

# **Hamilton R-2 School District**

## **Staff Handbook**



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### **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.

## **Continuous School Improvement Plan (CSIP) Objectives 2026-2030**

### **Leadership Objectives**

- 1: By June 2030, the Hamilton R-II School District will maintain a minimum score of 90% on the Annual Performance Report which measures progress towards MSIP 6 standards.
- 2: By June 2030, Hamilton R-II School District will retain 94% of certified staff as measured by contract issuance data.

### **Teaching and Learning Objectives**

- 1: By June 2030, 100% of Hamilton R-II students will meet or exceed the state standard and/or demonstrate measurable improvement.
- 2: Annually, Hamilton R-II will strive to provide counseling services to support the career, academic, and social/emotional development of 100% of students.
- 3: By June 2030, Hamilton R-II will consistently utilize data to ensure effective Language Arts instruction to 100% of students.
- 4: Each year, Hamilton R-II will improve its use of data to ensure effective Literacy instruction to 100% of students and intervention to 100% of K-3 students who are reading below grade level.

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

- 1: The Hamilton R-II School District will annually improve its culture which is focused on learning and characterized by high academic and behavioral expectations for 100% of students.
- 2: By June 2030, the Hamilton R-II School District will intentionally engage 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: By June 2030, Hamilton R-II will improve the collection of school climate and culture data from all groups.
- 3: By June 2030, Hamilton R-II faculty will at least meet monthly with their grade level teams to discuss student academic, intrapersonal, and interpersonal learning.

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

- 1: By June 2030, 100% of the district curriculum will be written.

### **Equity and Access Objectives:**

- 1: Hamilton R-II will continue to build community relationships that foster collaboration and open dialogue with respect for multiple perspectives.
- 2: Students in the Hamilton R-II school district, who attend grades 9-12 in the district, will graduate at a rate of 100%.

### **Hamilton R-2 School Board of Education**

President: Jessica Green (2027) jessicagreen@hamilton.k12.mo.us  
Vice President: Eric Battaglia (2028) ericbattaglia@hamilton.k12.mo.us  
Secretary/Treasurer: Katie Iddings iddings@hamilton.k12.mo.us  
Member: Larry Allen (2026) larryallen@hamilton.k12.mo.us  
Member: Jaclyn Ford (2026) jaclynford@hamilton.k12.mo.us  
Member: Jared McGinley (2026) jaredmcginley@hamilton.k12.mo.us  
Member: John Ohlberg (2027) johnohlberg@hamilton.k12.mo.us  
Member: Scott Sanderson (2028) scottsanderson@hamilton.k12.mo.us

### **Policy (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 district will use up to 36 hours of AMI (Alternative Methods of Instruction) in lieu of weather days when necessary.

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

**Hamilton School District Calendar 2025-26**

August 13, 14, 18	District Professional Development
August 19	First Day of School (1PM Release)
September 1	NO SCHOOL-Labor Day
September 12	1st Quarter Mid-Term
September 26	EARLY OUT 1PM - Homecoming
September 29	NO SCHOOL-Professional Development
October 17	End of 1st Quarter (42 Days)
October 23	EARLY OUT 1PM-Parent Teacher Conferences
October 24	NO SCHOOL
November 14	2nd Quarter Mid-Term
November 26-28	NO SCHOOL-Thanksgiving Break
December 19	EARLY OUT 1PM-Winter Break-End of 2nd Quarter (41 Days)
December 22-January 2	NO SCHOOL-Winter Break
January 5	NO SCHOOL-Professional Development
January 19	NO SCHOOL-Martin Luther King, Jr. Day
February 6	3rd Quarter Mid-Term
February 9	NO SCHOOL-Professional Development Day
February 16	NO SCHOOL-Presidents' Day
March 12	End of 3rd Quarter (45 Days)
March 13	NO SCHOOL - Spring Break
March 16	NO SCHOOL - Professional Development
April 2	EARLY OUT 1PM - Easter Break
April 3-6	NO SCHOOL - Easter Break
April 10	4th Quarter Mid-Term
May 10	High School Graduation @ 2PM
May 15	EARLY OUT 1PM-Last Day of School-End of 4th Quarter(42 Days)
May 25	Memorial Day

**170 Student Days/177 Teacher Days****Total Hours: 1083.30****Notice of Nondiscrimination (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, harassment and retaliation in admission or access to, or treatment or employment in, its programs, services, activities and facilities. In accordance with law, the district strictly prohibits discrimination and harassment against employees, students or others on the basis of race, color, religion, sex, national origin, ancestry, disability, age, genetic information or any other characteristic protected by law. The Hamilton R-II School District is an equal opportunity employer.

The board also prohibits:

1. Retaliatory actions including, but not limited to, acts of intimidation, threats, coercion or discrimination against those who:

- a. Make complaints of illegal discrimination or harassment.
- b. Report illegal discrimination or harassment.

- c. Participate in an investigation, formal proceeding or informal resolution, whether conducted internally or outside the district, concerning illegal discrimination or harassment.
2. Aiding, abetting, inciting, compelling or coercing illegal discrimination, harassment or retaliatory actions.
3. Discrimination, harassment or retaliation against any person because of such a person's association with a person protected from discrimination or harassment in accordance with this policy and law.

As used in this policy, "discrimination, harassment or retaliation" has the same meaning as "illegal discrimination, harassment or retaliation" and is limited to acts prohibited by law. All employees, students and visitors must immediately report to the district for investigation any incident or behavior that could constitute discrimination, harassment or retaliation in accordance with this policy. If a student alleges sexual misconduct on the part of any district employee to any person employed by the district, that person will immediately report the allegation to the Children's Division (CD) of the Department of Social Services in accordance with state law.

### **Compliance Officer**

High School Principal  
Hamilton R-2 School District  
Highway 13 South  
P.O. Box 130  
Hamilton, Missouri 64644  
816-583-2136  
[compliance@hamilton.k12.mo.us](mailto:compliance@hamilton.k12.mo.us)

### **Sexual Harassment Under Title IX (ACA)**

The Hamilton R-II School District does not discriminate on the basis of sex in its education programs and activities, including employment and admissions, as required by Title IX of the Education Amendments of 1972 (Title IX). All forms of sex-based discrimination are prohibited in the district, but this policy focuses exclusively on sexual harassment as defined in Title IX that occurs within the education programs and activities of the district. However, the district will respond promptly to investigate and address any report or complaint of sexual harassment.

"Sexual harassment under Title IX" is conduct on the basis of sex within the scope of the district's education programs or activities (as defined in this policy) that satisfies one or more of the following:

1. An employee of the district conditioning the provision of an aid, benefit or service of the district on an individual's participation in unwelcome sexual conduct;
2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive and objectively offensive that it effectively denies a person equal access to the district's education program or activity; or
3. "Sexual assault" as defined in 20 U.S.C. 1092(f)(6)(A)(v), "dating violence" as defined in 34 U.S.C. 12291(a)(10), "domestic violence" as defined in 34 U.S.C. 12291(a)(8) or "stalking" as defined in 34 U.S.C. 12291(a)(30).

See the "Definitions Applicable to this Policy" section at the end of this document for definitions of other terms applicable to this policy.

In creating this policy, the district does not relieve any person under the district's jurisdiction from the consequences for violations of other policies and rules of the district meant to establish an environment conducive to teaching,

learning, support services, work and the social and emotional well-being and development of the students entrusted to the district.

If a student alleges sexual misconduct on the part of any district employee to any person employed by the district, that person will immediately report the allegation to the Children's Division (CD) of the Department of Social Services in accordance with state law and district policy. Moreover, nothing in the policy precludes the mandatory or voluntary reporting of any suspected criminal activity to the appropriate law enforcement agency at any time.

### **Reporting Sexual Harassment or Title IX Retaliation**

Any person may report sexual harassment regardless of whether the person is the alleged victim (complainant). However, board members and employees must immediately report to the Title IX coordinator any incident or behavior that could constitute sexual harassment or retaliation in accordance with this policy. Reports may be made at any time, including during non business hours, by using the telephone number, email address or office address listed below.

The board authorizes the following individual(s) to serve as the Title IX coordinator(s) for the district and coordinate and implement the district's efforts to comply with the requirements of Title IX.

