



# DeLaSalle

## HIGH SCHOOL

### 2023-2024

### Employee Handbook

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**Vision:** DeLaSalle students will courageously pursue extraordinary opportunities and support one another in their quests for success post-graduation.

**Mission:** DeLaSalle develops courageous students with success plans that enable them to be strong community participants and leaders.

**Purpose:** DeLaSalle students graduate with the confidence to pursue their interests and the intellectual and emotional readiness to become effective contributors and leaders in their community.

**Values:**

At DeLaSalle we

- Operate Accountably
- Embrace Community
- Communicate Courageously

## DELASALLE EMPLOYEE HANDBOOK

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**DELASALLE EMPLOYEE HANDBOOK**

**Section One - Employment Practices**

DeLaSalle believes in the right of everyone to receive equal opportunity for employment.

**Equal Opportunity Employer**

The DeLaSalle Charter LEA is committed to providing equal opportunity in all areas of education, recruiting, hiring, retention, promotion and contracted service. DeLaSalle Charter LEA further commits itself to the policy that there shall be no unlawful discrimination against any person because of race, color, religion, disability, age, gender or national origin.

The DeLaSalle Charter LEA's equal opportunity policy extends to prohibitions against unlawful harassment of students or employees because of the individual's race, color, religion, disability, age, gender or national origin.

**Americans with Disabilities Act**

DeLaSalle will not discriminate against qualified applicants or associates based on disability. "Qualified" refers to someone who satisfies the requisite skill, experience, education or other job-related requirements of a position and who can perform the "essential job functions" of the position.

**Affirmative Action**

It is the practice of DeLaSalle to recruit and to hire employees without discrimination because of race, color, national origin, ancestry, religion, creed, socio-economic status, marital status, sex, age, disability, organizational memberships, sexual orientation, sexual identification (or lack thereof), political ideology, or veteran status and to treat all employees equally with respect to compensation, opportunities for advancement, including upgrading, promotion and transfer; and all other terms and conditions of employment.

## **Equal Opportunity, Civil Rights, Title IX, Section 504**

The DeLaSalle Charter LEA assures that it will comply with:

1. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination based on race, color, or national origin in programs and activities receiving Federal financial assistance.
2. Section 504 of the Rehabilitation Act of 1973 (Section 504), as amended, 29 U.S.C. 794, which prohibits discrimination based on disability in programs and activities receiving Federal financial assistance.
3. Title IX of the Education Amendments of 1972 (Title IX), as amended, 20 U.S.C. 1681 et seq., which prohibits discrimination based on sex in educational programs and activities receiving Federal financial assistance. The provisions of Title IX apply to students regarding educational opportunities and freedom from harassment, employees regarding employment opportunities and freedom from harassment, and to individuals with whom the Board does business.
4. The Age Discrimination Act of 1975, as amended 42 U.S.C. 6101 et seq., which prohibits discrimination based on age in programs or activities receiving Federal financial assistance.
5. All regulations, guidelines, and standards lawfully adopted under the above statutes by the United States Department of Education.

### **Recruitment/Retention**

#### Recruitment

DeLaSalle shall hire and retain competent and effective staff at all levels. Employment shall not be offered as an opportunity to exercise political or other personal bias, but rather as an effort to acquire the best person for each position. DeLaSalle may choose to post all available positions internally at all locations.

#### Application Process

The DeLaSalle Charter LEA Board, upon recommendation of the Executive Director, votes on the At-Will Agreements of all staff members. In approving the applications, the Board will be guided by the desire to obtain individuals committed to providing the highest quality education for the DeLaSalle Charter LEA's students.

No person will be employed until the DeLaSalle Charter LEA obtains a clear criminal records check and a clear check of the Child Abuse/Neglect Registry maintained by the Missouri Department of Social Services. The administration may also conduct random background checks after employment. DeLaSalle Charter LEA will not employ teachers whose certificate of license to teach has been revoked or is currently suspended by the State Board of Education.

As part of the criminal records check, any person employed after January 1, 2005, shall submit two sets of fingerprints to be used by the Missouri Highway Patrol and the Federal Bureau of Investigation. The fingerprints shall be collected pursuant to standards determined by the Missouri Highway Patrol. However, any teacher who retires from any Missouri school and

returns to the classroom as a part time teacher or a substitute within one year of retirement may be excused from a background check. Consistent with R.S, Mo. 43.540.5, the results of all background checks on potential employees and volunteers will be kept confidential and will be used solely for the school's internal purposes in determining the eligibility of applicants for employment.

### Employment Eligibility Verification

DeLaSalle Charter LEA complies with the Immigration Reform and Control Act. All new employees are required to complete an Eligibility Verification Form (I-9) within three business days of their hire date. New employees must provide the required documents to be reviewed and verified by the Executive Director or designee. Completion of the I-9 is required for employment at DeLaSalle Charter LEA.

The Eligibility Verification Form is maintained separately from the employee's personnel file in case federal agencies request the review of these forms.

### Hiring

All employees must complete the following forms:

- DeLaSalle Employment Application
- W4-Federal Tax Form
- Missouri Employee Withholding Allowance
- I-9 Employment Eligibility Verification
- Employee Information Form
- Code of Ethics
- Contract if applicable
- Benefit enrollment forms (health, dental, life, retirement, etc.)

### At-Will Agreements

At-Will Agreements will be in writing and will be signed by the employee and the Executive Director. At-Will will include the amount of annual compensation and the days of service. DeLaSalle is an At-Will Employer and reserves the right to terminate employees with or without cause.

### Nepotism, Conflict of Interest and Financial Disclosure

No person who is a family member of a Board Member will be hired as a full-time or part-time employee of DeLaSalle Charter LEA. If a Board member and an employee become related during their term of employment at DeLaSalle Charter LEA, and such relationship violates the provisions of the policy, one of them must resign. Family member within the meaning of this policy is defined as spouse, domestic partner, child, parent, sibling, or in-law, or other relatives

within the same household.

Excluding family members as defined above, the Board may employ a person related within the fourth degree to a Board member, provided the related Board member does not debate or vote

upon the employment issue. However, the Board may not under any circumstances employ one of its own members.

#### Definitions of Employment Status

- Full-time: Employment is forty hours or more per week. There are two types of full time employees at DE LaSalle Charter LEA: 12-month employees and 10-month employees. 12-month employees are typically administrative and support staff. 10-month employees are typically the certificated/teaching staff.
- Part-time: Employment is less than forty hours per week.
- Administrative Personnel: Positions include the Executive Director, other administrators, and support staff who work on a 12-month basis.

#### Personnel Records

DeLaSalle will maintain accurate records on all employees. Each personnel record will contain: application, written or verbal references, verification of training and experience, licensing or certification (if required for position), wage and salary information, performance appraisals and emergency contact information.

