

# **Hamilton R-2 School District** **Classified Staff Handbook**



## **Hamilton R-2 Vision Statement**

The Hamilton R-2 School District strives to inspire and challenge students to achieve their full potential.

## **Hamilton R-2 Mission Statement**

The Hamilton R-2 School District is committed to providing a positive environment with a variety of challenging opportunities for PK through post-graduate learners. Therefore, educators will promote diverse academic, personal and professional endeavors that will culminate with students becoming positive productive members of an ever-changing society.

**Notice of Nondiscrimination**

The Hamilton R-2 School District is committed to maintaining an educational and workplace environment that is free from discrimination, harassment, and retaliation in admission or access to, or treatment or employment in, its programs, services, activities, and facilities. The District is committed to providing equal opportunity in all areas of education, recruiting, hiring, retention, promotion and contracted service.

In its programs and activities, the District does not discriminate on the basis of race, color, national origin, ancestry, religion, sex, disability, age, genetic information, or any other characteristic protected by law and as required by Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975 and Title II of the Americans with Disabilities Act of 1990. In addition, the District provides equal access to the Boy Scouts of America and other designated youth groups. Further, no person shall be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination based on the above listed characteristics under a school nutrition program for which the District receives federal assistance from the U.S. Department of Agriculture (USDA Food and Nutrition Service).

The following person is designated and authorized as the District’s Non-Discrimination and Title IX Coordinator to coordinate compliance with the laws identified above, including to handle inquiries or complaints regarding the District’s non-discrimination policies:

**Compliance Officer**

High School Principal  
Hamilton R-2 School District  
Highway 13 South  
P.O. Box 130  
Hamilton, Missouri 64644  
816-583-2136

For information regarding how to report or file a claim of discrimination, harassment, or retaliation, see Board of Education Regulation-- Policy and regulation—shall govern the grievance procedures, process, and response for complaints and concerns by parents, patrons, employees, or students of the District related to discrimination, harassment, or retaliation on the basis of race, color, national origin, ancestry, religion, sex, disability, age, genetic information, or any other characteristic protected by law.

Inquires or concerns regarding civil rights compliance by school districts should be directed to the local school district’s Non-Discrimination and Title IX Coordinator. Inquiries and complaints may also be directed to the Kansas City Office, Office of Civil Rights, US Department of Education, 8930 Ward Parkway, Suite 2037, Kansas City, MO 64114; (816) 268-0550; TDD (877) 521-2172.

## Continuous School Improvement Plan (CSIP) Goals

The Continuous School Improvement Committee agreed on the following improvement objectives to be accomplished within five years (2021-2026).

### **Leadership Objectives**

- 1: Provide a financial structure to maintain 100% of the instructional resources, support services and safe facilities.
- 2: 100% of the BOE members and the Superintendent will engage in ongoing professional learning and self evaluation to strengthen governance practices.
- 3: The local board adopts, monitors, and annually reviews the implementation and outcomes of the CSIP Plan that focuses on district performance and improvement while maintaining a minimum of a 94% on the DESE Annual Performance Report on a yearly basis from 2021-2026.
- 4: The Hamilton R-2 BOE will be provided detailed monthly reports detailing where district dollars are being spent in comparison to the same month from the previous year.
- 5: The BOE will utilize data, to review and make moderate changes to three school system programs per year for the next 5 years. The following programs will be reviewed in years one and two: Special Education, Food Service, Finances, Professional Development, Transportation and At-Risk.
- 6: The school supports a system of recruitment and support to ensure a high quality, student centered staff while maintaining a turnover rate of less than 5% on a yearly basis.
- 7: The school system annually conducts a physical security site assessment at each facility prior to the beginning of the next school year and 100% of all staff attend security training.

### **Teaching and Learning Objectives**

- 1: 100% of Hamilton R-2 students meet or exceed the state standard and/or demonstrate measurable improvement.
- 2: Hamilton R-2 provides services to support the career development of all students.
- 3: Hamilton R-2 prepares 100% of students through the development of intrapersonal and interpersonal skills.
- 4: Hamilton R-2 ensures that 100% of new teachers participate in a 2-year mentoring program which implements board-adopted teacher/leader standards to ensure effective instruction for students.
- 5: Hamilton R-2 provides a multi-tiered system of support that addresses the needs of the whole child.
- 6: Hamilton R-2 will provide counseling services to support the career, academic, and social/emotional development of all students.
- 7: Hamilton R-2 utilizes evidence-based instructional practices to ensure the success of each student.

### **Collaborative Climate and Culture Objectives:**

- 1: The Hamilton R-II School District provides a safe and caring environment that supports teaching, learning and student success daily during the school calendar year.
- 2: The Hamilton R-II School District establishes a culture focused on learning, characterized by high academic and behavioral expectations for 100% of the students.

- 3: The Hamilton R-II School District will create and maintain collaborative prospects and relationships with school districts, business, industry, postsecondary institutions, and other entities to create well-rounded educational opportunities for 100% of the students and educators.
- 4: The Hamilton R-II School District intentionally engages parents/guardians to create effective partnerships that support the development and achievement of 100 % of the students.

**Data-Based Decision Making Objectives:**

- 1: Hamilton R-II staff will annually analyze district-wide assessment data to guide decision-making.
- 2: Hamilton R-II staff will gather school climate and culture data from all groups.

**Alignment of Standards, Curriculum and Assessment Objectives:**

- 1: 100% of district curriculum will be written and regularly reviewed according to established district procedures.
- 2: 100% of district students will be provided opportunities that challenge them.
- 3: Faculty will utilize, effectively, 100% of collected student data.

**Equity and Access Objectives:**

- 1: Hamilton R-II will develop a cohort which includes faculty, students, and community members to implement multiple perspectives into practice in the district's daily operations.
- 2: Hamilton R-II will provide access to in-house counseling services within each school day for teachers and students in grades pre-K through 12.
- 3: Students in the Hamilton R-II school district, who attend grades 9-12 in the district, will graduate at a rate of 100%.

**General District Information**

**HAMILTON R-2 SCHOOL BOARD MEMBERS**

President: Jessica Green (2024)  
Vice President: Jaclyn Ford (2023)  
Secretary/Treasurer: Katie Iddings  
Member: Eric Battaglia (2025)  
Member: Jared McGinley (2023)  
Member: Jason McTheeney (2023)  
Member: John Ohlberg (2024)  
Member: Will Railsback (2025)

**BOARD OF EDUCATION (BBA)**

The Board of Education is a representative body elected by the registered voters of the Hamilton R-2 School District of Caldwell County. It is the purpose and the role of the Board of Education to exercise general supervision over the schools of the district, and to ensure that the schools are maintained as provided by the state statutes, the rules and procedures of the Missouri State Board of Education and/or the Missouri Department of Elementary and Secondary Education, and the policies, rules and procedures of the school district. In addition, the Board is accountable to the electorate, and shall be responsive to the educational needs and the imposed financial constraints of the district.