High School Principal  
P O Box 130, Hamilton, MO 64644  
Phone: 816-583-2136  
E-mail: [compliance@hamilton.k12.mo.us](mailto:compliance@hamilton.k12.mo.us)

In the event the Title IX coordinator is unavailable or is the respondent to a complaint, reports should instead be directed to the compliance officer or alternate compliance officer listed in policy AC.

### **Notice of the Policy against Discrimination on the Basis of Sex**

The district will provide notice of the district's prohibition on discrimination on the basis of sex under district policy and Title IX to students, parents/guardians, employees, applicants for admission and employment, and all unions or professional associations holding collective bargaining or professional agreements with the district. The notice will:

1. Include the name or title, office address, email address and phone number of the Title IX coordinator;
2. Include information on the district's grievance procedures and grievance process;
3. State that the requirement not to discriminate extends to admission and employment; and
4. Direct inquiries to the Title IX coordinator or the assistant secretary for civil rights at the U.S. Department of Education.

The district's policy prohibiting discrimination on the basis of sex and the contact information of the Title IX coordinator(s) will be prominently displayed on the district's website and in each handbook or course catalog.

### **Retaliation Prohibited**



No person employed by or associated with the district will intimidate, threaten, coerce or discriminate against any individual for the purpose of interfering with any right or privilege secured by Title IX or because the individual has made a report or complaint, testified, assisted, participated or refused to participate in any manner in an investigation, proceeding or hearing under Title IX. While the law allows individuals to refuse to participate in a Title IX investigation, proceeding or hearing, district policy and the law require that employees immediately report to the Title IX coordinator any knowledge of an allegation of sexual harassment under Title IX, and employees can be reprimanded or disciplined for failing to do so.

Intimidation, threats, coercion or discrimination, including charges against an individual for code of conduct violations that do not involve sex discrimination or sexual harassment under Title IX but arise out of the same facts or circumstances as a report or formal complaint of sexual harassment under Title IX, for the purpose of interfering with any right or privilege secured by Title IX, constitutes retaliation. Complaints alleging retaliation must be filed with the Title IX coordinator.

Charging an individual with a code of conduct violation for making a materially false statement in bad faith in the course of the grievance proceeding is not retaliation, with the understanding that a determination of responsibility for sexual harassment is not sufficient to conclude that a party made a materially false statement in bad faith.

### **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.

### **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.

### **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.

### **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.

### **Professional Staff Recruiting and Hiring (GCD-1)**

Because an effective educational program requires quality staff members, the Board and the administration of the Hamilton R-II School District will make every effort possible to attract and retain qualified, highly skilled and experienced personnel.

The district's hiring procedures will comply with all federal and state laws, including laws prohibiting discrimination. The district is an equal opportunity employer and hires only citizens of the United States and persons who are legally authorized to work in the United States. The Hamilton R-II School District will enroll and actively participate in a federal work authorization program in accordance with law.

A majority of the Board must vote affirmatively to employ any person or enter into an employment contract.

### **Recruiting and Advertising**

The district will recruit the best-qualified candidates for open positions. New or vacant positions will be posted for at least five business days in the district's buildings and publicized externally by other means as determined appropriate by the superintendent or designee. However, if the superintendent or designee determines that it would be detrimental to wait five business days or that a longer period is necessary, the position will be advertised for the number of days deemed appropriate. Further, if the same or similar position was recently advertised, the superintendent or designee may utilize applications previously received without re-advertising the vacancy. A position is not considered vacant if the superintendent or designee transfers or reassigns an existing employee to the position. Board approval is required when a transfer or reassignment results in a change to the employee's compensation, benefits or contract.

Recruitment procedures will not overlook the talents and potential of individuals already employed by the school district. Any current, qualified employee meeting the stated requirements may apply for new or vacant positions in the district.

All requests for information concerning professional staff vacancies in the district shall be directed to the superintendent or designee.

### **Screening Process**

Applicants must complete a formal application and provide all required information. The superintendent or designee shall conduct interviews, review references and obtain other information as deemed necessary.

The superintendent or designee will conduct background checks on employees and applicants for employment in accordance with law and Board policy and will check references in accordance with law and policy GBLB.

As required by law, before offering employment to any teacher who is or was employed by a Missouri school district or charter school, the superintendent or designee will contact the Department of Elementary and Secondary Education to determine the school districts or charter schools that previously employed the applicant. The superintendent or designee shall request information about the applicant's previous job performance from the most recent school district or charter school that employed the teacher.

Generally, all teachers and administrators must have valid certification to teach in Missouri schools, and the superintendent or designee will verify that applicants currently possess the required certification or license before the Board votes to employ them in a position that requires a certificate or other professional license. The superintendent or designee will also reverify licenses and certifications once they are renewed. When the district determines that employing someone without the appropriate certificate or license is necessary or unavoidable, the employee will be required to obtain the appropriate certificate or license by a district-specified deadline.

Any applicant who provides false information or inaccurate academic credentials will immediately be removed from consideration.

### **Hiring**

A position other than the superintendent's position will be filled by the Board only after receiving the recommendation of the superintendent or designee. It is the policy of the Board to employ qualified teachers with postsecondary degrees from fully accredited universities and the appropriate teaching certificates. In making recommendations, the superintendent or designee shall give first consideration to applicants who, in addition to proper general education qualifications, have special training and other qualifications for the particular type of vacancy to be filled.

All applicants for a particular position will be promptly notified once the position has been filled.

### ***Board Members***

The district will not accept an employment application from a Board member, consider a Board member for employment or decide to employ a Board member while the member remains on the Hamilton R-II School District Board of Education. Board members who wish to apply for employment in the district must first resign from the Board.

### ***Spouses of Board Members***

In accordance with law, a Board member's spouse will be hired to fill a vacant or new position only if the position has been advertised in accordance with this policy and the superintendent has submitted a written recommendation supporting the employment of the spouse. If a Board member's spouse is hired, the names of all applicants for that position and the name of the individual hired will be included in the appropriate Board meeting minutes.

### ***Retirees***

The district may employ persons who are retired and currently receiving a retirement allowance from a public retirement system as permitted by law.

### **Employment Contracts**

The district will offer employment contracts only to certificated employees who are required by law to receive a contract. All other professional staff employees will be considered at-will employees and will not be offered contracts.

All employment contracts will comply with applicable law. The superintendent or designee is authorized to seek legal advice regarding district employment contracts.

When an employee is initially offered employment, he or she will be given a written copy of the applicable contract and a deadline by which the signed contract must be returned to the district.

### **Eligibility for Public Service Loan Forgiveness**

In accordance with law, the district will provide current, accurate and complete information to each new employee regarding eligibility for public service loan forgiveness. The notice will be provided within ten days following the start of employment.

### **References (GBLB)**

#### **Obtaining References for Applicants to the District**

The board directs the superintendent or designee to verify the background of all applicants for district employment, including requesting references from persons or entities that previously employed the applicant.

As required by law, before offering employment to any teacher who is or was employed by a Missouri school district or charter school, the superintendent or designee will contact the Department of Elementary and Secondary Education to determine the school districts or charter schools that previously employed the applicant. Minimally, the superintendent or designee shall request information about the applicant's previous job performance from the most recent school district or charter school.

#### **District Response to a Request for a Reference**

The district will maintain information about current and former employees as confidential within the limits of the law. Only the superintendent or individuals specifically designated by the superintendent may respond on behalf of the district to a reference request for a current or former employee. District employees must direct reference requests to the superintendent or designee. Upon request, employees will assist the superintendent or designee with the preparation of accurate reference information.

Employees other than the superintendent or designee may provide personal references, but by doing so, they are acting in their individual capacities and not as employees of the district. Employees providing personal references may not use district letterhead or otherwise indicate that the reference is sponsored by the district, but they may identify the working relationship they have or had with the current or former employee. The district will not endorse any reference provided outside the directives of this policy and is not responsible for providing legal advice or protection for unauthorized employees who provide references. In accordance with federal law, district employees, contractors and agents are prohibited from writing personal references or otherwise providing assistance in obtaining a new job to any other school employee, contractor or agent who has been accused of sexual misconduct regarding a minor or student, as discussed later in this policy.