The employee must report any change in name, address, telephone number, marital status, tax exemptions, beneficiaries of insurance benefits, number of dependents, person to notify in case of emergency, current license, or educational status, to the Human Resource Director as soon as the change has occurred.

Personnel files are the property of DeLaSalle. An employee's personnel file may be reviewed by the employee, upon request.

The personnel file(s) of an individual employee will be considered confidential to the extent allowed by law. Access to personnel files will be on a strict need-to-know basis by appropriate school administrators, members of the Board of Directors, legal counsel, or state agencies with authority.

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

Information of a critical nature will not be entered or filed in the employee's personnel folder

until the employee is given notice, as well as an opportunity to review the information and comment thereon. The employee will have the right to append a reply to the statement, which will also be included in the folder.

When an employee terminates from DeLaSalle, the complete file is retained as a permanent record for ten years.

Medical records, including health insurance records, will be maintained separately. Files containing immigration records will be kept separate from personnel files.

### Fraud Prevention

The DeLaSalle Charter LEA is committed to protecting the public funds with which it has been entrusted. Prevention of loss to fraud and corruption is an essential part of ensuring that all DeLaSalle Charter LEA's resources are used for the purpose for which they are intended.

### Reporting Suspicions

If fraud or corruption is suspected, then the matter should be reported without delay. Employees should report suspicions to the Executive Director at the outset and retain all evidence. However, if it is thought the Executive Director might be involved or there may be a conflict of interest, the matter should be reported directly to a more senior administrator.

It is recognized that for some individuals, raising a concern under this procedure may be a difficult experience. All reported incidents will be investigated.

All reports will be dealt with in confidence, with staff being informed on a need to know basis only.

To ensure that this policy is adhered to, and to assure staff that the concern will be taken seriously, DeLaSalle Charter LEA will:

- ◆ not allow the person raising the concern to be retaliated against for doing so;
- ◆ treat retaliation against whistle blowers as a serious matter leading to disciplinary action that may include dismissal;
- ◆ not attempt to conceal evidence of poor or unacceptable practice;
- ◆ take disciplinary action if an employee destroys or conceals evidence of poor or unacceptable practice or misconduct; and
- ◆ ensure confidentiality clauses in employment contracts do not restrict, forbid or penalize whistle blowing.

### The Investigation Process

The purpose of any investigation is to establish the facts in an equitable and objective manner.

The process will involve the use of authority or delegated powers to:

- ◆ screen allegations or information to gauge their credibility;
- ◆ secure all evidence;

- ◆ interview suspects;
- ◆ interview witnesses;
- ◆ take statements; and
- ◆ Coordinate with departments or other agencies (including the police).

The Executive Director will establish and record the basis of the concerns raised and establish what further actions are required. The Board will be informed of all reported disclosures and the actions being taken. In the case of disclosures on alleged fraud and corruption, the DeLaSalle Charter’s external auditors will be informed.

School policy requires that matters involving any financial irregularities are referred to the Executive Director for investigation. These matters are taken seriously and additional action, such as disciplinary proceedings and/or prosecution, will be taken where evidence of offenses is found.

The Executive Director will:

- ◆ Compile a report of findings for submission to the Board with a recommendation as to whether disciplinary action is appropriate.
- ◆ Where appropriate, coordinate with the police for them to consider taking criminal action.
- ◆ Advise departments on how to address procedural weaknesses identified during investigation.

### Employee Separation

#### **Definitions**

*Resignation* - A voluntary separation including:

- Resignation with or without notice.
- An unauthorized absence of three or more consecutive working days from DeLaSalle, unless such absence is due to a major incident which makes it impossible for the employee to report to work or appropriately notify the Executive Director of the absence.
- Failure to return from leave of absence as arranged.

*Discharge* – All other separations in which the employee is removed from the payroll, as except setout below:

- Retirement
- Health/illness
- Death

*Last Date Worked* - The last day actually worked by an employee, regardless of any additional pay the employee may receive, is the “last day worked” for calculation purposes.

### Employee Separation Procedures

*Resignation.* In the event of resignation, employees should provide written notice to Executive

Director whenever possible. Resignation once accepted may be effective immediately. An Employment Resignation Form is available for this purpose.

*Final Paycheck-* The employee's final paycheck will be to the employee upon completion of the employee's check out procedure, which includes returning all equipment, files and keys to the Executive Director. Failure to return the same may result in a reduction in pay to cover the cost for replacement of the same from the employee's final check.

*Benefits Eligibility-*

- Cancellation of Benefits and Continuation Options – DeLaSalle-sponsored life and disability insurance cease the day of termination. DeLaSalle sponsored medical and dental coverage in which the employee is enrolled will continue until the end of the month in which the termination date occurs, at which time they will cease.
- Eligible employees and their eligible dependents have the option of continuing DeLaSalle health insurance coverage at their own expense, upon employee separation. Details regarding this option are available from the Executive Director.

*Return of DeLaSalle Property-* At the time of separation, it is the employee's responsibility to return DeLaSalle property in the employee's possession (such as keys, uniforms, and equipment). Any delay in the return of DeLaSalle property could cause a delay in the issuance of the employee's final paycheck.

*Volunteers*

Prospective volunteers are invited to come to the school at a designated time for an interview with the Volunteer Coordinator to determine skills, interests, and background experience.

The DeLaSalle Charter LEA encourages participation of parents and citizens of the community to volunteer in the school to serve as additional resources to the teachers and students. Prior to serving as a volunteer, everyone who may have unsupervised contact with a child must complete an application for the position, have a satisfactory criminal records check, and have a satisfactory check of the child abuse/neglect records maintained by the Missouri Department of Social Services.

DeLaSalle recognizes that volunteers are a crucial resource in responding to the needs of youth in the community. Therefore, DeLaSalle accepts and encourages the participation of volunteers at all levels of the agency and within all appropriate programs and activities. All DeLaSalle staff is encouraged to work with volunteers, to assist in the creation of meaningful and productive roles for volunteers, and to assist in the recruitment of volunteers from the community.

*References*

Any inquiries from outside the agency regarding job reference checks of former or current employees, and employment verification checks of former or current employees, must be referred to the Executive Director.

## Section Two - Wage and Salary Practices

### *Pay Periods*

12-month employees shall be paid July 1 – June 30 in twenty-four pay periods beginning July 15, 2022 ending June 30, 2023. All other staff shall be paid in twenty-two installments beginning August 15, 2022 and ending June 30, 2023. Employees shall be paid on the 30<sup>th</sup> and 15<sup>th</sup> of each month.

### *Direct Deposit*

DeLaSalle requires direct deposit of paychecks. Employees will need to provide to the Executive Director the appropriate information and documentation to effectuate their direct deposits.

### *Time Sheets*

Employees must record time worked daily. All employees must submit their timesheets on the 16<sup>th</sup> and the 2<sup>nd</sup> of the month. Time sheets must be totally completed as directed and signed by the employee.

