

Hamilton R-2 School District **Certified 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.

Teacher Responsibilities

In connection with and in addition to their teaching function, the major duties and responsibilities of teachers shall be:

- ◆ To cooperate in the development of a philosophy of education for the entire school system and, through democratic procedures, implement the philosophy into the program of the schools so that the needs of the children and youth of the community at large may be met effectively.
- ◆ To work for the maximum development of individual children and youth by maintaining a classroom environment conducive to growth and by applying principles of development consistent with
 - variation in rate of maturity
 - difference in native ability
 - development of the whole child – social, mental, physical and emotional
 - objective evaluation of individual development
- ◆ To work cooperatively to develop a wholesome and friendly atmosphere within the school and its community by being courteous, fair and sympathetic in dealing with children, youth, professional associates and citizens in the community.
- ◆ To cooperate with parents on problems of mutual concern relative to the total growth of the child and help parents to understand the philosophy of the school and the reasons for various school policies and practices.
- ◆ To maintain a high professional standard and to work to promote high standards within the entire staff
 - Membership in professional organization best fitted to individual interests and areas of work
 - Attendance and participation in professional meetings
 - Planning, conducting, and evaluation research and experimentation
 - Attendance at summer schools, evening classes and travel
 - Reading professional literature and making contributions through writings of a professional nature
- ◆ To cooperate with the administrative staff
 - Carry out policies approved by the Board of Education
 - Adjust readily to the organization of the school
 - Carry out the routine procedures necessary for the smooth functioning of the school
 - Suggest needed changes in policies and practices and participate in formulating new ones
 - Assume responsibility for the proper use and care of equipment and supplies which are used for teaching

Teacher Expectations

- ◆ Teachers shall report for duty at the time prescribed by the building principal or superintendent but no later than the arrival of students and remain after school as determined by the building principal.
- ◆ Teachers shall keep necessary records, reports, plan book and grade book, etc., and prepare such reports as are required by the principal or superintendent for proper administration of the school.

- ◆ Teachers shall be responsible for the discipline of their rooms under the general supervision of the principal.
- ◆ All teachers shall follow the principal's directions and cooperate with the principal not only during school hours but during the time the pupils are on the school premises before and after school, during noon hour, and during school activities of any type at any time.
- ◆ Teachers should participate in school and community activities as much as possible.
- ◆ Teachers shall instruct the pupils assigned to them in accordance with the approved curriculum.
- ◆ Teachers shall devote themselves exclusively to the instruction and government of their pupils during the hours of their attendance each day and have oversight of the room during intermission.
- ◆ Teachers will not permit children to be taken from class or school by unauthorized people and only with consent and knowledge of the principal, parents or guardian.
- ◆ Teachers shall, under the direction of the principal, have charge of the school rooms and property and protect the same from injury. They shall enforce order in their classes and render assistance in the halls and at the opening, recess, intermissions, and dismissals as the principal may deem necessary.
- ◆ No student is to be sent to the doctor without administrative clearance.
- ◆ Teachers shall be responsible for the proper and economical use of books, stationery, and supplies furnished to their respective classes and shall frequently inspect the school books used by the pupils for the purpose of encouraging proper care thereof.
- ◆ Teachers shall see that all safety precautions are observed and shall immediately report any hazard which is beyond their ability to eliminate.
- ◆ The teacher will be responsible for leaving the classroom neat and orderly. All rooms with blinds are to be uniformly adjusted, lights turned off, windows closed, door locked and chairs on desks where possible.
- ◆ Teachers shall attend all meetings provided by the adopted policies of the board or called by the administration.
- ◆ Teachers are not to send students on errands or off school property without clearance from the principal.
- ◆ Teachers will not leave responsibility of locking the buildings or rooms to students, or leave a student in charge of other students.
- ◆ Teachers shall be respectful of office personnel's time.
- ◆ Teachers shall not smoke in the presence of students during the school day or school related activities. Smoking is not allowed in the buildings.
- ◆ Teachers and employees of the school district shall be required to dress in such a manner as to reflect their very best professional appearance.
- ◆ Teachers will attend assemblies with students and supervise as directed by the principal.
- ◆ Teachers will dismiss students according to their principal's guidelines.
- ◆ Teachers will not vary their program in regard to dismissing classes before scheduled time without the approval of the principal.
- ◆ Teachers shall exercise watchful care of the pupils in the school and avail themselves of every opportunity to instill in the pupils correct habits and observance of good manners.
- ◆ Teachers should utilize their planning period in a professional manner.
- ◆ Teachers will properly supervise students at all times and not leave students unattended.