#### **Content of Reference Disclosure**

##### **Information Provided as Required by Law**

In accordance with law, the following information about employees or former employees will be provided to any entity or person upon request:

1. Names
2. Positions

### 3. Salaries

#### 4. Lengths of service

In addition, information on allegations of sexual misconduct will be disclosed to public schools or charter schools as detailed below.

Information Provided with Consent from the Employee or Former Employee

Unless otherwise required under this policy or by law, before providing a reference for a current or former employee, the superintendent or designee will verify that the employee consents to the release of further information. The district may obtain a blanket consent from the employee when the employee leaves the district, contact the employee when a request is made or rely on written consent provided through the application process.

Even with consent, unless otherwise authorized by the board or the district's attorney or unless the disclosure is otherwise required by law, the superintendent or designee may provide only the following factual information when requested, without offering opinions or commentary on job performance:

1. A description of the employee's job duties when employed.
2. Additional district-sponsored committees, activities or duties the employee volunteered for or was designated to perform.
3. Honors and awards received by the employee.
4. Factual information on work performance.
5. Whether the employee resigned or was non renewed or terminated. Based on documentation in the personnel file, potential employers will be notified if the employment was ended due to the financial condition of the district, a decrease in enrollment or reorganization of the department, school or district.
6. When requested, a "yes" or "no" answer to a question about whether the district would re-employ the current or former employee if an appropriate position existed or whether the superintendent would recommend re-employment.
7. Allegations and findings of sexual misconduct with a student as required or allowed below.

Disclosing Allegations of Sexual Misconduct

In accordance with state law, when another school district or charter school requests a reference or information regarding a former employee of the district, the district must provide information regarding allegations of sexual misconduct with a student or child as detailed in numbers one through three of this section. The former employee is not required to consent to the release of information prior to the superintendent or designee releasing the information in numbers one through four of this section. The superintendent or designee is authorized to contact the district's attorney for advice on implementing this policy.

Information on allegations of sexual misconduct will be shared in the following situations:

1. Allegations of Criminal Sexual Misconduct – If a potential public or charter school employer requests a reference regarding a former employee whose job involved contact with children, the district will, in accordance with state law, notify the potential public or charter school employer if the employee was terminated, nonrenewed or allowed to resign in lieu of termination as a result of allegations of criminal sexual misconduct involving a child as defined by § 566.083, RSMo., or as a result of such allegations being substantiated by the State of Missouri's Child Abuse and Neglect Review Board. The district will provide due process to the former employee prior to disclosing the information when required by law.
2. Allegations of Sexual Misconduct Substantiated by the Children's Division – If a potential public or charter school employer contacts the district for a reference for any former employee about whom the CD has investigated allegations of sexual misconduct with a student and reached a finding of substantiated, the district will provide the results of the CD investigation to the potential public or charter school employer

regardless of whether the employee's job involved contact with children.

3. Violation of Board Policy Related to Sexual Misconduct – If any public or charter school contacts the district about a former employee, the district will provide the public or charter school information about any violation of board policy if the violation related to sexual misconduct with a student where the board, after a contested case due process hearing, determined that the former employee actually violated the policy.
4. Other Situations – The superintendent or designee is required to consult the district's attorney when considering whether to release information regarding allegations of sexual misconduct against a former employee when the district is not required by law to do so.

#### Prohibition against Assisting Employees, Contractors or Agents Accused of Sexual Misconduct

In accordance with law, district employees, contractors and agents who know or have probable cause to believe that an individual who has served as a district employee, contractor or agent has engaged in sexual misconduct with a minor or student in violation of law are prohibited from writing personal references for or otherwise providing assistance to those individuals in obtaining a new job.

This prohibition does not apply to the routine transmission of administrative and personnel files when that is part of the current employee's, contractor's or agent's duties. In addition, this prohibition does not apply if the information was properly reported to law enforcement and other relevant state, federal and local authorities, and:

1. The investigation was officially closed without action; or
2. The prosecutor or law enforcement entity determined there was insufficient information to establish probable cause; or
3. The individual was charged and acquitted or otherwise exonerated of the alleged misconduct; or
4. The case or investigation remains open and no charges have been filed and no indictment has been issued within four years of the date on which the alleged misconduct was reported to law enforcement.

#### Recordkeeping

When the district is contacted for a reference for a current or former employee, the superintendent or designee will document the date, the name of the person and entity requesting the information, the person responding to the request, the method of disclosure, the information provided and, when applicable, the consent received.

In accordance with law, if the district responds to any requests in writing, the district will forward a copy of the written reference to the current or former employee at the employee's last known address.

#### Notice

The district will notify all current employees of this policy. The superintendent or designee will provide notification of the existence of this policy to all potential employers who contact the district for a reference. The notification must also include a statement that the district's responses are limited to the scope of this policy. The district will provide copies of the policy to former employees upon request.

#### Immunity

Any district employee who is permitted under this policy to respond to requests for references regarding former employees and who communicates only the information authorized by this policy in good faith and without malice is entitled by law to immunity against any civil action for damages brought by the former employee arising out of the communication of such information. District employees responding to requests for references in accordance with this policy may request the attorney general to defend them if sued.

**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. Job descriptions can be obtained from the central office.

**Job Performance Evaluation (Certified Staff) (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.

**Job Performance Evaluation (Support Staff) (GDN)**

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

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

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

**Assignments**

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

**Transfers**

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

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

**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. Up to date transcripts of college records.
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.

### **Staff Conduct (GBCB)**

The Board of Education expects every employee to act professionally, ethically and responsibly; use good judgment; and do what is necessary to maintain a safe learning environment and positive relations with students, parents/guardians, coworkers and the public. In addition to expectations in other Board policies and directives from supervisors, district expectations for employees include, but are not limited to, the following:

1. Become familiar with, enforce and follow all applicable Board policies and regulations, administrative procedures, other directions given by district administrators and supervisors, and state and federal laws.
2. Maintain courteous and professional relationships with students, parents/guardians, other district employees and the public. Transmit constructive criticism to the particular school administrator or supervisor who has the administrative responsibility to address the concern. Employees will not be disciplined for speech that is protected by law and are encouraged to share concerns with their supervisors.
3. Actively participate in professional development and obtain information necessary to effectively perform the employee's job duties.
4. Conduct all official business in a professional and timely manner. Meet deadlines set by the district, administrative staff and supervisors. Conduct business with the appropriate designated person or department.
5. Care for, properly use and protect school property. Immediately report all dangerous building conditions to the building supervisor and take action to rectify the situation in order to protect the safety of students and others. Take appropriate action to prevent loss or theft of district property, and immediately report loss or theft of district property.
6. Attend all meetings called by supervisors or the district administration unless excused. Arrive at work and leave work at the time specified by the district or as directed by a supervisor, and follow district policies,



procedures and directives regarding absences. All nonexempt employees must receive permission from a supervisor prior to working overtime.

7. Maintain records as required by law, Board policy and procedure, and do not destroy records unless authorized to do so. Keep all student records, medical information and other legally protected information confidential. Submit all required documents, information, data or reports at the time requested. Employees must not falsify records, create misleading records or compromise the accuracy and security of district data.

8. Properly supervise all students. The Board expects all students to be under assigned adult supervision at all times during school and during any school activity. Employees must not leave students unsupervised except as necessary to handle an emergency situation.

9. Obey all safety rules, including rules protecting the safety and welfare of students.

10. Communicate clearly and professionally. Employees will not use profanity and will not raise their voices unless necessary. Written communication must be grammatically correct. Employees will not be disciplined for speech that is protected by law and are encouraged to share concerns with their supervisors.

11. Dress in a professional manner that does not interfere with the educational environment and as directed by administrators or supervisors.

12. Other than commissioned law enforcement officers, school employees shall not perform strip searches, as defined in state law, of students except in situations where an employee reasonably believes that the student possesses a weapon, explosive or substance that poses an imminent threat of physical harm to the student or others and a commissioned law enforcement officer is not immediately available.

13. School employees shall not direct a student to remove an emblem, insignia or garment, including a religious emblem, insignia or garment, as long as such emblem, insignia or garment is worn in a manner that does not promote disruptive behavior.

14. State law prohibits teachers from participating in the management of a campaign for the election or defeat of a member of the Board of Education that employs such teacher.

15. Unless otherwise allowed by law, employees may not engage in political campaigning during the working day or during times when they are performing their official duties.