The Board of Education shall control all aspects of the operations of the district within the limits of the law. However, the Board will make its members, the district professional and support staff, and the district patrons aware that the Board has authority to take official action only when it is acting as a whole. The Board shall be the final authority. No section of the policies, rules and procedures may be construed to limit the statutory powers of the Board to exercise its own prudent judgment.

### **BOARD MEETINGS (BDA)**

The Board of Education shall hold regular meetings throughout the year to transact such business as deemed necessary for the smooth operation of the school district.

The Board will hold its regular meeting on the third Wednesday of each month at 6:30 p.m at the HIVAC Building unless otherwise specified in the publicized notice of the meeting.

### **SCHOOL YEAR CALENDAR**

The school district calendar is defined as during a twelve-month period in which the academic instruction of pupils is actually and regularly carried on.

The school calendar shall provide for a minimum of 1,044 hours of actual pupil attendance. Various meetings, holidays and other days may be scheduled as part of the school term at the discretion of the Board of Education. The school calendar as developed by the superintendent and approved by the Board of Education will begin before Labor Day because of the Agricultural Exemption. The Board of Education shall reserve the right to exercise this option to determine if students are needed for agriculture production purposes in determining the opening date of school/actual pupil attendance and regular instruction carried on. Upon approval of the calendar by the Board, the superintendent will distribute copies to the staff and news media.

If school is dismissed because of inclement weather, the time spent in school that day will count toward the total hours of instruction for the year. Total hours of instruction must be 1,044 hours to complete the school year.

The school year (fiscal year) commences on the first day of July and ends on the thirtieth day of June.

**HAMILTON SCHOOL DISTRICT CALENDAR 2022-2023**

August 16th-18th	Teacher-In-Service
August 22nd	First Day of School
September 5th	No School/Labor Day
September 26th	No School/Teacher In-Service
September 30th	Early Out @ 1 PM/Homecoming
October 14th	End of 1st Quarter (38 Days)
October 20th	Early Out @ 1 PM/PT Conferences 1:30-7:30 PM
October 21st	No School
October 31st	No School/Teacher In-Service
November 23rd-25th	No School/Thanksgiving Break
December 19th-30th	No School/Winter Break
December 21st	End of 2nd Quarter (40 Days)/End of 1st Semester (78 Days)
January 2nd	No School/Winter Break
January 3rd	No School/Teacher In-Service
January 4th	Classes Resume (Start 2nd Semester)
January 16th	No School/Martin Luther King Day
February 20th	No School/President's Day
March 9th	End of 3rd Quarter (45 Days)
March 10th	No School
March 13th	No School/Teacher In-Service
April 6th	Early Out @ 1 PM/Easter Break
April 7th-10th	No School/Easter Break
May 14th	Graduation
May 19th	Early Out @ 1 PM/Last Day of School/End of 4th Quarter (47 Days)/End of 2nd Semester (92 Days)
May 29th	Memorial Day

**170 Student Days/177 Staff Days**

**Total Hours: 1087.70**

**Professional Development Days**

August 16th-Full	August 17th-Full	August 18th-Full	September 26th-Full
October 31st-Full	January 3rd-Full	March 13th-Full	

**APPLICATION FOR EMPLOYMENT**

All persons wishing to be considered for a Hamilton R-2 School District teaching position must complete an application listing qualifications, education, work experience, availability, and references which would be helpful to determine qualifications for employment in addition to background checks and the required fingerprinting. Applications can be submitted through the Employment Link on the district website.

In conformity to Department of Elementary & Secondary Education requirements, no person shall be employed to teach in the school system in any position until he/she has received a valid certificate or is eligible for proper certification to teach in that position.

**JOB DESCRIPTIONS**

Each teaching and employee position in the Hamilton R-2 District has an approved and adopted job description with which the responsible teacher shall be familiar. Changes and revision shall be presented to the Board of Education for approval or are otherwise acceptable.

**PERSONNEL RECORDS**

The Board of Education of each school district shall maintain records showing periods of service, dates of appointment, and other necessary information for the enforcement of school and retirement laws in addition to the following information:

1. A valid certificate for teaching in the state of Missouri.
2. An up to date transcripts of college record.
3. Employee's withholding tax exemption certificates.
4. Teacher retirement information as per requirements of The Public School Retirement System of Missouri.
5. Individual information such as social security number, home address including zip code, date of birth, salary schedule placement, time of day and day of week which employee's workweek begins, rate of pay, and various pay records and insurance information.
6. Positions requiring licenses and permits shall have such documents valid and up to date prior to employment. Such documents shall remain valid and updated.

Up to date transcripts, valid teaching certificates, and social security numbers must be in a file in the Superintendent's office prior to the start of the school year. Summer school hours should be turned in right away to record any change in a teacher's professional status.

It is the intent of the Board of Education to maintain complete and current personnel files, including all information necessary to comply with the Fair Labor Standards Act, for all district employees. There shall be one personnel file kept separate from personnel files.

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 or 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 derogatory 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 file.

**Personnel Policies/Guidelines**

**COMPREHENSIVE GUIDANCE AND COUNSELING PROGRAM (JHD)**

Hamilton R-2 School District believes that the Guidance Program is an important and integral part of the overall educational process. It is developmental by design and includes sequential activities which address the needs of students in elementary, middle and high school. The Guidance Program consists of guidance curriculum, individual planning, responsive services, and system support.

**SPECIAL EDUCATION SERVICES (IGBA)**

The Hamilton R-2 School District provides a free, appropriate education to all students with disabilities, including those who are in need of special education and related services. If any person knows or believes that a student has a disability and is in need of accommodation, that person should contact the school's principal or district administration immediately.

Students with disabilities may be eligible for accommodation under this policy even though they are not eligible for services pursuant to the IDEA. The district will initiate a referral if a student requiring accommodation is also believed to be a student with a disability under the IDEA. Implementation of an IEP in accordance with the IDEA satisfies the district's obligation to provide a free and appropriate education under Section 504.

### **BUILDING AND GROUNDS SECURITY (ECA)**

In general, district buildings and property are not open to the public unless the district has specifically opened a building or property for public use or for an event to which the public is invited. The superintendent or designee will establish regular business hours and locations where members of the general public may contact the district and interact with district employees.

The superintendent or designee will set hours when parents/guardians may drop off and pick up their students. The district is not responsible for the supervision of students except during regular school hours or other times designated by the district.