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.

TEACHING ABOUT RELIGION (IGAC)

Pursuant to state and federal law, the Hamilton R-II School District may teach about religion but may not promote any particular religion or religious belief. Books of a religious nature may be used in the classroom as part of instruction as long as such books are not used in a manner that violates the Establishment Clause of the First Amendment to the U.S. Constitution.

No course or portion of any course taught in the district will have the primary purpose or effect of illegally advancing or inhibiting religion.

Nothing in this policy is to be construed as inhibiting otherwise constitutionally protected religious expression by any individual.

INSTRUCTIONAL MATERIALS (IIA-AP)

As the governing body of the school district, the Board is legally responsible for the selection of instructional materials. Since the Board is a policy-making body, it delegates to professional personnel of the district the authority for the selection of instructional materials in accordance with Board policies and procedures. Every effort will be made to ensure that instructional materials are distributed equitably among the district's schools so that a balanced distribution of instructional materials will occur. Free textbooks are provided in grades K-12.

Materials for the school classrooms and school libraries will be selected by the appropriate professional personnel, in consultation with the administration. When the budget for the year is approved in final form by the Board, the superintendent or designee shall direct the purchase of books, supplies, equipment and other instructional materials required, within the limits of the adopted budget. The superintendent or designee shall audit all claims and submit to the Board for approval and authorization for payment.

It is the responsibility of the professional staff to select instructional materials of the highest quality that will support the educational curriculum and goals of the district. Consideration should be given to all available textbooks in the content area to provide opportunities for each child to realize his or her greatest potential through education.

FIELD TRIPS AND EXCURSIONS (IICA)

All extracurricular activities or groups must have an appointed sponsor, advisor or coach. In general, the sponsor, advisor or coach must be a district employee; however, upon the recommendation of the superintendent and approval by the Board, an individual who is not an employee may serve as a sponsor, advisor or coach subject to the completion of the criminal background check required of employees. It shall be the duty of such individuals to attend all meetings, functions or practices of the relevant group, advise and supervise students, and keep the appropriate principal informed regarding activities. All district-sponsored extracurricular activities must be included on the school calendar.

DISTRICT SPONSORED EXTRA CURRICULAR ACTIVITIES (IGD)

All extracurricular activities must have a duly-appointed sponsor, advisor or coach who is a district employee. Before assuming the duties of a sponsor, advisor or coach, the district must have on file a recent background check of the employee. It shall be the duty of such individuals to attend all meetings, functions or practices of the various groups, to advise and supervise students, and to keep the building principal informed regarding activities. All district-sponsored extracurricular activities should be included on the school calendar.

All students participating in extracurricular activities or groups are subject to district supervision and discipline. Students must comply with all policies, eligibility requirements, rules and procedures established by the district or established by the Missouri State High School Activities Association (MSHSAA), when applicable.

Addition of District Sponsored Sports

Any student, parent or other individual may request the addition of a sport (including the elevation of club or intramural team) in the district's middle school or high school athletic program by submitting IGD-AF to the district's activities director. IGD-AF is available in the activities director's office and may be found in board policy on the district website at www/hamilton.k12.mo.us.

The activities director, in conjunction with the superintendent, will consider the requestor's application within 30 days of the date of the application being submitted to the activities director. If the activities director rejects the application, the activities director will provide the specific reason(s) for the rejection in writing to the requestor within 30 days of the decision.