16. Employees will not represent their personal opinions as the opinions of the district and, to avoid confusion, are required to clearly indicate when they are speaking or writing as an individual and not a representative of the district.

### **Protected Staff Communications (GBCBB)**

The district respects the opinions of district employees and will not take action against district employees solely for speech that is protected by state or federal law. The superintendent or designee may contact the district's attorney prior to taking disciplinary action to ensure compliance with these laws.

While there are numerous statutes, constitutional provisions, and court cases on this subject, this policy is intended to address only the requirements of § 105.055, RSMo.

### **Definitions**

*Disciplinary Action* – Any dismissal, demotion, transfer, reassignment, suspension, reprimand, warning of possible dismissal, or withholding of work, regardless of whether the withholding of work has affected or will affect a district employee's compensation.

*District Employee* – Any employee, volunteer, intern, or other individual performing work or services for the district.

### **Employee Responsibilities**

The district encourages district employees to be mindful of the impact their communication may have on the school district community and expects employees to take responsibility for their own communications regardless of whether the communication occurs while off duty or working. District employees are prohibited from representing their opinions as those of the district and are required to clarify, when necessary, when they are speaking as an individual and not as a representative of the district. All communications made by an employee while working for or representing the district must be professional.

### **Protected Communications**

District administrators or supervisors will not prohibit an employee from discussing the operations of the district, either specifically or generally, with any member of the legislature, the state auditor, the attorney general, a prosecuting or circuit attorney, a law enforcement agency, the news media, members of the public, or any state official or body charged with the investigation of misconduct listed in this policy unless allowed by law.

Unless a disclosure is prohibited by law, neither the district nor its administrators and supervisors will prohibit a district employee from, or take disciplinary action against a district employee for, disclosing an alleged prohibited activity under investigation, any related activity, or any information the district employee reasonably believes to be evidence of:

1. A violation of any law, rule, or regulation;
2. Mismanagement;
3. A gross waste of district funds;
4. An abuse of authority;
5. Any violation of district policy;
6. A waste of public resources;
7. Any alteration of technical findings or communication of scientific opinion;
8. A breach of professional ethical canons; or
9. A substantial and specific danger to public health or safety.

All district employees and volunteers who have reasonable cause to suspect fraud must immediately report that suspicion to an administrator or supervisor pursuant to policy DA.

No administrator or supervisor shall require a district employee to provide notice prior to disclosing any activity listed above or prevent a district employee from testifying before a court or an administrative or legislative body regarding any alleged prohibited activity or disclosure of information.

### **Protected Communications Regarding Federal Programs**

District employees will not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant, to:

1. A member of Congress or a representative of a committee of Congress;
2. An inspector general;
3. The Government Accountability Office;
4. A federal employee responsible for contract or grant oversight or management at the relevant agency;
5. An authorized official of the Department of Justice or other law enforcement agency;
6. A court or grand jury; or
7. A management official or other employee of the contractor, subcontractor, grantee, subgrantee, or personal services contractor who has the responsibility to investigate, discover, or address misconduct.

Employees who believe that they have been subjected to a prohibited reprisal may submit a complaint to the inspector general of the federal executive agency involved.

### **Requests for Information and Testimony**

In general, and in accordance with law, the district will comply with legislative requests for information as well as any requests for information by a court or other legislative body. Likewise, the district will cooperate in situations where a court or legislative body seeks district employee testimony regarding any alleged prohibited activity.

District employees who receive a legislative request for information are required to inform district administrators or supervisors. District employees are also required to provide district administrators or supervisors information regarding the substance of any testimony the district employee makes to legislators on behalf of the district.

### **Leaving Work Areas**

District employees are required to follow all applicable rules and supervisor instructions regarding attendance. A district employee may not leave assigned work areas during normal work hours to discuss district operations or to make protected disclosures under this policy, particularly in situations where students would be left unsupervised, unless the employee:

1. Is reporting suspected child abuse or neglect;
2. Is asked by a legislator or legislative committee to appear before a legislative committee;
3. Is otherwise entitled by law or as part of their duties to leave the assigned work area; or
4. Has requested and received permission from an administrator or supervisor to be relieved of their job duties for the purpose of reporting misconduct to the appropriate district authority. Such requests will be granted as soon as practical given the nature of the employee's job duties.

### **Unprotected Communications**

Regardless of any protections afforded in this policy, a district employee may be disciplined for communicating information if the employee knew the information was false; if the information was disclosed in violation of the Missouri Sunshine Law or any other law; or if the disclosure was related to the employee's own violations, mismanagement, gross waste of funds, abuse of authority, or endangerment of public health or safety.

### **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 members 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.

### **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.

### **Drug Free Workplace (GBEBA)**

#### **Definitions**

*Controlled Substances* – Substances listed in schedules I, II, III, IV, and V of the federal Controlled Substances Act, 21 U.S.C. § 812. For the purposes of this policy, a controlled substance shall also include any controlled substance, counterfeit substance, or imitation controlled substance as defined in § 195.010, RSMo., and any chemical substances structurally similar to and treated as controlled substances under state law.

*District Activity* – Any activity, event, or function where students are under district supervision, such as field trips or athletic events.

*District Property* – Any property owned or leased by the district, including any vehicle owned, leased, or used for district purposes, and any location where a district-sponsored or approved activity takes place.

*Prohibited Substances* – For the purposes of this policy, a prohibited substance shall include:

1. Alcohol.
2. Controlled substances for which the employee does not have a valid prescription.
3. Unauthorized inhalants.
4. Counterfeit or imitation controlled substances.
5. Marijuana or marijuana-infused products.
6. Any other illegal drug.
7. Any drug or medicine prohibited on district property by law or policy.
8. Substances intended to create a false negative on a drug test.

#### **Prohibited Substances**

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 prohibited substances, the board commits itself to a continuing good-faith effort to maintain a drug-free workplace. Therefore, the board prohibits employees from manufacturing, using,

selling, transferring, distributing, possessing, or being under the influence of prohibited substances on district property; in any district-owned vehicle or any vehicle used to transport students; at district activities; or during any time employees are supervising students on behalf of the district or are otherwise engaged in district business. The board also prohibits the manufacture, use, sale, transfer, or possession of drug-related paraphernalia. When it is evident that an employee has consumed prohibited substances off district property before or during a district activity that the employee is required to attend, the employee will not be allowed on district property or to participate in the activity and will be subject to the same disciplinary measures as for possession or consumption of prohibited substances on district property.

This policy shall be communicated in writing to all present and new employees. Compliance with this policy is mandatory.

### **Marijuana and Marijuana-Infused Products**

Marijuana is illegal under federal law and is considered a prohibited drug under this policy. This policy's prohibitions apply even if an employee has been authorized under state law to use marijuana or marijuana-infused products for medicinal or recreational purposes.

### **Testing**

Employees may be tested for prohibited substances if the district has reasonable suspicion that the staff member has violated this policy. In addition, staff members who operate district vehicles must submit to alcohol and drug testing as required by law. Additional drug testing may occur as allowed by law. All testing will be conducted in accordance with board policy, administrative procedures, and law.

### **Consequences**

Employees who violate this policy will be subject to disciplinary action, which may include, but is not limited to, suspension, termination, referral for prosecution, and referral for discipline of the employee's certification or license. Employees may be required to satisfactorily participate in substance use assistance or rehabilitation programs.

As required by federal law, if an employee is convicted of a criminal drug offense for a violation occurring in the workplace, the district will take appropriate personnel action, which may include discipline, termination, or requiring employee participation in a substance use or rehabilitation program. The district will take action within 30 days of notification of the conviction.

### **District Notifications**

Each district employee is hereby notified that, as a condition of employment, the employee must abide by the terms of this policy and notify the superintendent or designee of any criminal drug statute conviction for a violation occurring in or on the premises of this district or while engaged in regular employment. Such notification must be made by the employee to the superintendent or designee in writing no later than five calendar days after conviction. In accordance with policy GBEBC, employees are required to notify the district if they are charged with any misdemeanor or felony.

### **Notification to Federal Agency**

If an employee is convicted of any criminal drug offense for a violation occurring in the workplace, the superintendent or designee will provide notice in writing of such violation to the U.S. Department of Education or other appropriate federal agency within ten calendar days after the superintendent or designee receives such notification. Notification will be made only if the district receives any federal grants directly from such agency, as opposed to federal grants received through the Department of Elementary and Secondary Education (DESE).