### *Payroll Advances*

DeLaSalle does not offer payroll advances for any reason.

### *Travel and Business Expenses*

#### Mileage Reimbursement

All DeLaSalle employees who travel on approved business for the agency will be reimbursed at the federal reimbursable rate for mileage if using their own personal vehicles. Reimbursement requests will be paid within thirty days after submission. Requests must be made within thirty days of incurring said expenditure.

#### Out-of-Town Travel

Out-of-town travel must be approved in advance by the Executive Director, including the length of travel, destination, and mode of travel. Advances may be given upon approval by the Executive Director. All other out-of-town costs such as food, lodging, parking, cab, airline, train, or gasoline expenses will be reimbursed based on actual costs, documented by receipts, if the Executive Director deems them necessary and reasonable. Reimbursement requests for travel expenses must be submitted within 30 days of return from travel.

#### Garnishments

DeLaSalle will make payroll deductions for any court order directing DeLaSalle to garnish the wages of an employee. The employee shall be informed of the action prior to the effective date of the deduction.

### *Section Three - Employee Benefits*

#### Holidays

All full-time 12-month administrative/management and support employees of DeLaSalle are eligible for the following paid holidays during the year, please note DeLaSalle's holidays are the same as KCPS, if there is a conflict, KCPS's holiday schedule will take precedence:

New Year's Day

The day before or after New Years to be determined by the Executive Director

Martin Luther King's Day

Presidents' Day

Spring Holiday

Memorial Day

Independence Day

Juneteenth Holiday

Labor Day

Thanksgiving Day

The day after Thanksgiving

December 25

The day before or after December 25 to be determined by the Executive Director

Ten-month contract employees observe the holidays listed above plus winter and Spring breaks.

Employees called to work during a designated holiday will be granted another day off with pay at a mutually convenient time.

Leave taken before or after a holiday is not allowed.

#### Vacation

Twelve-month, full-time administrative employees are entitled to accrue the following vacation leave, vacation shall accrue on July 1 of each fiscal year:

##### Year

1 year 5 days

2 years 10 days

3+years 15 days

Part-time employees who work at least 20 hours per week are eligible for vacation after completing 3 years of consecutive service. Vacation days are accrued at one half the accrual rate

of full-time employees. Part-time employees who work at least 20 hours per week are entitled to accrue the following vacation leave:

<u>Year</u>	
1-3	0 days per year
4-5	1 week
6+	1 ½ weeks (7.5 days)

Vacation leave must be approved by the Executive Director at least thirty days in advance, except for emergency circumstances. Scheduling conflicts may require a change in the employee's requested vacation time. It is preferred that vacation time be taken in increments of not less than (1/2) day increments unless pre-approved by the Executive Director or designee.

All vacation requests should be prepared in memorandum form or e-mail and sent to the Executive Director.

Vacation Leave may not be carried forward from year to year and is not reimbursable upon termination or resignation.

There are no advances made on vacations. Only accrued vacation time may be taken. The Executive Director has the discretion of approving leave without pay.

#### *SickLeavePTO*

#### Ten-Month Employees

Ten-month employees will receive 2 days of PTO days automatically on the first day of school. PTO that is not used cannot be rolled over into the next year. PTO may be used as for any personal reason(s) by the Ten-month employee. To the extent possible, the request for leave is to be made at minimum 24 hours prior to the time the leave is to be used.

Ten-month employees receive ten days of sick leave automatically on the first day of school. Sick leave that is not used cannot be rolled over into the next year. Sick leave is not compensated for upon termination or resignation. Ten-month employees shall use their sick leave due to your own illness, injury, or due to illness in your immediate family. The employee's immediate family means the employee's spouse, children, parents, or relative living in the employee's household. All 10-month employees using sick leave for more than three consecutive days are required to submit a doctor's statement (for themselves or the sick relative). A dividend, as determined by the Board, may be given to Ten-month employees who have unused sick leave of 8 or more days on May 31.

#### Twelve-Month Employees

Each fiscal year beginning July 1, all full-time Twelve-Month employees shall receive twelve (12) days of sick leave for the year. Sick leave that is not used **cannot** be rolled over into the next year. A dividend, as determined by the Board, may be given to employees who have unused sick leave of 10 days or more on June 30.

Twelve-month employees do not receive PTO because they receive vacation days.

## *Compliance*

Employees will be docked sick leave without prior approval for absences occurring as follows:

- Not working the day prior to or after a holiday or vacation.
- The first day of the school year and the following five working days
- The last day of the school year and the prior five working days
- Pre-planning days, staff development days, staff curriculum days, etc.
- Other critical days as identified by the Executive Director

Sick leave is allowed only as specified in this written procedure. Absences that do not comply with this procedure are prohibited and may result in disciplinary action up to and including termination of employment.

## *Funeral Leave*

An employee is eligible for up to three days paid funeral leave upon the death of an immediate family member. Immediate family members include spouse/domestic partner, children, parents, siblings, grandparents and mother or father in-laws. Requests for funeral leave should be approved in advance by the Executive Director.

Part-time employees are not eligible for paid funeral leave.

## *Parental Leave*

This policy applies to all prospective or current employees of DLS, who are parents or will become parents in the future. Parental leave is designed to address every need associated with the expectancy or care of a child. It includes paternity leave, maternity leave, adoption leave.

Parents who require time off to see to various health needs regarding their children (which must be under eighteen years old) may also qualify for a certain amount of paid or unpaid parental leave under FMLA. Such circumstances include:

- Taking a child to the hospital or a doctor's appointment
- Caring for a sick child
- Attending child counseling sessions

DLS will comply with legal guidelines that may exist and will endeavor to support its employees as much as possible. You may find DLS's complete policy and requirements regarding FMLA under the section titled FMLA on page 15 and 16 .

Maternity Leave is a temporary absence from an employee's position and will be granted to support expectant mothers who require time off for pregnancy, childbirth recovery and childcare. Paid leave may be substituted for unpaid maternity leave in accordance with DLS's paid time off provisions of DLS's

FMLA policy.

Pregnant employees may continue to work until they are certified unable to work by their physician. At that point, pregnant employees are entitled to receive benefits according to DLS's short-term disability insurance plan, if applicable. In addition, Employees should check with DLS's human resources department prior to taking and after starting one's maternity leave regarding their re-calculated pay, which is based on actual days worked for the academic year; the employee's daily rate of pay; application of accumulated sick leave/ PTO; and short-term disability, if applicable.

When the employee returns to work, she is entitled to return to the same or equivalent job with no loss of service or other rights of privileges. Should the employee not return to work when released by her physician or the agreed to return date, she will be considered to have voluntarily terminated her employment with DLS.