The requester shall have ten days to appeal the activities director's decision to the Board of Education and must do so in writing to the superintendent. The superintendent will forward the application and any related documentation to the Board of Education. The Board of Education will consider the appeal and will notify the requester of its decision within 60 days of submission of the appeal. The Board of Education's decision shall be final.

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.

Administrative and Executive Employees

In addition to the above-listed requirements, the following restrictions apply to all administrative and executive employees in the school district, in accordance with law. Administrative and executive employees of the district may not:

1. Receive compensation or payment for services from any person, firm or corporation, other than the compensation provided by the district for the performance of their official duties, to attempt to influence a decision by the district.
2. Perform any service for compensation by which they attempt to influence a decision of the district for one year after the termination of their employment with the district.

CERTIFIED STAFF LEAVE AND ABSENCES (GCBDA)

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 – Professional staff employees whose assignments call for 12 months of full-time employment will receive 15 days of annual paid time off (PTO). Professional staff employees whose assignments call for full-time employment only during the regular school term will receive 12 days of annual paid time off (PTO).

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:

- In-service days
- 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 annual 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 School Retirement System of Missouri (PSRS), or under the disability feature of the PSRS, teachers and administrators who are at the time employed by the Hamilton R-II School District, shall be paid for accumulated days of annual leave at ten (10) dollars per day after they show proof of retirement through the PSRS. Beginning with the 2010-2011 school year teachers and administrators 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 paid your final salary times .00080; (2) the remaining leave will be paid your final salary times .00125 after employee shows proof of retirement through the PSRS.

Beginning the 2022-2023 school year, any employee that leaves the district in good standing will 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 1-10th each year with payment being made in July.

Once a certified 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.

Beginning July 1, 2016 board policies GCBDA and GDBDA have been updated to include the following statement: Certified employees that have a vacation balance at the end of the fiscal year may apply to be paid up to five (5) days at ½ the rate of their current daily salary. The time frame for applying for this reimbursement will be July 1-10th each year with payment being made in July.

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

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.

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

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

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

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 email 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 (GCN)

The Board requires a program of comprehensive, performance-based evaluations for the teachers and other professional staff members it employs in order to ensure high-quality staff performance that improves student achievement. Evaluation instruments used by the district will minimally reflect the Essential Principles of Effective Evaluation as adopted by the Missouri State Board of Education (State Board). All professional staff members contribute toward the achievement of the district's students and the overall success of the district. To ensure continuous improvement and growth, the supervisors of professional staff members or their designees will set performance goals in consultation with the employee, conduct continuous performance evaluations and complete a written summative evaluation annually.

PROFESSIONAL STAFF ASSIGNMENTS AND TRANSFERS (GCI)

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 professional staffing needs of the district annually and to assign professional 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 staff members to different positions or buildings at any time, including after a contract has been signed or in the middle of the school year.

Transfers

Professional staff may request a transfer 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 in extraordinary circumstances. Professional 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.

ATTENDENCE 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.

EXPENSE REIMBURSEMENTS (DLC)

Board members and district employees are required to use the district's regular purchasing procedures to ensure that the:

1. District pays for products and services directly.
2. Expense is clearly authorized and within the district's budget.
3. Expense is appropriately documented and coded.
4. District receives the benefit of its tax-exempt status.

In unique or emergency situations, Board members and district staff might incur expenses when carrying out their authorized duties. When this occurs, the district will reimburse the Board member or employee if the expense was authorized, is properly documented and is eligible for reimbursement pursuant to district policies and procedures. Reimbursement requests must be turned in by the first of the month to be paid on the monthly check.

The superintendent or designee is directed to create reasonable procedures to implement this policy.

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.

RESIGNATION OF PROFESSIONAL STAFF (GCPB)

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

Employees with Contracts

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

Employees may notify the district that they will no longer work for the district at the end of the existing contract by submitting a written resignation notice to the superintendent or designee at any time. Tenured teachers who do not want to work for the district in the next school year must submit a written resignation notice to the superintendent or designee no later than June 1. In these situations, the resignation is considered accepted once it is received by the superintendent or designee.