## **Awareness Program**

The superintendent or designee will institute a drug-free awareness program to inform employees of the dangers of drug and alcohol use and misuse in the workplace; of this policy of maintaining a drug-free workplace; of available counseling, employee assistance, and rehabilitation programs; and of the penalties that may be imposed upon employees for substance use violations occurring in the workplace.

## **Professional Assistance**

The board encourages employees who have a substance abuse problem to seek professional assistance. The district will provide referrals to treatment resources upon employee request, but the district will not assume any financial responsibility.

## **Employee Alcohol and Drug Testing (GBEBB)**

*The District Transportation Director, shall serve as the program coordinator to implement the alcohol and drug testing program of the district.*

## **Provisions Applicable to All Employees**

### **Alcohol and Drug Prohibitions**

Employees may not manufacture, use, possess, sell, distribute, or be under the influence of prohibited substances ("alcohol or drugs") in violation of district policy GBEBB, Drug-Free Workplace. Employees may be tested for alcohol and drugs if the district has reasonable suspicion that they have consumed alcohol or drugs in violation of board policy.

### **Marijuana and Marijuana-Infused Products**

Marijuana is illegal under federal law and is considered a prohibited drug under this policy. This policy's prohibitions apply even if an employee has been authorized under state law to use marijuana or marijuana-infused products for medicinal or recreational purposes.

## **Program Coordinator**

The superintendent or designee will serve as the program coordinator and will implement the district's alcohol and drug testing program within the guidelines of this policy.

## **Training**

The superintendent or designee will secure training on identifying the signs that an individual is under the influence of alcohol or drugs and will select employees to receive the training. The training will include requirements under federal law for employees who operate district vehicles.

## **Testing Program**

The district will use alcohol and drug testing facilities with appropriately trained personnel. The district's alcohol and drug testing program shall provide individual privacy in the collection of specimen samples to the maximum extent possible. The sample collection procedures and chain of custody shall ensure that the security, proper identification, and integrity of the samples are not compromised.

## **Consequences**

Employees who test positive for prohibited substances will be subject to discipline, including termination, in accordance with board policy and law. Any employee who has a positive drug screen and wishes to test the split specimen will be required to pay for the testing of that specimen. Hamilton R-II School District will assure that the testing is done. The estimated fee for testing will be \$50. Employees who obstruct the district's alcohol or drug testing process may be disciplined as if they submitted a sample that returned a positive test result and may also be subject to discipline for the act of obstruction itself. Employees obstruct the drug testing process when they:

1. Refuse to submit to a drug test under this policy;
2. Intentionally submit a falsified sample for testing (such as submitting someone else's sample as their own, providing a sample for another person to submit as theirs, submitting an old sample as if new, or submitting a sample containing a substance intended to cause a negative result on the test); or
3. Otherwise intentionally interfere or attempt to interfere in any way with the integrity of the sample collection and testing process under this policy.

Employees who have not been asked to submit a sample but obstruct the testing of another person's sample may be disciplined for the obstruction.

## **Treatment**

In addition to any disciplinary action taken, the district will provide employees a list of names, addresses, and telephone numbers of substance use treatment professionals and programs when employees have a positive alcohol or drug test result, refuse to take a test, or otherwise request information about substance use treatment.

## **District Records and Reports**

Alcohol and drug test results and records shall be maintained under strict confidentiality and released only in accordance with law. Upon written request, employees shall receive copies of any records pertaining to their use of alcohol or drugs, including any records pertaining to tests. Test records shall be maintained with each employee's separate medical files. The district shall maintain records and reports of its alcohol and drug prevention program as required by law.

Records of alcohol and drug tests and other related records shall be made available to a subsequent employer only as expressly requested in writing by the employee.

## **Notification to Employees**

The program coordinator shall ensure that all employees receive appropriate notice of the district's prohibitions on alcohol and drug use.

## **Provisions Applicable to Drivers**

In addition to the alcohol and drug testing provisions applicable to all employees, the district, which employs operators of commercial motor vehicles ("drivers"), is required to implement a drug and alcohol testing program that fulfills federal requirements. The district will use laboratories certified by the U.S. Department of Health and Human Services to conduct drug specimen analysis. This comprehensive program shall include conducting pre-employment drug testing and reasonable suspicion, random, and post-accident testing for use of alcohol or drugs by drivers; notifying drivers of the requirements and consequences of the program; maintaining appropriate records;

participating in the Commercial Driver's License Drug and Alcohol Clearinghouse; and complying with the Missouri Department of Revenue's reporting requirements.

As required by law, drivers shall not report for duty within four hours of using alcohol. Drivers required to take a post-accident test shall not use alcohol for eight hours following the accident or until they undergo a post-accident alcohol test, whichever comes first.

### **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.

### **Safety Program (EB)**

The Board recognizes the necessity for a planned safety program to create a safe environment for the students attending, and for the professional and support staff employed by the school district. The maintenance of healthful and safe conditions throughout the school district is a responsibility shared by the Board, superintendent and all professional and support staff.

Every attempt will be made to meet safety and health standards established by state and federal laws and regulations. The cooperation of school, home and community in providing a safe and healthful environment is encouraged by the Board.

Safe practices will be a scheduled part of instruction in the classrooms, laboratories and school shops. Proper supervision of students and other citizens using the school facilities will be required. Hazardous conditions indicated by inspectors will be reported to the Board and corrected. Each building administrator will develop and implement a safety program, report hazardous conditions to the superintendent and hold employees and students responsible for the observance of all safety rules and procedures.

The district will fully utilize federal, state and local violence prevention programs and resources available to students, teachers or staff that the district determines are necessary and cost effective for the school district. By July 1, 2001, the superintendent will designate a school safety coordinator who will have a thorough knowledge of such programs.

### **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. (Signature acknowledging receipt of this handbook indicates that you have read and understand policy EHB.)

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.

### **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.

### **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.

### **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

### **Resignation of Certified 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

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)**

### **Non Certified 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 to 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.

### **Certified Staff Leave (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.

To the extent permitted by law, 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 employees. Regular part-time professional employees will receive these leaves on a prorated basis. The policy does not apply to temporary or substitute employees unless otherwise noted.

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

Employees who begin employment after July 1st will have leave days prorated based on the months remaining until June 30th of the current school year. If an employee leaves the district prior to the completion of the fiscal year and has used more leave than they would have earned for the prorated period, the district has the right to offset their final check to account for this.

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 up to 90 sick leave days. 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. The Family and Medical Leave Act (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.

District employees may not use annual or cumulative sick leave during the period they receive workers' compensation for time lost to work-related incidents.

Certificated employees who are members of a retirement system shall remain members during any period of leave under cumulative sick leave provisions of the district or under workers' compensation. The employees shall also receive creditable service credit for such leave time if they make contributions to the system equal to the amount of contributions that they would have made had they 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 receive a one-time payout for accumulated leave with the following formula: the greater of half the daily sub rate plus \$10 or 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 leave 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 will be paid out for days beyond 90 with the following formula: the greater of half the daily sub rate or your annual salary times .00125

**Vacation** – Certified personnel employed on a continuous twelve-month contract shall receive 10 days vacation with pay. After the third, fourth, fifth, sixth, and seventh years of continuous employment an additional day of vacation shall be earned each year. The maximum number of vacation days is 15. Employees must submit a written request for vacation to the superintendent and receive written authorization before taking vacation days. If the absence may disrupt district operations, the superintendent has the discretion to deny a request for vacation or to limit the time of year employees may take vacation. Certified employees that have a vacation balance at the end of the fiscal year may apply to be paid up to ten vacation days at ½ the rate of their current daily salary upon signing their contract for the upcoming school year. The time frame for applying for this reimbursement will be July 1-10th each year with payment being made in July. Any unused vacation days may be carried over to the following year.

District employees shall not be entitled to use vacation days during the period they receive workers' compensation for time lost to work-related incidents.