The superintendent or designee will determine which district employees need access to district buildings or grounds outside regular building hours and provide those employees with keys or electronic access. The district will maintain a list of employees with access and will routinely monitor this list to ensure that only current employees continue to have access. An employee's access may be revoked at any time.

All district employees and volunteers are required to maintain security in district buildings, enforce building access rules and take action when doors are left unsecured or district security is otherwise compromised.

### **Firearms and Other Weapons**

No person shall carry a firearm, a concealed weapon or any other weapon readily capable of lethal use into any school, onto any school transportation or onto the premises of any function or activity sponsored or sanctioned by the district, except for authorized law enforcement officials. Adults may possess weapons on school property for the limited purpose of facilitating or participating in a school-sanctioned firearm-related event. School officials are prohibited from authorizing any person to bring weapons on school property or to school activities, including concealed weapons, beyond the exceptions stated in this policy. Students may participate in school-sanctioned gun safety courses, student military or ROTC courses, or other school-sponsored or club-sponsored firearm-related events, provided the student does not carry a firearm or other weapon readily capable of lethal use into any school, onto any school bus, or onto the premises of any other function or activity sponsored or sanctioned by school officials or the district School Board.

Any person who possesses a weapon in violation of this policy will be asked to leave district property. In addition, district administrators may report the incident to law enforcement officials, ban the person from school property or school events in accordance with policy KK or seek other legal remedies. Possession of weapons by students is governed by policy JFCJ and regulation JG-R1.

### **Vandalism**

The superintendent or designee will establish controls to prevent the loss, damage and theft of district property. The administrators, department heads and supervisors of programs, buildings and departments are responsible for creating and enforcing practices and protocols to secure equipment and supplies and for



budgeting for the locks, safes or storage facilities necessary to prevent loss and theft and to protect district property.

All district employees must report missing or damaged property to their supervisor as soon as they become aware that property is missing or damaged. District patrons and students are encouraged to report incidents of damage to or theft of district property. All reports of missing or damaged property will be investigated.

The Board shall seek all legal redress against persons found to have committed acts of willful or malicious abuse, destruction, damage or theft of district property. The superintendent or designee is authorized to file charges on behalf of the district for theft, vandalism or other criminal activity involving district property.

Students found guilty of theft or willful damage to any district property will be disciplined in accordance with Board policies and regulations. Any employee whose actions or inactions cause the loss, damage or theft of district property may be disciplined or terminated. The district will seek restitution for willful damage to district property under the laws of this state. In the case of minors, restitution will be sought from their parents/guardians.

#### **STAFF CONFLICT OF INTEREST (GBCA)**

All employees of the Hamilton R-II School District shall adhere to the laws regarding conflict of interest and avoid situations where their decisions or actions in their employment capacities violate the provisions of this policy or conflict with the mission of the district.

#### **Sale, Rental or Lease of Personal Property (Property other than Real Estate)**

No employee of the district shall sell, rent or lease any personal property to the school district for consideration in excess of five hundred dollars' value per transaction or five thousand dollars' value per year to him or her, to his or her spouse, to a dependent child in his or her custody or to any business with which he or she is associated unless the transaction is made pursuant to an award on a contract let or sale made after public notice and competitive bidding, provided that the bid or offer accepted is the lowest received.

#### **Sale, Rental or Lease of Real Property (Real Estate)**

No employee of the district shall sell, rent or lease any real property to the school district for consideration in excess of five hundred dollars' value per transaction or five thousand dollars' value per year to him or her, to his or her spouse, to a dependent child in his or her custody or to any business with which he or she is associated unless the transaction is made pursuant to an award on a contract let or sale made after public notice.

#### **Independent Contractor Services**

No employee of the district shall perform service as an independent contractor for consideration in excess of five hundred dollars' value per transaction or five thousand dollars' value per year to him or her, to his or her spouse, to a dependent child in his or her custody or to any business with which he or she is associated unless the transaction is made pursuant to an award on a contract let or sale made after public notice and competitive bidding, provided that the bid or offer accepted is the lowest received.

#### **Additional Prohibitions**

1. Employees may not act or refrain from acting by reason of any payment, offer to pay, promise to pay or receipt of anything of actual pecuniary value paid or payable, or received or receivable, to themselves or any third person. This includes a gift or contribution made or received in relationship to or as a condition of the performance of an official act.

2. Employees shall not favorably act on any matter that is specifically designed to provide a special monetary benefit to them, their spouse or any dependent children in their custody.
3. Employees will not use their decision-making authority for the purpose of obtaining a financial gain that materially enriches them, their spouse or any dependent children in their custody by acting or refraining from acting for the purpose of coercing or extorting anything of actual pecuniary value.
4. Employees shall not offer, promote or advocate for a political appointment in exchange for anything of value to any political subdivision.
5. An employee will not attempt to directly or indirectly influence any district decision when the employee knows the result of the decision may be the district's acceptance of a service or the sale, rental or lease of any property to the district and the employee, his or her spouse, dependent children in his or her custody or any business with which the employee is associated will benefit financially.
6. An employee will not use his or her position with the district to influence purchases made by students or parents/guardians that result in the financial gain of the employee, the employee's spouse, the employee's dependent children or businesses with which they are associated, unless authorized by the Board of Education.
7. An employee will not trademark, patent, copyright or claim ownership interest in any inventions, publications, ideas, processes, compositions, programs, images or other intellectual property created by the employee in his or her capacity as an employee of the district, unless authorized by the Board of Education. The district will not pay royalties, licensing fees or other fees to employees or businesses with which they are associated for the use of intellectual property created by employees in their employment capacities, unless authorized by the Board of Education.
8. An employee will not receive compensation, other than the compensation received from the district, for tutoring students currently enrolled in a class the employee teaches unless authorized by the Board of Education. Any private tutoring of students for a fee on district property is subject to facility usage policies and procedures.
9. Employees will not accept gifts from an individual student, parent/guardian, vendor, vendor's representative or any person who does or is attempting to do business with the district unless authorized by the Board or the employee's immediate supervisor. Gifts include, but are not limited to, money, personal property, free meals, tickets to events, travel expenditures and games of golf valued in excess of the amount set by the Board. Door prizes and other randomly awarded prizes, such as those awarded from raffles or other fundraising events, are not considered a gift or gratuity.

#### **Use of Confidential Information**

Employees shall not use or disclose confidential information obtained in the course of or by reason of their employment in any manner with intent to result in financial gain for themselves, their spouses, dependent children in their custody, any business with which they are associated or any other person. Even when there is no financial gain involved, misuse of confidential information or failure to keep information confidential violates Board policy and could also violate state and federal law.