Paternity Leave is a temporary absence from an employee's position and applies to fathers or partners who require time for the care of an infant. It will be granted to allow both new parents to care for and bond with their newborn or adoptive child. When the employee returns to work, the employee is entitled to return to the same or equivalent job with no loss of service or other rights of privileges. Should the employee not return to work on the agreed to date the employee will be considered to have voluntarily terminated their employment with DLS.

Adoption Leave is a temporary absence from an employee's position that applies to those who have recently become legal guardians of a child of up to age ten (10). The number of paid weeks off will refer to "bonding time" with that child and will be granted according to law requirements and DLS's judgement.

When taking Maternity or Paternity Leave DLS will provide up to eight (8) weeks paid leave after which Employee will be allowed to use any accumulated sick leave/PTO. If additional time is needed beyond the eight (8) weeks leave and the Employee's sick leave/PTO the employee may take FMLA, if they qualify.

When taking Adoption Leave, DLS may provide up to eight (8) weeks paid leave. The number of paid weeks will be granted based on the law what seems best as determined by DLS's Executive Director or his/her designee, which will be timely communicated to the Employee. After use of the paid leave, Employee may use his/her sick leave/PTO, after which the employee may take FMLA, if they qualify.

When an employee needs to request parental leave, they must always give proper and timely notification to the Executive Director or his/her designee. In cases of the expectancy of a child, proper documentation may be requested. When parental leave for other reasons is needed, the employee should state the reason and the date and length of the desired leave. Should the employee not return to work on the agreed to date the employee will be considered to have voluntarily terminated their employment with DLS.

### *Family and Medical Leave*

An eligible employee may take unpaid family and medical leave for up to a total of 12 weeks during the fiscal year (July 1 – June 30) for the following reasons:

The birth of the employee's child and the care of such a newborn child. • The placement of a child with the employee for adoption or foster care. • The care of the employee's spouse, child, or parent who has a serious health condition. • The employee's own serious health condition that prevents him/her from performing the essential functions of his/her position.

Requests for family and medical leave must be made to the Executive Director, providing as much notice as practicable in cases of medical emergency or other unforeseen events. When the leave is foreseeable such as for planned medical treatment or birth of a child, the request is to be submitted in writing at least 30 calendar days in advance. (Personnel with teaching responsibilities are encouraged to make their request as far in advance as possible.) The request must include enough information for the Executive Director to conclude a family and medical leave qualifying reason exists, and a proposed schedule of leave dates, including when accrued paid leave will be used and when unpaid leave will be used. Notification to the employee of request approval or designation may be verbal and must be followed up in writing.

For requests due to the serious health condition of the employee's spouse, parent, or child, or the employee's own serious health condition, written certification from a health care provider must be supplied by the employee as soon as possible but no later than 15 calendar days following a request for certification by the Executive Director. The certification must include enough information for the Executive Director to confirm a serious health condition exists, the probable duration of the condition, and the specific period(s) of incapacity. In the case of an employee's need to care for a spouse, child, or parent with a serious health condition, the certification must also include a description of the care and an estimate of the time that such employee needs to care for the family member.

An employee may be required to submit subsequent certifications no more frequently than every 30 calendar days unless an extension or modification of leave is requested, changed circumstances occur regarding the serious health condition, or information arises that questions the validity of the earlier certification.

In cases of the employee's own serious health condition, the employee may be required, on or before the date he/she returns to work, to provide a certification from a health care provider confirming the employee is able to return to work and perform the essential functions of his/her position.

For any family and medical leave absence, an eligible employee is required to use accrued sick leave and shall be permitted to use accrued vacation, if the employee so elects. Employer paid benefits will continue during the period of family and medical leave.

### *Military Leave*

#### Short-Term Military Training-For-Duty

DeLaSalle will pay to the employee, upon return to active employment and upon presentation of official documentation from the Military Service, the difference between the employee's regular base rate of pay for the regularly scheduled work (approximately two weeks) if required by military orders to report to active duty, and the base pay for military service for the period of active duty. Such payment will be in an amount equal to the difference between:

- a. The military base pay (including allowance for rank, years of service, hazard, pay, flight pay, etc.) for the period of required active duty; and
- b. The amount of the regular base rate of pay that would have been received from DeLaSalle for the normal working days the employee was required to be absent.

#### *Leave of Absence for Extended Active Duty in the Military Service*

If a regular full-time employee leaves a position to enter active duty in the Armed Services of the United States, he/she will be placed on Military Leave of Absence status until expiration of the period during which he/she is eligible to apply and report for re-employment.

Eligibility for re-employment will be determined in accordance with the provisions of applicable laws and regulations, and reemployment will be offered upon application and availability for duty within the legally required period after release from satisfactory military service.

DeLaSalle medical insurance coverage will terminate at the point the military coverage begins.

#### *Jury Duty*

DeLaSalle encourages employees to fulfill their civic responsibilities when summoned for jury duty. Full-time and part-time salaried employees will receive their base pay during the approved leave period. There will be no loss of status, seniority, benefits, or position while an employee is on jury duty leave.

Employees called for jury duty must advise the Executive Director as soon as possible by presenting their "Notice to Serve". This will assist in ensuring a sufficient amount of time to properly arrange work schedules or work distribution, or to submit a request for deferment from jury duty if necessary. Employees are expected to report for work during the portion of any work day they are released from jury duty or whenever it is practical to do so.

#### *Employee Medical and Dental Insurance*

Employees who work a minimum of 32 hours per week are eligible for medical and dental insurance starting the first full month following 30 days of employment. DeLaSalle Charter LEA shall pay the Single-coverage for full-time employees. An employee may also elect to purchase additional coverage for a spouse and/or dependent children. Dependents children are covered up until the age set out in the policy. If an employee declines the opportunity to elect medical or dental insurance, then coverage generally will not be available until the next open enrollment period.

The open enrollment period dates, which will be provided at least thirty days before it begins, provides the opportunity to freely elect any available health insurance plan and to add or delete

family members without restrictions. The open enrollment period will be announced by the Executive Director or designee, with enrollment materials distributed to all individuals who are eligible for benefits. Any changes in coverage will take effect at the beginning of the new fiscal year.

Medical and dental coverage terminates at the end of the month in which an employee separates from service. However, the opportunity to continue group medical/dental coverage may be possible on a self-payment basis through participation in COBRA. The Executive Director can provide details regarding coverage continuation. Part-time employees are not eligible to participate in the medical and dental insurance.

#### *Worker's Compensation Insurance*

All employees, full and part-time, are covered by Worker's Compensation Insurance under the Missouri Worker's Compensation Law. If an employee is injured on the job, and scheduled working time is lost, the Worker's Compensation program will help pay for the lost scheduled time and incurred medical expenses if the claim is justified.