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

Liquidated Damages

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

Date Resignation Submitted	Amount Assessed
June 2 - July 31	\$ 2,000

August 1 to May 25	\$5,000
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The district may deduct the damage amounts from the employee's paycheck or other compensation the district owes the employee if the employee has agreed to these deductions by contract or in writing or if the district otherwise determines it has the legal authority to do so. If a payroll deduction is not possible or is insufficient to cover the damage amount owed by the employee, the employee must pay the balance of the damage amount within one month of submitting his or her resignation to the superintendent or designee to prevent the Board from taking action against the employee for breach of contract.

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

Due Process and Allegations of Sexual Misconduct with a Student

In general, the district does not provide a Board hearing to employees who resign regardless of the reason for the resignation. However, if a district employee is allowed to resign as a result of an allegation of criminal sexual misconduct involving a child, as defined by § 566.083, RSMo., or sexual misconduct as defined in Board policy or as determined by the Children's Division of the Department of Social Services, the district may be legally required to release, or may choose to release, information regarding the allegation to potential employers as detailed in policy GBLB. In these circumstances, the district will provide the employee or former employee a due process hearing when required by law. The superintendent or designee is authorized to consult with the district's attorney to determine the appropriate level of due process, if any, to provide.

SUSPENSION AND DISMISSAL OF PROFESSIONAL STAFF MEMBERS (GCPD)

The Board delegates to the superintendent the authority to suspend any staff member for violation of Board policies, for violation of state law, for any other good cause or to investigate allegations of misconduct in accordance with this policy and law. Action shall be taken when, in the judgment of the superintendent, the best interests of the school will be served by immediate suspension.

Employees without Contracts

The superintendent may suspend with or without pay professional staff members who are not under contract. Any employee who strip searches a student in violation of law will be immediately suspended without pay and may be terminated. The superintendent shall report any such suspension to the Board of Education. The superintendent's decision will stand approved unless reversed by the Board.

Employees with Contracts

Employees with contracts may be suspended with pay in accordance with law.

Employees with contracts may be suspended without pay only after appropriate due process. Prior to suspension without pay during the term of a contract, a professional staff member shall be notified of the charges, given an opportunity to discuss the charges and informed of the opportunity to appeal the

suspension to the Board of Education. The employee must request an appeal within ten (10) days of notice of suspension without pay. If the employee appeals, the employee may also be suspended with pay pending the appeal. In general, pay will not be withheld until the Board renders its decision, unless an appeal has been waived.

Pursuant to state law, any employee who strip searches a student in violation of law will be immediately suspended without pay and may be terminated. Prior to the suspension without pay, the professional staff member shall be notified of the charges, given an opportunity to discuss the charges and informed of the opportunity to appeal the suspension to the Board of Education. If the Board reverses the suspension, the employee will be reimbursed for any pay withheld. Depending on the length and nature of the suspension, the employee may receive additional due process as required by law.

TERMINATION OF PROFESSIONAL STAFF MEMBERS (GCPE)

Noncertified Personnel

Employees with Contracts

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

Employees without Contracts

The superintendent may terminate employees who are not under contract. The superintendent shall report any such termination or suspension to the Board of Education, and the decision will stand approved unless reversed by the Board.

Certificated Personnel

Employees whose positions require a teaching certificate in accordance with law (certificated personnel) shall be terminated in accordance with the provisions of the Teacher Tenure Act of Missouri or other applicable law. In addition to termination, the district reserves the right to file and prosecute charges with the State Board of Education for the revocation of a teaching certificate, pursuant to state law. The district may also petition the office of the Attorney General to file charges with the State Board of Education on behalf of the school district for any reason other than annulment of contract.