## Leave (GDBDA)

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

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

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

### **Paid Time Off –**

- 12 month full time employment = 15 Paid Time Off (PTO) days
- 11 month full time employment = 14 PTO days
- 10 month full time employment = 13 PTO days
- 9.5 month full time employment = 12.5 PTO days
- 9 month full time employment = 12 PTO days

Whenever possible, it is expected that requests for PTO will be made in writing to the designated administrator at least 48 hours in advance of the time PTO is requested. Absences of more than one hour through four hours shall be counted as a half-day of PTO. Employees may use no more than five working days consecutively unless the absence is due to the employee's health. No more than ten percent of the staff requiring substitutes in each building will be allowed to take annual PTO at any single time, unless previously approved by the building administrator. PTO cannot be used on the following days without prior approval from the designated administrator:

- Inclement weather days when school is in session
- Before or after a holiday
- First and last week of school

Absences may be charged against annual PTO including, but not limited, to the following reasons:

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

**Cumulative Sick Leave** – Unused annual PTO will convert to cumulative sick leave and can accumulate. In any year, if all annual PTO days are exhausted, cumulative sick leave days may be used for the following reasons:

- A. Illness, injury or incapacity of the employee. The Board reserves the right to require a healthcare provider's certification attesting to the illness or incapacity of the claimant and/or inclusive dates of the employee's incapacitation. FMLA health certification procedures apply to FMLA-qualifying absences, even if such absences are used as cumulative sick leave.
- B. Illness, injury or incapacity of a member of the immediate family. The Board defines "immediate family" to include:
  - ▶ The employee's spouse.
  - ▶ The following relatives of the employee or the employee's spouse: parents, children, children's spouses, grandparents, grandchildren, siblings and any other family member residing with the employee.
  - ▶ Any other person over whom the employee has legal guardianship or for whom the employee has power of attorney and is the primary caregiver. (Note: "Family" for FMLA purposes is more limited.)
- C. Illness, injury, incapacity or death of other relatives, with permission granted by the superintendent or designee.
- D. Pregnancy, childbirth and adoption leave in accordance with this policy. Staff members who are ill are encouraged to stay home to promote healing and reduce the risk of infecting others, especially during a pandemic or other significant health event. In the event of a pandemic or other significant health event, schools may be closed to all staff and students or just students. If schools are closed only to students, staff members are expected to work regular schedules or use appropriate leave.

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

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

**Reimbursement** – Upon teacher service retirement under the Public Education Employee Retirement System (PEERS) or under the disability feature of PEERS, non-certified staff who are at the time employed by the Hamilton R-II School District, shall be paid for accumulated days of annual leave with the following formula: (1) the first 90 days of leave will be at \$25 per day; (2) the remaining leave will be paid at a rate of .00125 of the minimum salary of \$35,000 or greater whichever applies after the employee shows proof of retirement through PEERS.

Beginning the 2022-2023 school year, any employee that leaves the district in good standing shall be paid for unused cumulative sick days at the rate of half of the daily substitute pay rate. "In good standing" means that the employee voluntarily resigns with a satisfactory work-related report from the immediate supervisor and /or principal.

Employees that have more than 90 sick days at the end of the fiscal year may apply to be paid up to ten (10) days with the following formula: annual salary times .00125. The time frame for applying for this reimbursement will be July 1-10<sup>th</sup> each year with payment being made in July.

Once a staff member has accumulated the maximum 180 days, any days earned but not used the following year shall be paid out with the following formula: annual salary times .00125.

**Vacation** – After one year of continuous employment, non-certified personnel employed on a twelve-month contract shall receive 10 days vacation with pay. After the third, fourth, fifth, sixth, and seventh years of continuous employment an additional day of vacation shall be earned each year. The maximum number of vacation days is 15. Prior approval from the principal or superintendent is required to use all 15 days in succession. Vacations can be utilized at any time throughout the year. Support staff employed on a 12-month contract shall have the option of being paid for up to ten days of accumulated vacation days at full rate of their current daily salary. Any unused vacation days may be carried over to the following year.

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

Upon retirement from the district staff shall be reimbursed up to a maximum of 15 vacation days at their current daily rate.

**Bereavement Leave** – When a death occurs in an employee's immediate family, employees may take up to three (3) days of bereavement leave. These days are not included as part of a staff member's PTO days or accumulated sick days. The district will require verification of the need for the leave via a funeral announcement or a newspaper publication. The Board defines "immediate family" to include spouse, parents, children, children's spouses, grandparents, grandchildren and siblings of an employee or employee's spouse, and any other family member residing with the employee. Building administrators may approve or disapprove requests.

Building administrators may approve or disapprove requests.

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

**Holidays** – July Fourth, Labor Day, Thanksgiving Day and day after , Christmas Day, New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day and spring break when school is not in session. Holidays may be modified or eliminated as needed when the academic calendar is changed due to inclement weather or for other reasons.

**Professional Leave** – Employees may be granted professional leave to attend classes or conferences, meet with mentors or participate in other approved professional growth activities. Professional leave must be approved by the immediate supervisor, arranged well in advance and is not considered personal leave.

**Military Leave** – The board shall grant military leave as required by law. Members of the National Guard or any reserve component of the U.S. Armed Forces who are engaged in the performance of duty or training will be entitled to a leave of absence of 120 hours in any federal fiscal year (October 1 – September 30) without impairment of efficiency rating or loss of time, pay, regular leave or any other rights or benefits. Employees shall provide the district an official order verifying that they are required to report to duty.

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

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

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

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

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

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

**Civil Air Patrol Leave** – Any employee who is a member of Civil Air Patrol and has qualified for a Civil Air Patrol emergency service specialty or who is certified to fly counternarcotics missions shall be granted unpaid leave to perform Civil Air Patrol emergency service duty or counternarcotics missions without loss of time, regular leave or any other rights or benefits in accordance with law. The leave is limited to 15 working days in any calendar year, but is unlimited when responding to a state- or nationally declared emergency in Missouri. The district may request that the employee be exempted from responding to a specific mission.

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

**Victims' Economic Safety and Security Act (VESSA) Leave** – Employees may take unpaid leave in accordance with law for absences related to domestic or sexual violence where an employee, an employee's family member or a person residing in the employee's household has been the victim of domestic or sexual violence. Leave may be taken intermittently or on a reduced work schedule. Two workweeks of unpaid leave will be available in a 12-month period, except that employees of districts with fewer than 50 employees but at least 20 employees will be limited to one workweek of unpaid leave. Employees may use accumulated paid leave or compensatory time concurrently with unpaid VESSA leave. VESSA leave does not create a right for employees to take unpaid leave that exceeds the amount of unpaid leave time under FMLA. Employees are required to give 48 hours' notice of the need for leave unless such notice is not practicable. The district may require certification of the need for leave, which may include documentation from an entity aiding the victim, a police or court record, or other corroborating evidence. Information provided by the employee in conjunction with the use of this leave will be confidential in accordance with law.