To ensure benefits, employees must immediately report any injury, no matter how minor, to the Executive Director. A Report of Injury Form detailing the nature and circumstances of the injury will be immediately completed by the Executive Director. If medical treatment is required, the employee should be referred to the approved provider (information available from the Executive Director. Failure to be treated by the approved health care provider may affect any eligibility for benefits due to injury.

If the employee has sick time accrued, he/she may request sick leave pay for the first three days waiting period not covered by Worker's Compensation. An employee may also use sick time to supplement the Worker's Compensation payment, not to exceed his/her full-time rate of pay.

To ensure the continuation of benefits under this program, it is necessary for employees who are off-duty due to a work-related injury to keep the Executive Director informed about the progress of their recovery. When an employee is medically cleared to return to work, it is the employee's responsibility to obtain a written medical release from the attending physician. This release must be submitted to the Executive Director in advance of the expected date of return to work.

#### *Pension Plan*

Eligible Employees of DeLaSalle Charter School are participants of the Kansas City Public School Retirement System.

### **Section Four - Daily Work Practices**

#### *Working hours*

The working hours for each employee may vary depending on the nature of the job. Working hours shall be established by the Executive Director, or designee, at the time of employment and are subject to change upon notice.

## *Absenteeism*

### Reporting Absence from Work

Employees who are going to be absent from work or tardy in arriving are expected to call, or in some way arrange to directly notify, the Executive Director prior to the beginning of the work day. If the absence lasts two or more days, the employee must call the Executive Director each day or specifically be exempted from doing so by the Executive Director so both persons have a mutual understanding about the condition of illness and probable date of the employee's return.

If an employee is absent for two consecutive days without notifying the Executive Director his/her employment is subject to termination.

All employees using sick leave for more than three consecutive days are required to submit a doctor's statement with an estimated return date.

### Unexcused Absences

After each incident of absence that was not authorized in advance, an employee must report the reason for the absence to the Executive Director. It is the responsibility of the Executive Director to evaluate each incident of unexcused absence and recommend the appropriate disciplinary action.

An employee who has exhausted their sick/personal time and does not have sufficient paid hours left to cover time missed will have their pay reduced commensurately.

### Reporting Absences

Absences will be reported through DeLaSalle Charter LEA's online system Bamboo. The process will be explained by the Executive Director or designee to ensure understanding and compliance.

The Executive Director will monitor employee attendance and act when attendance problems occur.

### Employee Warning Notice

If the Executive Director deems an employee is taking an excessive amount of time off, the employee may receive an Employee Warning Notice. This notice will be given to employees for an excessive amount of tardiness, absences, leaving early, taking long breaks or lunches, etc. However, as an At-Will Employer an employee may be terminated without an Employee Warning Notice. There can and will be additional disciplinary actions that may be taken for any employee that violates the attendance policies. Please refer to the Employee Discipline Policy.

### *Inclement Weather*

The DeLaSalle Charter School will close due to weather on the same days the Kansas City Public Schools are closed. Weather closings are announced through local radio and television stations. Administrative/management personnel and support staff who work on a 12-month basis are expected to report to work unless notified otherwise by the Executive Director or as announced through the media.

### *Confidentiality*

Reports and complaints of discrimination and/or harassment shall be treated as confidential to the extent that confidentiality does not interfere with the DeLaSalle's legal obligations, including its obligation to investigate allegations of misconduct and take appropriate action. It is a violation of this policy to engage in any form of prohibited discrimination or harassment, to fail to comply with any applicable provision or directive contained in this policy or to retaliate against any individual for complying with this policy, reporting a possible violation of this policy, or for cooperating with an investigation. DeLaSalle employees who violate this policy are subject to disciplinary actions, up to and including termination of their employment.

### *Staff Development*

In-service training days are scheduled throughout the academic year. Attendance is required of staff assigned to attend.

Staff are encouraged to attend seminars, workshops and other training presentations within and away from the agency. Upon return from a workshop away from the agency, the content and benefits of the workshop shall be shared with other staff.

When a staff member attends a workshop, seminar or other training activity that is paid for by DeLaSalle, or if the employee was allowed paid leave to attend the training, then the staff member shall submit all workshop materials and handouts to the DeLaSalle library or make them accessible to any other staff member who wishes to use them.

Employees must record each staff development activity by date, title of workshop/training, instructor or institution, education credit hour, location, and rating of the course. The Executive Director will place the same in the employee's personnel file.

### *Professional Development Program*

The Board shall provide a Professional Development Program to be in compliance with state statutes regarding assistance for beginning teachers. A committee will be determined to develop a plan to carry out the goals of the Professional Development Program.

### *Performance Reviews*

All employees will receive a written performance review. The employee will receive a copy of

the review and a copy will be included in the employee's personnel record. Interim evaluations, either written or informal, may occur throughout the year as needed to assist the employee in successfully meeting performance expectations. The criteria and process for evaluation will be established and shared on annual basis by the Executive Director or designee with the staff.

#### *Non-renewal/Termination*

DeLaSalle Charter LEA may choose to not renew an employee's contract for the coming school year or may choose to terminate an employee.

#### *Non-renewal*

On or before the 30<sup>th</sup> day of April in each school year, DeLaSalle Charter LEA will notify in writing each employee who will not be renewed for the next school year. An employee is not entitled to a warning period, notice of charges, nor a hearing prior to the Board's decision to not renew their contract.

#### *Termination of Employment*

DeLaSalle is an At-Will employer and may terminate employees with or without cause. However, DeLaSalle may choose to use progressive disciplinary processes to help employees achieve success.

#### *Employee Disciplinary (Employee Progressive Disciplinary Procedure.*

If DeLaSalle chooses to pursue progressive disciplinary action against an employee, these steps can be followed, depending upon the situation or be terminated at any point in the Progressive Disciplinary process, again DeLaSalle is not required to engage or complete this process before termination:

##### a) Verbal Warning or Employee Counseling

The employee will be counseled by the Executive Director following a minor offense or violation of policy or procedure to eliminate possible misunderstandings and to explain what constitutes proper conduct and performance. An employee will be given a Verbal Warning (which shall be documented in writing) regarding and including specific performance and improvement goals. The employee will be allowed a period of approximately 30 days in which to improve unsatisfactory performance.

##### b) Written Warning/Reprimand

If the employee's performance shows improvement in certain areas but not all areas as described in the Verbal Warning, the employee may be placed on Written Warning and given an equal amount of time to improve in the unsatisfactory areas. The length of the plan for improvement is not a guarantee and may be continued for a longer period. If it becomes apparent anytime during the plan that the objective established will not be met,

the employee may be terminated prior to completion of the plan. The employee will receive a Written Warning/Reprimand following an intentional breach of conduct, repeated minor problems or continuing performance problems. The purpose of a Written Warning/Reprimand is to make certain that the employee is fully aware of the problem areas and what is expected.