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

Tenured Teachers

A. A tenured teacher may be terminated by the Board of Education of a school district for one or more of the following reasons:

1. Physical or mental condition unfitting him or her to instruct or associate with children. This provision will not be used for termination unless the district is also in compliance with other state and federal laws requiring the reasonable accommodation of persons with disabilities.
2. Immoral conduct.
3. Incompetency, inefficiency or insubordination in the line of duty.
4. Willful or persistent violation of or failure to obey the school laws of the state or the

published regulations of the Board of Education of the school district employing him or her.

5. Excessive or unreasonable absence from performance of duties.
6. Conviction of a felony or crime involving moral turpitude.

B. In determining the professional competency or efficiency of a tenured teacher, consideration should be given to the teacher's performance evaluations, other documentation or evidence of performance, and any written standards of performance adopted by the Board.

C. A tenured teacher's contract may not be terminated by the Board of Education until after service upon the teacher of written charges specifying with particularity the grounds alleged to exist for termination of such contract, notice of a hearing on charges and, if requested by the teacher, a hearing by the Board of Education.

D. If the charges are for incompetency, inefficiency or insubordination, at least 30 days before service of the notice of charges, the superintendent will give the teacher a warning in writing stating specifically the causes which, if not removed, may result in charges. Thereafter, the superintendent or designee and the teacher shall meet in an effort to resolve the matter. Thirty days' notice is not necessary for termination for charges other than incompetency, inefficiency and insubordination.

E. Notice of a hearing upon charges, together with a copy of charges, shall be served on the tenured teacher at least 20 days prior to the date of the hearing. The notice and copy of charges may be served upon the teacher by certified mail with personal delivery, addressed to the employee at his or her last known address. If the teacher or the teacher's agent does not, within ten days after receipt of the notice, request a hearing on the charges, the Board may, by a majority vote, order the contract of the teacher terminated. If a hearing is requested by either the teacher or the Board of Education, it shall take place not less than 20 or more than 30 days after notice of the hearing has been furnished to the tenured teacher.

F. On the filing of charges in accordance with this section, the Board may suspend the teacher from active performance of duty until a decision is rendered by the Board, but the teacher's salary shall be continued during such suspension unless the law requires the suspension to be without pay. If a decision to terminate a teacher's employment is appealed and the decision is reversed, the teacher shall be paid his or her salary lost while the appeal was pending.

II. Termination Hearing

If a hearing is requested on the termination of a tenured contract or is otherwise used for the termination of a professional staff member under this policy, it shall be conducted by the Board of Education in accordance with the following provisions:

- A. The hearing shall be public.
- B. Both the teacher and the person filing charges may be represented by counsel who may cross-examine witnesses.
- C. Testimony at hearings shall be on oath or affirmation administered by the president of the Board of Education, who shall have the authority to administer oaths in accordance with law.

D. The Board shall have the power to subpoena witnesses and documentary evidence as provided in § 536.077, RSMo., and shall do so on its own motion or at the request of the teacher against whom charges have been made. The Board shall hear testimony of all witnesses named by the teacher. However, the Board may limit the number of witnesses to be subpoenaed on behalf of the teacher to not more than ten.

E. The Board of Education shall employ a stenographer who shall make a full record of the proceedings of the hearings and who shall, within ten days after the conclusion thereof, furnish the Board of Education and the teacher, at no cost to the teacher, a copy of the transcript of the record, which shall be certified by the stenographer to be complete and correct. The transcript shall not be open to public inspection unless the hearing on the termination of the contract was an open hearing or if an appeal from the decision of the Board is taken by the teacher.

F. All costs of the hearing shall be paid by the Board except the cost of counsel for the teacher.

G. The decision of the Board of Education resulting in the demotion of a tenured teacher or the termination of a tenured contract shall be by a majority vote of the members of the Board of Education, and the decision shall be made within seven days after the transcript is furnished them. A written copy of the decision shall be furnished to the teacher within three days thereafter.

III. Appeal

A. The teacher may appeal the decision of the Board of Education to the circuit court of the county where the district is located. The appeal shall be taken within 15 days after service of a copy of the decision of the Board of Education upon the teacher, and if an appeal is not taken within that time, the decision of the Board of Education shall become final.