### **Pregnancy, Childbirth and Adoption Leave**

This section creates no rights extending beyond the contracted period of employment. FMLA certification and recertification procedures apply to FMLA-eligible employees. An employee must notify the district of the need for and anticipated duration of the leave at least 30 days before leave is to begin, if foreseeable. If 30 days' notice is not practical, the employee must give as much notice as possible. A pregnant employee

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

Employees eligible for FMLA leave for the birth, first-year care, adoption or foster care of a child will have such leave applied in accordance with the FMLA. The district shall only apply up to six weeks of accrued paid leave to such absences.

Employees who are ineligible for FMLA leave may take up to six weeks of leave for the birth, first-year care, adoption or foster care of a child and may use any combination of accrued sick leave, personal leave, vacation or unpaid leave. Pregnant employees who need more than six weeks of paid or unpaid leave for a pregnancy-related incapacity must provide certification of the medical necessity for such leave.

### **Family/Medical Leave**

Family and Medical Leave Act cases will be administered in accordance with federal law.

For all FMLA purposes, the district adopts a 12- month leave year beginning on July 1 and ending the following June 30. All eligible employees are entitled to family/medical leave for a period not to exceed 60 work days per leave year. When an employee has an absence (taken as paid or unpaid leave) AND the absence meets the criteria to be an FMLA-qualified absence, the district may designate such absence as part of the employee's total annual FMLA entitlement. If any employee is on a Workers' Compensation absence due to an injury or illness that would also qualify as a serious health condition under the FMLA, the same absence may also be designated as FMLA-qualifying and charged against the employee's FMLA-protected time entitlement.

The district shall apply paid leave, including sick leave, personal leave and vacation time, to an FMLA absence to the extent allowed by law, giving proper notice to the employee. If an employee's accrued paid leave is exhausted but an FMLA-qualifying reason for absence persists, or a new FMLA –qualifying reason for absence occurs, the resulting absences will continue to be protected FMLA leave until the aggregate of 12 work weeks of designated FMLA leave has been reached, but such absences will be unpaid.

Employees who take leave without pay under the provisions of this section shall be entitled to continued participation in the district's health plan. However, an employee who fails to return to work after the expiration of his or her allowed leave time will be expected to reimburse the district for those benefits paid, as required by law.

To be eligible for unpaid family medical leave, the employee must have:

1. Been employed in the district for at least 12 months (but not necessarily consecutively), and
2. Been employed for at least 1,250 hours of service during the 12-month period immediately preceding the leave (full-time teachers are deemed to meet this requirement), and
3. Given at least a 30-day notice for foreseeable circumstances.

FMLA-Qualified Leave includes the following reasons:

1. Birth and first-year care of the employee's child.
2. Adoption or foster placement of a child with the employee.
3. Serious health condition of the employee or the employee's spouse, child or parent.



#### 4. Active Duty

##### **Additional Provisions – Leave for Health-Related Reasons**

The district reserves the right to require certification of the serious health condition of the employee or employee's family member. Employees on FMLA – designated leave must periodically report on their status and intent to return to work. The district may also require that an employee present a certification of fitness to return to work.

FMLA leave may be taken intermittently as required for the health of the employee or family member or as reduced schedule leave in hourly increments. Under circumstances allowed by law, the district may require instructional employees who request intermittent leave due to medical reasons to take block leave or to find an alternative placement for the period of planned medical treatment. However, if the intermittent leave equals more than 20 percent of instructional time, special rules apply as set forth by law. When an instructional employee on FMLA leave is scheduled to return close to the end of a school term, the district may elect to use a special rule to prolong the employee's leave until the beginning of the next school term, thus extending the leave beyond the period where an FMLA-qualifying reason exists. In such an instance, the prolonged leave time is unpaid and is not charged against the employee's annual FMLA entitlement. In cases where the special rules for instructional employees apply the superintendent may apply those special rules or the general FMLA rules as better serves the interest of the district.

##### **Notice**

Information concerning the employee's rights under this act will be posted in accordance with law and will be provided in any employee handbooks that are distributed.

For any employee who is not eligible for the FMLA leave, including any employee who has exhausted available FMLA time, requests for leave and the use of benefits time shall proceed according to the district's established policies, and the procedural requirements of the FMLA shall not apply where they are not mandated by law.

##### **LACTATION SUPPORT (EBBC)**

For the convenience of district staff, students and the public and to support the care of children, the district will provide accommodations as required by law for lactation activities. For the purposes of this policy, "lactation activities" include expressing breast milk, breastfeeding a child or addressing other needs related to lactation. The district will provide employees and students a minimum of three opportunities during a school day, at intervals agreed upon by the district and the individual, to express breast milk or breastfeed a child for at least one year following the child's birth.

##### **COMPUTER USAGE (EHB)**

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

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

### **User Privacy**

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

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

### **DRUG/ALCOHOL-FREE WORKPLACE (GBEBA)**

Student and employee safety is of paramount concern to the Board of Education. In recognition of the threat to safety posed by employee use or possession of drugs or alcohol, the Board of Education commits itself to a continuing good-faith effort to maintain a drug-free workplace. The Board of Education shall not tolerate the manufacture, use, possession, sale, distribution or being under the influence of controlled substances, alcoholic beverages or unauthorized prescription medications by district employees on any district property; on any district-approved vehicle used to transport students to and from school or district activities; off district property at any district-sponsored or district-approved activity, event or function, such as a field trip or athletic event, where students are under the supervision of the school district; or during any period of time such employee is supervising students on behalf of the school district or is otherwise engaged in school district business.

### **DRUG/ALCOHOL REFUSAL TO SUBMIT TO TESTS (GBEBB)**

No employee may manufacture, use, possess, sell, distribute or be under the influence of alcohol or drugs in violation of the district's Drug-Free Workplace policy. All employees may be tested for alcohol and drugs if the district has reasonable suspicion that the employee has consumed alcohol or drugs in violation of Board policy.

### **EQUAL OPPORTUNITY EMPLOYER (AC)**

The Hamilton R-II School District Board Of Education is committed to maintaining a workplace and educational environment that is free from illegal discrimination or harassment in admission or access to, or treatment or employment in, its programs, activities and facilities. Discrimination or harassment against employees, students or others on the basis of race, color, religion, sex, national origin, ancestry, disability, age or any other characteristic protected by law is strictly prohibited in accordance with the law. The

Hamilton R-II School district is an equal opportunity employer.