#### c) Termination

If after three Written Warnings/Reprimands the employee's performance and/or conduct does not improve, the employee is subject to termination.

#### *Staff Dispute Resolution (Grievance)*

The Board recognizes that in any workplace misunderstandings and disputes arise. If left unresolved, these disputes could undermine staff morale and can interfere with the educational mission of DeLaSalle Charter LEA. The Board has adopted a formal process for dispute resolution that encourages specified employees to resolve concerns quickly and at the most immediate administrative level.

It is the intent of DeLaSalle to identify and correct employee complaints at the earliest possible time and at the lowest level of supervision.

Complaint processing is viewed as a positive and constructive effort to establish the facts upon which the complaint is based and come to a fair conclusion. Employees will not be discriminated against nor will retribution be attempted against an employee who has filed a complaint.

#### *Definition of Grievance*

An employee's assertion that he or she is adversely affected by a violation, misinterpretation or misapplication of a school policy, regulation or procedure, or of an employee handbook, employee contract or existing law, or by any other action that affects the employee's performance of assigned job responsibilities.

A grievance will be processed according to the step-by-step procedures outlined below.

#### Step 1:

- Within five (5) workdays after receiving the decision at Step 1, the complainant may appeal the decision in writing to the Executive Director.
- The Executive Director will, within ten (10) workdays of receipt of the appeal, investigate and render a decision in writing to the complainant and to the person or persons originally involved in the complaint.

#### Step 2: Governing Board Level

- Within five (5) workdays after receiving the decision at Step 1, the complainant may appeal the decision to the Board.
- The Board will schedule the matter for a hearing within twenty-five (25) workdays following

receipt of the appeal. The Board will render a decision within fifteen (15) workdays after the hearing and record its decision in its minutes. Copies of the decision shall be given to the complainant, the immediate Executive Director and the person or persons originally involved in the complaint. The decision of the Board will be deemed final.

Note: Programs funded with Federal, state, and/or local dollars may have additional steps to this procedure. For additional information, please contact the Human Resource Department.

This policy does not limit the right of any employee to file grievances under Policy 4810 - Sexual Harassment, or Policy - Civil Rights, Title IX, and Section 504.

### *Harassment/Sexual Harassment*

It is the policy of DeLaSalle that all employees should enjoy a working environment free from all forms of discrimination, including harassment because of a person's race, color, national origin, ancestry, religion, creed, socio-economic status, marital status, sex, age, disability, organizational memberships, sexual orientation, sexual identification (or lack thereof), political ideology, veteran status, or other characteristic protected by applicable state, federal, or local laws.

Sexual harassment constitutes unlawful sex discrimination. It is the policy of the Board to maintain a learning and working environment that is free from sexual harassment.

It shall be a violation for any employee of the DeLaSalle Charter LEA to harass another staff member or student through conduct or communication of a sexual nature. It shall also be a violation of this policy for students to harass other students through conduct or comments of a

sexual nature. Furthermore, it shall be a violation of this policy for any person who is not an employee or student of DeLaSalle Charter LEA to harass a staff member or student of the Charter LEA through conduct or comments of a sexual nature while such employee is engaged in the performance of duties for the Charter LEA or while such student is under school supervision.

Sexual harassment is one form of unlawful harassment and is prohibited by DeLaSalle. Sexual harassment, as defined by the Equal Employment Opportunity Commission, is stated below.

“Unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature constitute sexual harassment when: (1) submission to such conduct is made either explicitly or implicitly a term or condition of the individual's employment; (2) submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting such individual; or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment” (Equal Employment Opportunity Commission, 29 CFR Part 1604.11(a)).

The Equal Employment Opportunity Commission's definition includes many forms of offensive behavior and includes gender-based harassment of a person of the same sex as the harasser.

Unlawful harassment includes unwelcome or offensive verbal or physical conduct because of a person's protected status that threatens, intimidates, offends, demeans, or coerces; and may impair an employee's ability to do his or her job.

Any employee who feels he or she is a victim of sexual harassment, including but not limited to, that conduct listed above by any Executive Director, management official, other employee, customer, student, or any other person in connection with employment at DeLaSalle, should immediately report the matter to the or Executive Director.

The school will promptly investigate all allegations of harassment in as confidential a manner as possible and take appropriate corrective action which may include counseling, training, transfer, suspension with counseling, and/or termination of employment.

Given the nature of this type of discrimination, DeLaSalle recognizes that false accusation of harassment can have serious effects on innocent men and women. Therefore, false accusations will result in the same severe disciplinary action applicable to one found guilty of harassment.

DeLaSalle also prohibits retaliation against an employee for making a good faith report of harassment. Employees who believe they have been the subject of such retaliation, or who believe they have knowledge of such retaliation, should immediately contact the Executive Director. Any person found to have retaliated against an employee for making a good faith harassment complaint will be subject to disciplinary action, up to and including termination.

#### *Smoke-Free Environment*

The Board recognizes that the use of tobacco products represents a health and safety hazard. Therefore, the use of tobacco products and vapes shall be prohibited in all school facilities, grounds and vehicles. This policy applies to all employees, students and patrons attending school-sponsored activities and meetings.

#### *Drug Free Workplace*

DeLaSalle is committed to providing an alcohol and drug-free environment and to help in overcoming alcohol or drug abuse for employees, students, their families, and people in the community.

The following are violations of the DeLaSalle Drug Free Workplace policy:

- Use, possession, manufacture, distribution or sale of illegal drugs or drug paraphernalia on DeLaSalle premises, facilities, vehicles, or while the employee is on agency business at any other location.
- Being under the influence of an unauthorized controlled substance, illegal drug or alcohol on DeLaSalle premises, facilities, and vehicles or during working hours.
- Refusing to consent to testing or submit a urine or blood sample for testing when requested by management.
- Switching or adulterating any urine sample submitted for testing.
- Failing to adhere to the requirements of any drug or alcohol treatment or counseling program in which the employee is enrolled because of disciplinary action stemming from

- violation of this Drug Free Workplace policy.
- Conviction under any criminal drug statute for a violation occurring in the workplace or under circumstances which adversely affect DeLaSalle's reputation in the community. • Failure to notify immediately the Executive Director of any conviction under any criminal drug statute for a violation occurring on DeLaSalle's premises within five (5) days of the conviction.
- Refusing to sign a statement agreeing to abide by the DeLaSalle drug free workplace policy.
- DeLaSalle reserves the right to subject both employees and applicants for employment to substance screening. Substance screening means testing of blood, urine, breath, saliva, or other tests as deemed necessary.
- DeLaSalle encourages early diagnosis and treatment for alcohol and drug abuse. DeLaSalle will assist employees in obtaining drug and alcohol abuse treatment whenever feasible, but the decision to seek diagnosis and accept treatment for alcohol or drug abuse is primarily the individual employee's responsibility. A medical leave of absence may be available to employees
- with substance abuse problems, and an employee may be required to obtain treatment from a rehabilitation program as a condition of continued employment.
- Insurance benefits for drug rehabilitation programs are provided by DeLaSalle's employee health insurance plan.