B. The appeal may be taken by filing notice of appeal with the Board of Education, whereupon the Board of Education, under its certificate, shall forward to the court all documents and papers on file in the matter, together with a transcript of the evidence, the findings and the decision of the Board of Education, which shall thereupon become the record of the cause. Such appeal shall be heard as provided in Chapter 536, RSMo.

Probationary Teachers

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

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

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

Certificated Administrative Staff Ineligible for Tenure

Certificated employees ineligible for tenure (other than the superintendent) in their present positions, such as principals and assistant principals, may be terminated during the course of a contract for any legal reason including, but not limited to, the reasons for terminating instructional personnel. No improvement period is required prior to the notice of charges.

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

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

Additional Remedies

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

Notification to the State Board and the Attorney General

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

Notification to Retirement Systems

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

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

Due Process and Allegations of Sexual Misconduct with a Student

If a district employee is terminated as a result of an allegation of criminal sexual misconduct involving a child, as defined by § 566.083, RSMo., or sexual misconduct as defined in Board policy or as determined by the Children's Division of the Department of Social Services, the district may be legally required to release, or may choose to release, information regarding the allegation to potential employers as detailed in policy GBLB. In these circumstances, the district will provide the employee or former employee a due process hearing when required by law if such a hearing was not already provided. The superintendent or

designee is authorized to consult with the district's attorney to determine the appropriate level of due process, if any, to provide.

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

Certified employees are paid on the 20th 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 available. Direct deposit of payroll checks is required.

Payroll deduction for professional membership dues (CTA, MSTA, etc) will be withheld if a teacher gives written authorization through the association for such withholding.

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 (GCPC)

Professional staff members shall be participants in the Public School Retirement System (PSRS) of the State of Missouri or in the Public Education Employee Retirement System (PEERS) as allowed by law.

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. A beneficiary form must be completed and presented to the Superintendent's Office for filing.

Health Insurance (GCBC)

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. In the event a staff member leaves the Hamilton R-II School District, board paid health insurance will expire at the end of the specific month the employee stops working for the district. This does not include staff retiring from the district.

COBRA

At the time of commencement of coverage under the plan, an employee shall be given his or her first notification of rights under the Consolidated Omnibus Budget Reconciliation Act (COBRA). Further

notification is contingent upon the occurrence of a qualifying event and, inapplicable situations, notification to the district that a qualifying event has occurred, as required by law.

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.

Current Personal Information

In the event an employee has a change in name, address, telephone number of dependents, the employee shall immediately notify his/her department's administrative office and the superintendent's office 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 his designee at a mutually convenient time. All personnel files must be complete, including original teaching certificate and copy of transcripts by September 1, or paycheck will be held.

Career Ladder (GCLB)

The Hamilton R-II School District supports a voluntary Career Ladder Program as a method for teachers to provide student services and assistance beyond the traditional teaching responsibilities. The district's participation in this program will be considered on an annual basis, depending on the local funds available as well as state funding for the program. Employees who choose to leave the district are ineligible to teach summer school for pay or career ladder hours. The intent to participate in Career Ladder must be filed with the Administration Office no later than September 1 of the current school year. Staff members choosing to leave the Hamilton R-II School District will be ineligible to teach summer school for pay or career ladder hours.

Purchasing Information (DJF)

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, and the 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.

Activity Fund Procedures

- ◆ No fundraising projects will be initiated by any club, organization, class or individual without first receiving approval from the principal and superintendent.
- ◆ Organizations may not run their fund balances in the negative.

Invoices and Reimbursement Requests

Invoice and reimbursement requests must be submitted for payment by the 10th 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.

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.

Copyrighted Materials (EGAAA)

Copyrighted materials, whether they are print or non-print, will not be duplicated, reproduced, distributed or displayed for district-sponsored activities or by using district equipment except in accordance with law.

Lunchroom Charges (EF)

To ensure financial accountability of the Food Service Program, lunch charges should be kept at a minimum.