### **Job Performance Evaluation (GDN)**

All employees will be given an explanation of duties and responsibilities, and will be provided guidance by their immediate supervisors in performing them satisfactorily. In addition, supervisors have the responsibility to inform each employee under their supervision in advance of the criteria to be used in the evaluative process. Supervisors and/or principals should justify any recommended salary increases on the basis of performance in the above named evaluative areas.

### **Support Staff Assignments and Transfers (GDI)**

The District recognizes that assigning qualified staff members to positions throughout the district is essential to providing an excellent educational program for all students. Every effort will be made to assign district staff to areas of the greatest need for the benefit of the students. The district will accept requests for transfer from employees, but will only honor those requests when it is in the best interest of the district and the educational program to do so.

#### **Assignments**

The Board directs the superintendent to assess the staffing needs of the district annually and to assign support staff as necessary to meet those needs. Although the superintendent will take the employee's expressed preference into consideration, the ultimate decision must be based on the district's needs. The superintendent may reassign support staff members to different positions or buildings at any time, including in the middle of the school year.

#### **Transfers**

Support staff may request to a different position or building by submitting the appropriate form to the superintendent or designee. Transfer requests for the following school year must be submitted on or before March 1.

Transfers in the middle of the year are discouraged and will be considered only extraordinary circumstances. Support staff requesting a transfer in the middle of the year must submit the appropriate form and discuss the request with both the employee's immediate supervisor and the superintendent or designee. Although the superintendent will take the employee's expressed preference into consideration, the ultimate decision must be based on the district's needs.

### **STAFF/STUDENT RELATIONS (GBH)**

#### **Definitions**

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

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

Student- Individuals currently enrolled in the Hamilton R-II School District.

## **General**

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

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

## **Absolute Prohibitions**

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

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

## **Exceptions to This Policy**

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

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

The staff member must be prepared to articulate the reason for any deviation from the requirements of this policy and must demonstrate that he or she has maintained an appropriate relationship with the student. To avoid confusion, the district encourages staff members to consult with their supervisors

prior to engaging in behaviors or activities that might violate professional boundaries as defined in this policy.

### **Failure to Maintain Boundaries**

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

1. Being alone with a student in a room with a closed or locked door or with the lights off. Counselors or others who need to work with students confidentially must discuss with their supervisors the appropriate manner of meeting with students.
2. Associating with students in any setting where students are provided, are consuming or are encouraged to use or consume alcohol, tobacco, drugs or any other product or service prohibited to minors.
3. Communicating with students about inappropriate sexual topics verbally or by any form of written, pictorial or electronic communication.
4. Discussing the staff member's personal problems with or in the presence of students.
5. Being present when students are fully or partially nude with the exception of supervision directed by the administration.
6. Allowing a student to drive the staff member's vehicle.
7. Providing a student (other than the staff member's children, stepchildren, or other children living in the staff member's home) transportation in the staff member's personal vehicle without a supervisor's approval, unless another staff member or the student's parent/guardian is also present in the vehicle.
8. Allowing any student to engage in behavior that would not be tolerated if done by other similarly situated students.
9. Frequently pulling a student from another class or activity to be with the staff member.

### **Electronic Communication**

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

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

student communications must be appropriate. Staff members may only communicate with students electronically for educational purposes between the hours of 6:00 a.m. and 10:00 p.m. Staff members may use electronic communication with students only as frequently as necessary to accomplish the educational purpose.

1. When communicating electronically with students for educational purposes, staff members must use district-provided devices, accounts and forms of communication (such as computers, phones, telephone numbers, e-mail addresses and district-sponsored webpages or social networking sites), when available. If district-provided devices, accounts and forms of communication are unavailable, staff member communicating electronically with students must do so in accordance with number two below. Staff members may communicate with students using district-provided forms of communication without first obtaining supervisor approval. These communications may be monitored. With district permission, staff members may establish websites or other accounts on behalf of the district that enable communications between staff members and students or parents/guardians. Any such website or account is considered district sponsored and must be professional and conform to all district policies, regulations and procedures.
2. A staff member's supervisor may authorize a staff member to communicate with students using the staff member's personal telephone numbers, addresses, webpages or accounts (including, but not limited to, accounts used for texting) to organize or facilitate a district-sponsored class or activity if the communication is determined necessary or beneficial, if a district-sponsored form of communication is not available, and if the communication is related to the class or activity. The district will provide notification to the parent/guardians of students participating in classes or activities for which personal electronic communications have been approved. Staff members may be required to send the communications simultaneously to the supervisor if directed to do so. Staff members are required to provide their supervisors with all education-related communications with district students upon request.
3. Staff use of any electronic communication is subject to the district's policies, regulation and procedures including, but not limited to, policies, regulation, procedures and legal requirements governing the confidentiality and release of information about identifiable students. Employees who obtain pictures or other information about identifiable students through their connections with the district are prohibited from posting such pictures or information on personal websites or personal social networking websites without permission from a supervisor.
4. The district discourages staff members from communicating with students electronically for reasons other than educational purposes. When an electronic communication is not for educational purposes, the section of this policy titled "Exceptions to This Policy" applies, and if concerns are raised, the staff member must be prepared to demonstrate that the communications are appropriate. This policy does not limit staff members from communication with their children, stepchildren or other persons living within the staff member's home who happen to be students of the district.

## **Consequences**

Staff members who violate this policy will be disciplined, up to and including termination of employment. Depending on the circumstances, the district may report staff members to law enforcement and the Children's Division (CD) of the Department of Social Services for further

investigation, and the district may seek revocation of a staff member's license(s) with the Department of Elementary and Secondary Education (DESE).

### **Reporting**

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

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

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

### **Training**

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

### **CORPORAL PUNISHMENT (JGA)**

For the purposes of this policy, corporal punishment is the use of physical force as a method of correcting student behavior. No person employed by or volunteering on behalf of the Hamilton R-II School District shall administer corporal punishment or cause corporal punishment to be administered upon a student attending district schools.

A staff member may, however, use reasonable physical force against a student for the protection of the student or other persons or to protect property. Restraint of students in accordance with the district's policy on student seclusion, isolation and restraint is not a violation of this policy.

The staff member will submit a written report to the principal explaining the reason and /or circumstances for use of physical force against a student, including the details of its application. The principal will provide a copy of the report to the superintendent.

### **ATTENDANCE AT MEETINGS (GBCB)**

All employees are to attend all required staff meetings called by district administration unless excused.

### **Travel Expenses**

The Board of Education will pay reasonable travel expenses for those who travel on school district business and whose trip has been approved in advance by the employee's supervising administrator and superintendent. Actual expenses will be allowed for overnight room cost, registration fees, and

commercial conveyance. Personal auto use will be reimbursed at the rate of forty (40) cents per mile. Meal expenses for a day trip that does not require an overnight stay are limited to \$10.00 for the day. Meal expenses for a trip that requires an overnight stay are limited to \$20 for the day.