Upon retirement from the district, staff shall receive a one-time payout for 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 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** – Employees who are appointed as election judges pursuant to state law may be absent on any election day for the period of time required by the election authority. The employees must notify the district at least seven days prior to any election in which they will serve as election judges. 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** – Employees 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. Employees 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** – Employees who receive a subpoena directly related to their work duties 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 Disaster Medical Assistance Team-1, 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** – Employees who are crime victims, witness a crime, or have 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** – Employees who are members of Civil Air Patrol and have qualified for a Civil Air Patrol emergency service specialty or are 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 employees 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 employees 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**

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 will apply to such absences any applicable paid leave the employee has accrued. Employees whose FMLA leave exceeds their applicable accrued paid leave may use unpaid leave for the remainder of the FMLA absence as allowed by law.

Employees who are ineligible for FMLA leave may take up to six weeks of unpaid leave for the birth, first-year care, adoption, or foster care of a child. The district will apply to such absences any applicable paid leave the employee has accrued. Employees who have not accrued a sufficient amount of paid leave will be provided unpaid leave.

Employees who need additional leave or other accommodations for a limitation related to pregnancy, childbirth, or related medical conditions should communicate their need for accommodation to any person who supervises, manages, or directs any of their work, and the district will afford accommodations as required by law. Additional unpaid leave may be an accommodation under the Pregnant Workers' Fairness Act (PWFA) in some circumstances, but the district will not require employees to accept leave as an accommodation without engaging in an interactive process to determine appropriate accommodations.

### **Classified Staff Leave (GDBDA)**

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

To the extent permitted by law, 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 employees. Regular part-time professional employees will receive these leaves on a prorated basis. The policy does not apply to temporary or substitute staff members unless otherwise noted.

Employees who begin employment after July 1st will have leave days prorated based on the months remaining until June 30th of the current school year. If an employee leaves the district prior to the completion of the fiscal year and has used more leave than they would have earned for the prorated period, the district has the right to offset their final check to account for this.

#### **Paid Time Off –**

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

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

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

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

- Tax investigation.
- Court appearances, unless applicable law or policy provides for paid leave.
- Wedding, graduation, or funeral not covered by bereavement leave below.
- Observance of a religious holiday.

- Conducting personal business of such a nature that it cannot be performed on a Saturday, Sunday, or before or after school hours, including parent-teacher conferences.
- Absences under leaves authorized by law, policy or the board that would otherwise be unpaid including, but not limited to, leave under the FMLA.
- Leave for other purposes as approved by the principal.

**Cumulative Sick Leave** – Unused annual PTO will convert to cumulative sick leave and can accumulate up to 90 sick leave days. 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. The Family and Medical Leave Act (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 and the law. Staff members who are ill may be required 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.

District employees may not use PTO or cumulative sick leave during the period they receive workers' compensation for time lost to work-related incidents.

Certificated employees who are members of a retirement system shall remain members during any period of leave under cumulative sick leave provisions of the district or under workers' compensation. The employees shall also receive creditable service credit for such leave time if they make contributions to the system equal to the amount of contributions that they would have made had they been on active service status.

**Reimbursement** – Upon teacher service retirement under the Public Education Employee Retirement System (PEERS) or under the disability feature of PEERS, non-certified staff who are at the time employed by the Hamilton

R-II School District, shall receive a one-time payout for accumulated days of leave with the following formula: the greater of half the daily sub rate plus \$10 or your final salary times .00125 after the employee shows proof of retirement through PEERS.

Beginning the 2022-2023 school year, any employee that leaves the district in good standing shall be paid for unused leave 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 will be paid out for days beyond 90 with the following formula: the greater of half the daily sub rate or your annual salary times .00125.

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

District employees shall not be entitled to use vacation days during the period they receive workers' compensation for time lost to work-related incidents.

Upon retirement from the district, staff shall receive a one-time payout for 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 days of bereavement leave. These days are not included as part of a staff member's PTO days or accumulated sick days. The district will require verification of the need for the leave via a funeral announcement or a newspaper publication. The board defines "immediate family" to include spouse, parents, children, children's spouses, grandparents, grandchildren, and siblings of an employee or employee's spouse, and any other family member residing with the employee. Building administrators may approve or disapprove requests.

Building administrators may approve or disapprove requests.

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

1. **Holidays** – July Fourth, Labor Day, Thanksgiving Day and day after, Christmas Day, New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, and Spring Break when school is not in session. Holidays may be modified or eliminated as needed when the academic calendar is changed due to inclement weather or for other reasons. Holidays may change from year to year.
2. **Professional Leave** – Employees may be granted professional leave to attend classes or conferences, meet with mentors, or participate in other approved professional growth activities. Professional leave is not considered personal leave and must be approved by the immediate supervisor and arranged well in advance.
3. **Military Leave** – The board shall grant military leave as required by law. Members of the National Guard or any reserve component of the U.S. Armed Forces who are engaged in the performance of duty or training will be entitled to a leave of absence of 120 hours in any federal fiscal year (October 1 - September 30) without impairment of efficiency rating or loss of time, pay, regular leave, or any other rights or benefits.

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

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

- 10. Civil Air Patrol Leave** – Employees who are members of Civil Air Patrol and have qualified for a Civil Air Patrol emergency service specialty or are 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 employees be exempted from responding to a specific mission.
- 11. Coast Guard Auxiliary Leave** – Employees who are members of the United States Coast Guard Auxiliary will be granted an unpaid leave of absence for periods during which they are engaged in the performance of United States Coast Guard or United States Coast Guard Auxiliary duties, including travel related to such duties, when authorized by the director of auxiliary or other appropriate United States Coast Guard Authority. Such leaves of absence will be given without loss of time, regular leave, or any other rights or benefits to which such employees would otherwise be entitled. The leave is limited to 15 working days in any calendar year but is unlimited when responding to a state- or nationally declared emergency in Missouri or upon any navigable waterway within or adjacent to the state of Missouri. The district may request that employees be exempted from responding to a specific mission.
- 12. 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**

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 will apply to such absences any applicable paid leave the employee has accrued. Employees whose FMLA leave exceeds their applicable accrued paid leave may use unpaid leave for the remainder of the FMLA absence as allowed by law.

Employees who are ineligible for FMLA leave may take up to six weeks of unpaid leave for the birth, first-year care, adoption, or foster care of a child. The district will apply to such absences any applicable paid leave the employee has accrued. Employees who have not accrued a sufficient amount of paid leave will be provided unpaid leave.

Employees who need additional leave or other accommodations for a limitation related to pregnancy, childbirth, or related medical conditions should communicate their need for accommodation to any person who supervises, manages, or directs any of their work, and the district will afford accommodations as required by law. Additional

unpaid leave may be an accommodation under the Pregnant Workers' Fairness Act (PWFA) in some circumstances, but the district will not require employees to accept leave as an accommodation without engaging in an interactive process to determine appropriate accommodations.

### **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.

### **Lactation Rooms**

In accordance with state law, the district allows breastfeeding or expressing breast milk, with discretion, in any public or private location where the person is otherwise authorized to be. To further accommodate lactation activities, the superintendent or designee will identify at least one room that is not a restroom in each school building to be used exclusively for lactation activities. The room will meet the requirements of state and federal law.

### **Employees**

Employees are encouraged to notify their supervisors in advance if they need reasonable accommodations for lactation activities. Accommodations will be provided as required by law after an interactive process with the employee. Supervisors will work with employees to address arrangements and scheduling to minimize disruptions to the school day and ensure that duties are covered.

Providing breaks to classroom teachers and other employees who directly supervise students throughout the day is particularly challenging because students cannot be left unsupervised and student learning cannot be disrupted. The district asks these employees to be particularly flexible and, when possible, to use planning periods, lunch breaks, routine breaks in their class schedule, or other free time to meet their lactation-related needs.

Employees experiencing limitations related to pregnancy, childbirth, or related medical conditions may also seek other reasonable accommodations in accordance with law.

The district will not deny employment opportunities or take adverse employment action against an employee who has requested reasonable accommodations.

This policy does not entitle an employee to bring or keep an infant at work during times when the employee is required to be working.

### **Students**

Lactating students should contact the counselor or Title IX coordinator, who will make arrangements with the student to create a schedule that results in the least amount of missed class time. Students will be allowed to make up work missed due to lactation activities. If it is not possible to make up the missed work, the student will be provided an alternative assignment.

This policy does not entitle a student to bring an infant to school during the school day when the student is required to be in class.

### **Public**

Members of the public are allowed to engage in lactation activities while on district property and may use the district's designated lactation rooms to do so.