DeLaSalle Administration will:

- Identify and document job performance and behavior that may reflect personal problems. • Identify evidence of impairment by alcohol or drugs while on the job.
- Test employees suspected of violating the DeLaSalle Alcohol and Drug Abuse Policy, which includes drug testing

Employees undergoing prescribed medical treatment with any drug which may alter their behavior, or physical or mental ability must report this treatment to the Executive Director. Employees must keep all prescribed medicine brought to DeLaSalle premises in its original container, which identifies the drug, date of prescription, and prescribing doctor. All prescription medications must be stored in a locked container.

Employees must notify the Executive Director no later than five (5) days after a conviction for a violation of any criminal drug statute, when the violation occurred on premises owned or operated by DeLaSalle.

If an employee is convicted of a violation of a criminal drug statute committed on DeLaSalle premises, said employee may be dismissed or otherwise disciplined, and may be required to participate in a drug abuse assistance or rehabilitation program and complete such program in a satisfactory manner.

All DeLaSalle employees must comply with the Drug Free Workplace policy. Violation of the Drug Free Workplace policy and/or any of its specific provisions will result in disciplinary action, up to and including termination. If not terminated, an employee may be suspended without pay until he or she has satisfactorily completed a treatment or rehabilitation program.

### *Safety Standards*

The Board directs the Executive Director to ensure that the administration and management of all DeLaSalle Charter LEA operations are in compliance with local laws and regulations pertaining to student and staff safety and state and federal laws and standards regarding occupational safety and health. At various times DeLaSalle Charter LEA Executive Directors will issue specific safety standards and will provide ongoing directives, oral and written, to maximize employee and student safety. Failure to comply with such safety directives will be considered serious misconduct and will result in disciplinary action up to and including dismissal.

### *Security of Buildings and Grounds*

The administration will develop procedures to ensure that school facilities are safeguarded against criminal acts and negligent use. All employees are responsible for the care and proper use of school property. After school access to school facilities is limited to individuals and groups as authorized by the Executive Director.

### *Vandalism and Theft*

The administration will take appropriate actions to hold accountable individuals determined to have vandalized school property. Such actions include, but are not limited to school disciplinary action, restitution and criminal and civil charges.

Incident reports are to be sent to the Executive Director no later than the day following an incident. A telephone call to the Executive Director is to be made on the day of discovery as soon as practical.

### *Workplace Violence*

DeLaSalle is committed to providing an environment free from violence for all students, employees, and visitors. DeLaSalle will not tolerate any form of violence in the school including verbal or physical threats, or intimidation.

Violence and threats of violence may include:

- An act of physical assault.
- A substantial, communicated or suggested intent to harm another, endanger the safety of students, employees, or visitors, or destroy property.
- Behavior or actions that carry a potential for violence (throwing objects, waving fists, destroying property, etc.).
- Obsessively directed behavior (i.e. stalking, intensely focusing on a grudge, grievance, or romantic interest in another employee, student, or visitor).

Students, employees, and visitors are prohibited from bringing to DeLaSalle or on DeLaSalle premises, including parking lots, weapons and objects whose purpose is violent or threatening. Any employee who observes an incident of workplace violence must report the incident

immediately to his/her immediate Executive Director or other administrative personnel. DeLaSalle will immediately investigate concerns or incidents of workplace violence. The agency will guard against retribution and adverse treatment of employees who bring concerns or incidents, or who participate in an investigation. If evidence exists to support allegations and the offender is an employee, violence or threats of violence may result in disciplinary action up to and including immediate termination. If the offender is not an employee, other appropriate action will be taken.

#### *Prohibition Against Firearms and Weapons*

The presence of firearms and weapons poses a substantial risk of serious harm to school students, staff and community members. Therefore, possession of firearms and weapons is prohibited on school premises at all times except for law enforcement officials. As used in this policy, the phrase *school premises* include all school buildings, grounds, vehicles and parking areas. This prohibition also extends to the sites of school activities, whether those school activities are conducted on school property.

Students who violate this policy will be subject to suspension or expulsion. Law enforcement officials will be notified and the individual violating this policy will be directed to leave school premises. Non-students violating this policy will be barred from all school premises and school activities for a period of one (1) year. Subsequent violations by the same individual will result in a permanent bar from school premises and school activities.

#### *Accident Reporting*

In order that proper measures may be taken to avoid recurrence of accidents, written reports will be prepared on all accidents occurring on school premises or at a school-sponsored activity.

#### *Political Activity*

Employees shall not use school facilities, equipment, supplies and/or work hours for any partisan or non-partisan political activity. Except for voting in any special, primary, or general election, employees engaging in any political activity shall do so during off-duty hours. Violation of this policy may result in termination.

#### *Religious Expression*

The DeLaSalle Charter LEA is committed to provide educational services and to maintain a learning environment, which does not limit or deny participation in constitutionally protected prayer or other protected religious expression. Consistent with the provisions of the First Amendment, the DeLaSalle Charter LEA and its employees, who are engaged in official duties, will not sponsor any religious activity or expression. Conversely, the DeLaSalle Charter LEA and its employees, who are engaged in official duties, will not discourage or preclude religious expression that is privately initiated, consistent with this policy and regulation.

#### *Religious or Controversial Issues*

The espousal by any teacher or staff member of any religious denomination or faith is strictly forbidden; however, teachers may teach about religion with information being presented at an

appropriate maturity level for students.

No partisan political views may be espoused by any teacher or staff member; however, teachers may teach about political parties and politics as related to the governmental systems of the nation or world.

#### *Notice of Arrest, Abuse Complaint, Traffic Citation*

Every employee and volunteer who is arrested for a criminal act, felony, or misdemeanor must notify their Executive Director in writing within three (3) work days of the arrest. Similarly, every employee/volunteer must notify their Executive Director within the same time period of notice of a child abuse complaint against them. Traffic violations related to Driving Under the Influence will be treated as a criminal arrest. In addition to the preceding, any employee who operates DeLaSalle vehicles, or who uses his/her own vehicle on school business or to transport students, must notify his/her Executive Director of any moving traffic violations whether on work time.

#### *E-Mail Usage and Protocol*

Electronic mail or e-mail shall only be used to facilitate transmittal of business information, scholarly communication or other official business. Employees should maintain a professional tone in all forms of communication, including activity on any computer networks. Employees should not place anything in an e-mail that they wouldn't place in a written memo distributed to all DeLaSalle employees. This includes, but is not limited to, sexually explicit images, messages and cartoons and transmittal of ethnic, religious or racial slurs. There is no expectation of privacy when using DeLaSalle's email; servers; or network; computers; smart phones or other equipment.