The district asks that an Employee Expense Reimbursement Form accompanies all reimbursement requests. This form can be found on the Staff Documents drive titled Empe Reimbursement Form.

## **CONDUCT (GBCB)**

Dress professionally and in a manner that will not interfere with the educational environment.

## **STAFF CELL PHONE USE (GBCC)**

The Hamilton R-II School District encourages district employees to use technology, including cell phones, to improve efficiency and safety. The district expects all employees to use such devices in a responsible manner that does not interfere with the employee's job duties. Employees who violate district policy and procedures regarding cell phone use may be disciplined, up to and including termination, and may be prohibited from possessing or using a cell phone while at work. Cell phones may not be used in any manner that would violate the district's policy on student-staff relations.

## **Discipline**

An employee committing any of the following violations may be suspended with/without pay or be discharged:

- ◆ Failing to be at work assignment at starting time
- ◆ Leaving work stations without authorization
- ◆ Excessive absenteeism
- ◆ Excessive tardiness
- ◆ Falsification of personnel or other records\*
- ◆ Removing district property, records, or confidential information from premises without authorization\*
- ◆ Willful abuse, misuse, defacing, or destruction of district property, including tools, equipment of the property of other employees\*
- ◆ Theft or misappropriation of property of employees or of the district\*
- ◆ Refusal to obey proper orders of supervisor\*
- ◆ Unauthorized operation of machines, tools, or equipment
- ◆ Threatening, intimidating, coercing, or interfering with employees or supervisors at any time\*
- ◆ Making or publishing false, vicious, or malicious statements concerning any employee, supervisor, or the district
- ◆ Possession, consumption, or reporting to work under the influence of alcohol or non prescribed drugs\*
- ◆ Disregarding safety rules or common safety practices
- ◆ Unsafe operation of motor driven vehicle
- ◆ Unauthorized distribution of literature, written or printed matter of any description on district premises
- ◆ Posting or removing notices, signs, or writing in any form on bulletin boards or district property at any time without specific authority of administration
- ◆ Poor workmanship
- ◆ Immoral conduct or indecency including abusive and/or foul language\*



- ◆ Walking off the job
  - ◆ Refusal or failure to do work assignments
- \*Cause for immediate dismissal

### **Arrests**

All employees must notify their immediate supervisor of any arrests or charges, other than a speeding ticket, within forty-eight (48) hours after being charged or arrested.

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## **GRIEVANCE PROCEDURES (GBM)**

It is the intent of the Board of Education to address staff complaints and grievances at the earliest possible time and at the lowest level of supervision. Therefore the Board directs the superintendent or designee to create a procedure detailing how employees may bring complaints and receive responses to their complaints.

If a complaint has been made to the employee's immediate supervisor, building-level supervisor, and the superintendent or their designee and the employee has received responses from these persons, the employee may appeal to the Board of Education. The employee must submit a written request for an appeal within five (5) workdays after receiving a decision from the superintendent. The decision of the Board will be final.

Complaint processing should be 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 reprisal be attempted against an employee because a complaint was filed.

### **1. Definition**

*Complaint and/or Grievance* – An employee's assertion that he or she is adversely affected by a violation, misinterpretation or misapplication of a published district policy, procedure or regulation, or of an employee handbook, employee contract or existing law. Complaints relating to discrimination or harassment will be resolved in accordance with policy AC and regulation AC-R.

### **2. Exclusions**

This regulation shall not apply to complaints for which state law establishes a procedure for obtaining a Board hearing. In addition, complaints about non-renewal of a probationary teacher's contract, or about any other official Board action, shall be directed to the Board; and hearing on the same, unless required by state law, shall be discretionary with the Board. Complaints concerning evaluations, except those which lead to loss of pay, will be excluded.

## **REPORTING AND INVESTIGATING CHILD ABUSE/NEGLECT (JHG)**

The Hamilton R-II School District and its Board members and employees will take action to protect students and other children from harm including, but not limited to, abuse and neglect, and will respond

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

Employees failing to follow the directives of this policy or state or federal law will be subject to discipline including, but not limited to, termination, and may be subject to criminal prosecution. Board members who fail to follow this policy and applicable law may be subject to adverse action by the Board and criminal prosecution.

**Definitions**

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

Child – Any person under 18 years of age.

Mandated Reporter – Employees, officials, School Board members and others with care, custody and control of children in the district.

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

Sexual Misconduct – Engaging in any conduct with a student, on or off district property, that constitutes the crime of sexual misconduct involving a child under § 566.083, RSMo.; illegal sexual harassment as defined in policy AC, as determined by the district; or child abuse involving sexual behavior, as determined by the Children's Division (CD) of the Department of Social Services.

Those Responsible for the Care, Custody and Control of the Child – Includes, but is not limited to, any person exercising supervision over a child for any part of a 24-hour day and school personnel, contractors and volunteers who establish a relationship with a student through the school or through school-related activities, even if the alleged abuse or neglect occurred outside school hours or off school grounds.

**Public School District Liaison**

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

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

**For Employees**

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

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

For Students

In accordance with policy IGAEB, the district will provide trauma-informed, developmentally appropriate training to students in grades 6–12 on identifying and reporting sexual abuse.

### **Reporting Child Abuse and Neglect**

The Board of Education requires mandated reporters to comply with the state child abuse and neglect laws. Mandated reporters acting in their official capacities who know or have reasonable cause to suspect that a child has been subjected to abuse or neglect or is being subjected to conditions or circumstances that would reasonably result in abuse or neglect must directly and immediately make a report to the CD, including any report of excessive absences that may indicate educational neglect. No internal investigation shall be initiated until such a report has been made, and even then the investigation may be limited by law if the report involves sexual misconduct by a school employee.

Mandated reporters who make such reports to the CD must notify the school principal or designee that a report has been made. The principal or designee will notify the superintendent or designee and the district liaison(s) about the report. The school principal or designee may also notify law enforcement or the juvenile office when appropriate. Mandated reporters who have reason to believe that a victim of abuse or neglect is a resident of another state or was injured as a result of an act that occurred in another state may make a report to the child protection agency with the authority to receive such reports, pursuant to law, in the other state in addition to notifying the Missouri CD pursuant to this policy.

The reporting requirements are individual, and no supervisor or administrator may impede or inhibit any reporting under this section. Employees who make a report in accordance with law shall not be subject to any sanction, including any adverse employment action, for making such a report. Further, the superintendent and other district administrators shall ensure that employees mandated by law to make a report have immediate and unrestricted access to the communication technology necessary to make an immediate report. Employees shall also be temporarily relieved of other work duties for the time required to make a mandated report.