### **Family/Medical Leave (GBBDA)**

Direct FMLA questions to Katie Iddings at [iddings@hamilton.k12.mo.us](mailto:iddings@hamilton.k12.mo.us) 816-583-2134

#### **Eligibility**

To be eligible for FMLA leave benefits, the employee must:

1. Have been employed in the district for at least 12 months (but not necessarily consecutively).
2. Have been employed for at least 1,250 hours of service during the 12-month period immediately preceding the leave.
3. Be employed at a worksite where 50 or more employees are employed by the district within 75 miles of that worksite.

An absence may qualify for FMLA protection if it is for one of 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 that makes the employee unable to perform one or more of the essential functions of his or her job or the serious health condition of the employee's spouse, child or parent.
4. Care of a spouse, child, parent or next of kin who is a covered servicemember (including some veterans) with a serious illness or injury (military caregiver leave).
5. A qualifying exigency arising out of the fact that the spouse, child or parent of the employee is on covered active duty, or has been notified of an impending call or order to covered active duty, in the Armed Forces.

#### **Notice to Employees**

##### ***General Notice***

The district will administer leave that qualifies for Family and Medical Leave Act (FMLA) protection in accordance with federal law. This policy is intended for guidance and shall not be interpreted to expand the district's responsibilities beyond the requirements of the law. For employees who are not eligible for FMLA leave, including employees who have exhausted available FMLA-protected leave, requests for leave shall proceed according to the district's established policies.

#### **Eligibility**

To be eligible for FMLA leave benefits, the employee must:

1. Have been employed in the district for at least 12 months (but not necessarily consecutively).



2. Have been employed for at least 1,250 hours of service during the 12-month period immediately preceding the leave.
3. Be employed at a worksite where 50 or more employees are employed by the district within 75 miles of that worksite.

An absence may qualify for FMLA protection if it is for one of 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 that makes the employee unable to perform one or more of the essential functions of his or her job or the serious health condition of the employee's spouse, child or parent.
4. Care of a spouse, child, parent or next of kin who is a covered servicemember (including some veterans) with a serious illness or injury (military caregiver leave).
5. A qualifying exigency arising out of the fact that the spouse, child or parent of the employee is on covered active duty, or has been notified of an impending call or order to covered active duty, in the Armed Forces.

## **Notice to Employees**

### **General Notice**

The district will post notice to employees explaining FMLA benefits in accordance with law. If the district employs 50 or more employees, it will include FMLA notice in an employee handbook or other written guidance to employees concerning employee benefits or leave rights or will distribute a copy of the general notice to each new employee upon hiring. Notice may be provided electronically in accordance with law.

### **Eligibility and Rights and Responsibilities Notices**

Absent extenuating circumstances, the district will provide the employee notice of the employee's eligibility to take FMLA leave and the rights and responsibilities of the employee within five business days of the request for leave or acquiring knowledge that an employee's leave may be for an FMLA-qualifying reason. Such notice will be provided at the commencement of the first instance of leave for each FMLA-qualifying reason in the applicable 12-month period, and no subsequent notice is required in the 12-month period unless leave is taken for a different qualifying reason or the employee's eligibility status has changed.

### **Designation Notice**

When the district has enough information to determine whether the leave is being taken for an FMLA-qualifying reason, the district will provide written notice to the employee within five business days, absent extenuating circumstances, regarding whether the leave will be counted as FMLA leave. The district will notify the employee if a fitness-for-duty certification is required before returning to work and, if required, include a list of the essential functions of the employee's position. The district will notify the employee of the number of hours, days or weeks that will be counted against the employee's FMLA leave entitlement, if known. The district may designate leave as FMLA leave retroactively if the retroactive designation will not cause harm or injury to the employee.

## **Employee Notice to the District**

An employee must notify the district of the need for leave and explain the reasons for the leave so the district can determine whether the leave qualifies for FMLA. The leave may be delayed or denied if the employee fails to give such notice.

In all cases of foreseeable leave, the employee must provide notice, in the same manner that is required under the district's leave policies, to the superintendent or designee of the reasons for the leave, the anticipated duration of the leave and the anticipated start of the leave. If an employee fails to provide the required notice, the district may delay or deny the FMLA-protected leave.

When the approximate timing of the need for leave is not foreseeable, an employee must provide notice to the district as soon as practicable under the facts and circumstances of the particular case, in the same manner that notice is required under the district's leave policies. The employee or the employee's spokesperson, if necessary, shall provide sufficient information for the district to reasonably determine whether the FMLA may apply to the leave request.

If the leave is for a qualifying exigency, an employee must provide notice as soon as practicable, regardless of how far in advance the leave is foreseeable. For all other qualifying reasons, an employee must provide 30 days' notice of the need to take FMLA leave when the need for leave is foreseeable. When 30 days' notice is not practicable, the employee must provide notice as soon as practicable and must explain upon request why 30 days' notice was not practicable.

"As soon as practicable" means as soon as both possible and practical under all the facts and circumstances of the individual case.

## **Leave Use**

For all FMLA purposes except military caregiver leave, the district adopts a 12-month leave year beginning on July 1 and ending the following June 30.

1. All eligible employees are entitled to leave for a period not to exceed 12 workweeks per leave year for:
  - ▶ The birth and first-year care of the employee's child.
  - ▶ The adoption or foster placement of a child with the employee.
  - ▶ Serious health conditions of the employee that makes the employee unable to perform one or more of the essential functions of his or her job or the serious health condition of the employee's spouse, child or parent.
  - ▶ A qualifying exigency arising out of the fact that the spouse, child or parent of the employee is on covered active duty, or has been notified of an impending call or order to covered active duty, in the Armed Forces. The amount of leave available for a particular type of qualifying exigency may be limited by law.
2. The FMLA leave year for military caregiver leave begins on the first day that such leave is taken and runs for the following 12 months. All eligible employees are entitled to military caregiver leave for a period not to exceed 26 workweeks of leave per single 12-month period for the care of a spouse, child, parent or next of kin who is a covered servicemember. Twenty-six weeks of leave are available per covered servicemember,

per injury/illness; however, no more than 26 weeks of leave may be used during each single 12-month period.

3. An eligible employee is entitled to a combined total of 26 workweeks of leave for any FMLA-qualifying reason during a single 12-month period, provided that the employee is entitled to no more than 12 workweeks of leave for one or more of the following: the birth of the employee's child or to care for such child; the placement of a child with the employee for adoption or foster care; in order to care for the employee's spouse, son, daughter or parent with a serious health condition; for the employee's own serious health condition; or because of a qualifying exigency. For example, an employee could take 16 weeks of military caregiver leave and still have ten weeks available for the birth of a child. However, an employee who used ten weeks of military caregiver leave could not take 14 weeks for the birth of a child because that exceeds the 12 weeks allowed for such leave. Leave that qualifies as both military caregiver leave and leave for the serious health condition of a parent, spouse or child will be designated first as military caregiver leave.

4. When both spouses are employed by the district and eligible for FMLA leave, the leave will be limited to an aggregate total of 12 workweeks during a 12-month period in cases where the leave is taken for the birth or first-year care of the employees' child, adoption or foster placement of a child with the employees, or to care for a parent with a serious health condition. However, where both spouses use a portion of the total 12-week FMLA leave entitlement for the same qualifying event, the spouses would each be entitled to the difference between the amount he or she has taken individually and 12 weeks for another qualifying purpose. When both spouses are employed by the district and use military caregiver leave or a combination of military caregiver leave and leave for the birth or first-year care of their child, adoption or foster placement of a child with the employees, or to care for a parent with a serious health condition, both employees will be limited to an aggregate total of 26 workweeks of leave.

5. The district shall apply all appropriate paid leave to an FMLA absence to the extent allowed by law and policy, 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 allowable FMLA leave has been used, but such absences will be unpaid.

6. When an employee has an absence that meets the criteria to be an FMLA-qualified absence, the district will designate such absence as part of the employee's total annual FMLA entitlement, even if the employee has not requested FMLA leave and/or is absent under paid or unpaid leave in accordance with law or district policy. If an 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 will also be designated as an FMLA-qualifying absence and charged against the employee's FMLA-protected time entitlement.