Likewise, any Internet access while at work or through DeLaSalle's computers or networks should be limited to business or scholarly purposes. Inappropriate usage may result in discipline, including discharge.

In order for an organization to function efficiently, there must be effective communication which is enhanced when everyone pays close attention to matters that involve everyone.

In that respect, DeLaSalle employees are expected to check their organizational e-mail at least once a day.

DeLaSalle reserves the right to access all e-mail and computer files without notice or permission from users or employees. DeLaSalle may also disclose any electronic mail message to law enforcement officials without prior notice to any employees who may have sent or received messages which warrant their attention.

#### *MANDATED REPORTER STATUTE (Section 210.115, RSMO.)*

Who Is Mandated To Report Suspected Child Abuse/Neglect? The statute identifies the following individuals and professions as mandated reporters: Physician Medical Examiner Coroner Dentist Chiropractor Optometrist Podiatrist Resident (medical) Intern (medical) Nurse Hospital or Clinic Personnel that are engaged in the examination, care, treatment or

research of persons Any other health practitioner Daycare center or other child-care worker Juvenile Officer Probation or Parole Officer Jail or detention personnel Teacher Principal or other school official Minister (as provided by section 352.400, RSMo.) Peace officer or law enforcement official Other person with the responsibility for the care of children Volunteer or personnel of a community service program that offers support services for families in crisis to assist in the delegation of any powers regarding the care and custody of a child by a properly executed power of attorney pursuant to sections 475.600 to 475.604

### *Reporting Requirements*

When any individual identified above has reasonable cause to suspect that a child has been or may be subjected to abuse or neglect or observes a child being subjected to conditions or circumstances which would reasonably result in abuse or neglect, that person shall immediately report.

Reasonable cause to suspect means a standard of reasonable suspicion, rather than conclusive proof. The term "abuse" is not limited to abuse inflicted by a person responsible for the child's care, custody and control as specified in section 210.110, but shall also include abuse inflicted by any other person. No internal investigation shall be initiated until such a report has been made. The reporting requirements under this section are individual, and no supervisor or administrator may impede or inhibit any reporting under this section.

No person making a report shall be subject to any sanction, including any adverse employment action, for making such report. Every employer shall ensure that any employee required to report has immediate and unrestricted access to communications technology necessary to make an immediate report and is temporarily relieved of other work duties for such time as is required to make any report.

The only exception to the individual reporting requirement is that when two or more members of a medical institution, who are required to report, jointly have knowledge of a known or suspected instance of child abuse or neglect, a single report may be made by a designated member of that medical team.

Any member who has knowledge that the member designated to report has failed to do so shall thereafter immediately make the report. Nothing however, is meant to preclude any person from reporting abuse or neglect. Multiple mandated reporters with knowledge of abuse and neglect may call together to make a single report. Any person or individual required to report may also report the suspicion of abuse or neglect to any law enforcement agency or juvenile office. Such report shall not, however, take the place of reporting to the Children's Division.

If an individual required to report suspected instances of abuse or neglect pursuant to this section has reason to believe that the victim of such abuse or neglect is a resident of another state or was injured as a result of an act which occurred in another state, the person required to report such abuse or neglect may, in lieu of reporting to the Missouri Children's Division, make such a report to the child protection agency of the other state with the authority to receive such reports pursuant to the laws of such other state. If such agency accepts the report, no report is required to be made, but may be made, to the Missouri Children's Division.

### *REPORTING PROCEDURE*

Information for the Child Abuse/Neglect Hotline Unit Reports are to be made immediately to the

24 hour, 7 day a week Child Abuse/Neglect Hotline telephone number (1-800-392-3738 or 1-844-CAN-TELL) maintained by Children’s Division. Mandated reporters may also report online at <http://dss.mo.gov/cd/can.htm> For more information about making reports online please refer to:

- <http://dss.mo.gov/cd/pdf/Mandated-Reporters-CAN-Online-Reporting.pdf>;
- <http://dss.mo.gov/cd/pdf/Mandated-Reporters-CAN-Online-ReportingInstructions.pdf>.

### *Communications Between Employees and Students*

Electronic communications between teachers and students must be professional and limited to information that is school related.

Electronic communications should be made only through systems provided by the School District (e.g. DLS e-mail address or other sanctioned means of communication). In other words, you should NOT be communicating with students on social media or by any other non-sanctioned means of communication.

Any communications between teachers and students that are not on district communications systems must be authorized by the principal.

Authorization may be approved for communications relative to extracurricular activities, sports or other outside activities.

You are required to report any communication you receive from a student on non-District systems (e.g. Facebook or other social network sites) You are also required to report communications between other employees and students using non-District systems.

General comments concerning matters of public concern will typically be protected speech, but publishing information that you learn in the course of your employment will not necessarily have such protection.

Devices or other equipment provided to or accessible to staff are for school system-related activities only. Any other use by staff, except in cases of emergency, is not appropriate. Misuse of the device or equipment may be the basis for loss of access and/or other disciplinary action.

Use of and all activities and communications on such devices and equipment are subject to review by school administration at any time.

**Text Based Communications (Other than Social Media)** Teachers, administrators, and staff members with a need to know information regarding a particular student may communicate between or among each other regarding a student via school-provided equipment. Teachers and other school instructional staff may exchange communications regarding a child’s academic or disciplinary performance/record in order to assist in the instructional setting

Do not use language that would not be appropriate and professional to say to a person (e.g. parent) if you were having a face-to-face conversation. It is tempting to “vent” frustrations,

particularly with a challenging parent or child. However, what you put “out there” in writing is “permanent” product which can be accessed at a later time. Off-the-cuff remarks and sarcastic comments can damage a hard-earned professional reputation and may lead to civil liability (for example, an action by a parent against you personally) and/or disciplinary action (by the school system).

If you are communicating with another employee about a student, limit the content of the communication to a single student, to the extent possible. Avoid making any statement about a parent, student, fellow employee or otherwise that could be construed as derogatory.

Emails, texts, social media posts – are all accessible and can be obtained through a variety of means. If you are engaged in a written exchange with a parent that has become contentious, end the exchange politely before things escalate. Be the one to send the final email by saying something like: “Thank you for the opportunity to discuss this matter. I will pass along all of this information that we’ve discussed to (the appropriate administrator). I look forward to continuing to work with you toward a resolution”.

Verbal Communications Finally, a word about verbal communications:

Every cell phone has a voice recorder. Assume that any conversation you have is being recorded. Document in writing all verbal conversations with parents and third parties. That written record can be useful later if you need to recollect or prove what was discussed. When possible, have another staff member present when meeting personally with any parent about a matter which could escalate or otherwise become problematic. If having another staff member present is not possible, have the meeting in a more public location such as the front office area.