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

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

The CD will investigate all allegations of sexual misconduct involving district employees. The district may investigate the allegations for the purpose of making employment decisions.

## **Investigating Child Abuse and Neglect**

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

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

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

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

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

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

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

**Information from the Children's Division**

In accordance with law, as mandated reporters district employees reporting child abuse and neglect are entitled upon request to information on the general disposition of a report of child abuse or neglect and may receive findings and information concerning the case at the discretion of the CD. The CD will also notify the district when a student is under judicial custody or when a case is active regarding a student. Any information received from the CD will be kept strictly confidential in accordance with law and will be shared only with district employees who need to know the information to appropriately supervise the student or for intervention and counseling purposes. All written information received by any public school district liaison or the district shall be subject to the provisions of the Family Educational Rights and Privacy Act (FERPA). Information received from the CD will not be included in the student's permanent record.

**Immunity**

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

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

**Payroll Information/Fringe Benefits****Pay Periods**

Support staff employees are paid on the 20<sup>TH</sup> of each month with the exception of when a payday falls on a week-end and payday shall be before the week-end. Direct deposit of payroll checks is required.

**Salary Deductions (DLB)**

All salary deductions will normally be subject to Board approval and are voluntary on the part of the individual employee, except for deductions for absences not covered by paid leave or those required by law. The employee must authorize all voluntary deductions in writing.

**Retirement Plan (GDPC)**

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

**Social Security Program**

Unless they hold Missouri teacher certification, all non-certified employees must contribute an amount as required by law to Social Security. The Hamilton R-II District also contributes an amount as required by law. Under government regulation all employee earnings must be reported with the Social Security numbers. Because of this regulation, no payroll checks can be written without the employee's Social number. Any employee noting an error in his/her Social Security number should contact the superintendent's office immediately.

### **Life Insurance**

A term life insurance policy is provided for full-time employees. This life insurance coverage terminates upon the last day of the month following last day of employment unless the employee is retiring from the district. A beneficiary form must be completed and presented to the Superintendent's Office for filing.

### **Health Insurance (GDBC)**

The board provides health insurance to all full-time employees beginning the first of the month following their hire date. This will not include members of the family of those who are employed. However, family members may be covered by the district plan at employee expense. In the event of retirement, health insurance may be continued with the district plan at the individual's expense. If an employee resigns from their position with the Hamilton R-II School District, all benefit deductions will stop at the end of the month that includes the employee's last day of work. If the employee retires, it is possible that the benefit deductions could continue through August of that year.

### **Worker's Compensation**

All employees of the Hamilton R-II School District are covered under the Worker's Compensation law for accidents, which occur on the job. All accidents must be reported to the immediate supervisor within twenty-four (24) hours. The district chosen doctor will treat the injury.

### **Garnishments**

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

### **Overtime Pay**

A forty (40) hour week occurs Sunday through Saturday. Supervisors may adjust the work schedule within the Sunday through Saturday time frame. Overtime pay must be approved in advance by the superintendent. In case of an emergency, the immediate supervisor may approve overtime pay.

### **Current Personal Information**

In the event an employee has a change in name, address, telephone number, or dependents, the employee shall immediately notify his/her department's administrative office and superintendent of the change.

### **Personnel File**

A personnel file is maintained for each employee in the superintendent's office. 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 or designee at a mutually convenient time.

### **Purchasing Information**

### **Purchasing of Materials**

A budget is established by the Board each year. Spending is limited to the budgeted amount unless special approval is granted. Requisitions must be submitted and approved by the superintendent prior to purchase.

- ◆ The requisition must be approved by the building principal.
- ◆ The requisition is submitted to the superintendent for signature.
- ◆ All items must be approved for purchase.
- ◆ All purchase tickets must be signed by the person picking up items.
- ◆ If you anticipate a bill that has to be paid at the time of the service, you must get approval for the payment in advance.

### **Receipt of Funds**

- ◆ Obtain a receipt from the person receiving the funds.
- ◆ Issue a receipt if you collect funds.
- ◆ Two individuals must tabulate funds.
- ◆ Deposit all monies on a daily basis.
- ◆ Do not keep money in your desk.

### **Invoices and Reimbursement Requests (DLC)**

Invoice and reimbursement requests must be submitted for payment by the 10<sup>th</sup> of each month. Items submitted after this date will be scheduled for payment at the following board meeting.

## **Miscellaneous Information**

### **Activity Passes**

Activity passes are provided to all district employees through the Athletic Director's office. These passes exclude all State-sponsored activities

### **Use of Personal Vehicles for School Use (EEAE)**

The driver of a private automobile shall have a valid Missouri operator's license. The driver of other vehicles transporting to and from school shall be licensed in accordance with Section 302.272, RSMo. Private automobiles are defined as any motor vehicle not regularly used by the general public engaged in the transportation of persons or property for hire.

### **Inclement Weather**

All full-time employees will work on inclement weather or "snow days." Work missed due to bad weather may be deducted from vacation time. Arrangement of work schedule and vacations is to be determined by the supervisor and the individual employee. The superintendent must approve any

exception to this. 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 compensated.

Any employee who works less than 12 months is not required to report to work on a “snow day” unless instructed to work by their supervisor or the superintendent. If the employee works on a “snow day,” they will be compensated. All employees are required to work on all designated “make-up” days.

### **Loss of Personal Property**

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

### **Personal Legal 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 supervising principal, director, or coordinator for referral to the superintendent. The principal, director, or coordinator shall not undertake to give legal advice to employees individually or collectively.

### **Business Gifts (GBCA)**

Employees will not accept gifts of substantial value from vendors, students or parents unless authorized by the Board of Education. For the purposes of this policy, a gift has a “substantial value” if it is worth more than \$300.

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### **School Buildings**

Building entrance keys will be issued to only those persons in need of an entrance key, as determined by the administration. Use of the buildings on Sunday is discouraged. All buildings opened for use on Sunday must be approved by the building principal or superintendent. Building facilities shall not be used any hours other than school hours without permission from the building administrator. This includes group or personal interest usage.

### **Keys**



Keys are not to be loaned or given to other personnel, students, or people outside the district.

**Rest Periods**

Employees will receive one (1) 15-minute rest period at approximately the mid-point of either the morning or afternoon of the workday. Rest periods are for the reason stated and shall not be used for make-up time.

**Summer Hours**

With approval of the superintendent, a department supervisor may grant a shorter work day (with corresponding reduction in pay) or adjust the work schedule for those employees who normally work during the summer months.

**Safety Criteria for Custodians**

+ Knows where all utility shut-off are and where fire extinguishers are located and has maps on hand for utility emergencies.