at their regular rate.
 - C. Building secretaries, kitchen personnel, and student workers will not be paid; when working on "make-up days", will be paid at their regular rate. If a "make-up day" occurs on a district designated holiday on which the employee will work on that day will be designated by the supervisor as a holiday.
 - D. Any district employee who is required to report to work, but finds it impossible because of weather conditions, shall notify his/her supervisor.

If excused from reporting to work by the supervisor, he/she shall compensate for the missed time in one of four ways:

- (1) Use a personal day, or
- (2) Use a vacation day, or
- (3) Provide additional work time equal to the amount missed, or
- (4) Receive a deduction in pay for the time missed.

- E. If a "make-up day" occurs on a district designated holiday those employees who were required to work regardless of weather conditions, may be requested to work on that "make-up day": and if they choose to work, they will be provided with a compensating day off at a time that is mutually agreed upon between the employee and supervisor.

16. Rest Periods

There shall be two ten (10) minute rest periods during a six continuous hour or longer work day; one at approximately the mid-point between starting time and lunch period, and the second at approximately the mid-point between the lunch period and the end of the work day. Employees working less than a six hour day will receive one ten (10) minute rest period at approximately the mid-point of the work day. Rest periods are for the reason stated and shall not be used for make-up time.

17. Lunch Period

Each employee working at least five-and-one-half (5-1/2) continuous hour day will be provided a thirty (30) minute, unpaid lunch period. The time established for this

period may be set by the employee's supervisor, but will occur normally at the mid-point of the work day. Lunch periods are for the reason stated and shall not be used for make-up time.

18. Current Personal Information

In the event an employee has a change in name, address, telephone number, or dependents, the employee shall immediately notify the administrative office of the change.

19. Personnel File

A personnel file is maintained in the Superintendent's Office for each employee. The file shall contain information pertinent to the individual's employment relationship with the district. An employee may review the contents of his/her personnel file in the presence of the Superintendent at any mutually convenient time.

20. Job Performance Appraisal

Each employee will have at least one (1) formal job performance appraisal with his/her supervisor before the end of the probationary period and at least one (1) per year thereafter (in January), or as many other appraisals as the supervisor determines will be beneficial to the employee and the school district. The results of these appraisals will be placed in the employee's personnel file. The employee will receive a copy of any formal appraisal document placed in his/her personnel file.

21. Discipline

An employee whose job performance or personal behavior on the job is not satisfactory will be given a written notice of the concern. After the receipt of a second written notice of the same or similar concerns, an employee may be suspended without pay for a period not to exceed five (5) days. An employee committing any of the following violations may have disciplinary action taken against him/her or be discharged:

- (1) Failing to be at work station at starting time.
- (2) Excessive absenteeism, more than 10 days per year.
- (3) Excessive tardiness.
- (4) Wasting time, loitering, or sleeping during working hours.
- (5) Falsification of personnel or other records. *
- (6) Possession of weapons on district premises at any time. *
- (7) Removing district property, records, or confidential information from premises without authority. *
- (8) Willful abuse, misuse, defacing, or destruction of district property, including tools, equipment, or the property of other employees. *
- (9) Theft or misappropriation of property of employees or of the district. *

- (10) Refusal to obey proper orders of supervisor. *
- (11) Refusal or failure to do work assignment.
- (12) Unauthorized operation of machines, tools or equipment.
- (13) Threatening, intimidating, coercing, or interfering with employees or supervisors at anytime.
- (14) Making or publishing false, vicious, or malicious statements concerning any employee, supervisor, or the district.
- (15) Fighting on the premises at any time.
- (16) Creating or contributing to unsanitary conditions.
- (17) Possession, consumption, or reporting to work under the influence of alcohol or non-prescription drugs. *
- (18) Disregarding safety rules or common safety practices.
- (19) Gambling, lottery, or any other games of chance on district property.
- (20) Unauthorized distribution of literature, written or printed matter of any description on district premises.
- (21) Poor workmanship.
- (22) Immoral conduct or indecency including abusive and/or foul language. *
- (23) Making and/or receiving personal calls during working hours, except for emergencies.
- (24) Walking off the job. *

*** Subject to immediate discharge**

22. Staff Dispute Resolution (Grievance Procedure)

Employees with a dispute should refer to current Board Policy available in the Superintendent's Office.

23. Withholding of Service

Strikes, boycotts, or other action which interfere with the orderly functions of the school district are improper procedures and are not to be used by public school employees.

24. Loss of Personal Property

The school district will not assume responsibility for loss of, or damage to personal property stored, installed, or used on school premises.

25. Personal Liability

Employees having concerns or questions pertaining to their legal liability for acts performed in the scope of their employment in the district should address these concerns to their supervisor for referral to the Superintendent. The supervisor shall not undertake to give legal advice to employees individually or collectively.

26. Termination of Employment

Employees shall be considered terminated with the district and will lose all rights to accumulate additional benefits, including but not limited to vacation and sick leave, if:

- A. They resign their position with the district (effective on the last scheduled date of employment).
- B. They are discharged for cause by the district.
- C. They fail to report to work for three consecutive days and do not, within a three consecutive day period, give a satisfactory explanation for not reporting. Such employees shall be considered as having voluntarily quit.

27. Retirement

Retirement may commence at age 55 with at least 5 years of creditable service at a reduced rate. Full retirement may commence at age 60 with at least 5 years of creditable service or at any age if you have 30 or more years of creditable service.

28. Summer Hours

The Superintendent may grant a shorter work day (with a corresponding reduction in pay) or adjust the work schedule of those employees who normally work during the summer months. The granting of such requests will be determined by the work and/or demands placed on the department.

29. Fingerprinting

As of January 1, 2005, all new employees of a school district must submit fingerprints for a background check. The superintendent's office will make arrangements for the fingerprinting to be completed. A clean fingerprint check is a condition of employment, per Missouri law.

30. Surveillance Cameras

The St. James R-I School District has installed a comprehensive video surveillance system throughout the district and district buildings, both inside and outside, for the protection of the district, its staff and students. Employees, students and visitors to the schools may be recorded on the surveillance system at any time. Use of this system and the data it provides will not be provided to any agency except for the sole purpose of protection of the district (including students and staff).

PLEASE NOTE: BOARD POLICIES AND REGULATIONS WILL TAKE PRECEDENCE OVER THIS HANDBOOK.