7. FMLA leave may be taken intermittently as required for the health of the employee or family member or as reduced-schedule leave in increments no greater than the shortest period of time that the district uses to account for use of other forms of leave, provided that it is not greater than one hour and provided that the FMLA entitlement is not reduced by more than the amount of leave actually taken. Instructional employees may take intermittent or reduced-schedule leave to be with a healthy newborn only when the district and the employee have reached agreement for how the leave will be used.

8. The district reserves the right to require adequate certification and recertification of any FMLA-qualifying event or condition of the employee or employee's spouse, child, parent or next of kin and authentication or

clarification of such certification as the district deems necessary. Failure to provide such certification when requested will result in denial of the leave, and may result in discipline or termination of employment. 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.

### **Instructional Employees**

If intermittent leave or reduced-schedule leave equals more than 20 percent of instructional time, the district may require instructional employees who take such leave due to medical reasons to take block leave or to find an alternative placement for the period of planned medical treatment. 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 best serves the interest of the district.

### **Leave Protections**

The use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of the employee's leave. Eligible employees are entitled to continued participation in the district's health plan as long as they are entitled to FMLA leave protection; 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.

Eligible employees who are absent for an FMLA-qualifying reason generally may return to the same position or an equivalent position with equivalent pay, benefits and working conditions at the conclusion of the leave, in accordance with law. However, the district has the discretion to assign employees taking intermittent leave or returning from FMLA leave to a different position or a position in a different building, grade level or classroom as long as the employee has the appropriate certification or license for the position. Depending on the circumstances, instructional employees may be assigned to substitute teacher positions, positions as in-school suspension supervisors or other district positions for which they are certificated if the district determines that such placement is necessary to ensure consistency of instruction.

The FMLA makes it unlawful for any employer to interfere with, restrain or deny the exercise of any right provided under the FMLA. Additionally, it is unlawful for any employer to discharge or discriminate against any person for opposing any practice made unlawful by the FMLA or for involvement in any proceeding under or relating to the FMLA.

See full policy for additional FMLA provisions.

### **Payroll Information/Fringe Benefits**

#### **Pay Periods**

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

Support staff 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 required.

### **Salary Deductions (DLB)**

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

### **Staffing with and employing retirees (GBAC)**

For the purposes of this policy, a "retiree" is defined as a person who is receiving retirement benefits from the Missouri Public School Retirement System, the Public Education Employee Retirement System, the Kansas City Public School Retirement System or the Public School Retirement System of the City of St. Louis.

The Hamilton R-II School District encourages the superintendent or designee to consider past public school experience when making staffing decisions. When the district will benefit, the district may employ a retiree or contract with a retiree as an independent contractor. The district may also utilize the services of a retiree employed by a third party including, but not limited to, a staffing agency. The district will not create a position solely to benefit a retiree, but the district encourages retirees to apply for positions with the district.

However, given the strict regulation of retirees, the district will staff with a retiree only in situations where the applicable retirement laws will not be violated and the retiree's retirement benefits will not be jeopardized. To avoid compromising a retiree's benefits, the district will not reach a written or unwritten agreement for future employment with a person who has retired or is going to retire until the person has received his or her first retirement benefit payment.

The superintendent or designee may seek legal advice on compliance with the applicable laws and regulations.

### **Records**

Retirees required by law to limit the number of hours they work for the district will maintain accurate records of the dates and hours they have worked as directed by the district and will provide those records to the district. Such records will be maintained by the district.

### **Staffing Using Independent Contractors**

The district may staff positions using retirees serving as independent contractors, but the superintendent or designee will consult the district's legal counsel or auditor when necessary to ensure that the retiree is appropriately categorized for tax and withholding purposes. In accordance with law, any person performing work for the district for which teacher or administrator certification is required must be an employee of the district, not an independent contractor.

### **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 the last day of employment unless the employee is retiring from the district. A beneficiary form must be completed and presented to the Superintendent's Office for filing.

### **Health Insurance (GCBC & GDBC)**

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

### **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, in applicable 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.

### **Overtime Pay for Classified Staff**

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

### **Current Personal Information**

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

### **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. The intent to participate in Career Ladder must be filed with the Administration Office no later than September 1 of the current school year.

### **Summer School Hiring**

When hiring for summer school positions, preference will first be given to teachers who have signed a contract to return the following school year, followed by teachers who have submitted retirement upon the conclusion of the school year, followed by teachers who have chosen to leave the district and are in good-standing.

### **Purchasing Information**

#### **Purchasing of Materials**

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

- ◆ The requisition must be approved by the building principal.
- ◆ The requisition is submitted to the superintendent for approval.

- ◆ All items must be approved for purchase.
- ◆ If you anticipate a bill that has to be paid at the time of the service, you must get approval for the payment in advance.

#### **Receipt of Funds**

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

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

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

#### **Suicide Awareness and Prevention (JHDF)**

##### **Purpose**

Suicide is a leading cause of death among youths in Missouri and is a public health concern impacting all Missouri citizens. The district is committed to maintaining a safe environment to protect the health, safety, and welfare of students.

This policy outlines key protocols and procedures the district will use to raise awareness of suicide and the steps that can be taken to prevent it. The goal of the district is to help students, including students receiving their education virtually, who may be at risk of suicide without stigmatizing students or excluding them from school. The board will provide the resources necessary to meet this goal. No student will be excluded from school based solely on the district's belief that the student is at risk of suicide.

##### **Definitions**

*Crisis Response Team (CRT)* – A team of district employees trained in suicide awareness and prevention.

*Student at Risk of Suicide* – A student who is demonstrating individual, relationship, community, or societal factors that are associated with suicide and that in combination indicate that an individual might be contemplating suicide.

*Suicide Crisis* – A situation in which a person is attempting suicide or is seriously contemplating or planning suicide. Planning may include, but is not limited to, a timeframe and method for attempting suicide or obtaining or attempting to obtain the means to attempt suicide. A suicide crisis is considered a medical emergency requiring immediate intervention.

##### **Crisis Response Team**

The district will establish a district-level CRT and, if practical, a team in each building. CRT members will include administrators, counselors, and the school nurse and may also include school social workers, school resource officers,

teachers, and community members as appropriate. The CRT will be responsible for implementation of the district's response plan.

The district will use an evidence-based/informed tool for determining whether a student is at risk of suicide or is having a suicide crisis. The CRT members and the building administrator will receive training and coaching in using this tool to assist in making determinations as to whether a student may be at risk of suicide and the appropriate response. Any such determination shall be made by multiple team members. If the district has a behavioral risk assessment team, a threat assessment team, or any similar team that monitors students considered "at risk," those teams must immediately contact the CRT if the team has identified a student who might be at risk for self-harm or suicide.

### **Response Plan**

District employees will respond immediately in situations where they have a reasonable belief that a student may be at risk of suicide or may be having a suicide crisis.

### **Students Who May Be at Risk of Suicide**

Any district employee who has a reasonable belief that a student may be at risk of suicide, even though the student is not having a suicide crisis as defined in this policy, will take the following steps:

1. Find another employee and make every effort to locate the student immediately. One of the employees must stay with the student.
2. While one employee stays with the student, the other will notify a CRT member or the building administrator or designee. If the employee cannot reach the building administrator, designee, or any of the CRT members, the employee will contact the student's parent/guardian. If the parent/guardian is also unavailable, or at the parent's/guardian's request, the employee will contact emergency services.

When a CRT member or the building administrator or designee receives notification that a student may be at risk of suicide, the CRT member, administrator, or designee will take the following steps:

1. If the student cannot be located or leaves after being located, contact the parent/guardian to explain the district's concern.
2. If the student has been located, use an evidence-based/informed tool to determine whether the student is at risk of suicide and the appropriate response. Regardless of the determination, the building administrator or designee will contact the student's parent/guardian to discuss the concern.
3. If it is determined that the student may be at risk of suicide, appropriate members of the CRT will meet with the student and the student's parents/guardians to discuss support and safety systems, available resources, coping skills, and collaborative ways to support the student.

### **Students Who May Be Having a Suicide Crisis**



If an employee reasonably believes that a student is having a suicide crisis, the employee will take the following steps:

1. Find another employee and make every effort to locate the student immediately. One of the employees must stay with the student.
2. Immediately report the situation to a CRT member or the building administrator or designee. If the employee cannot reach the building administrator, designee, or any of the CRT members, the employee will notify the student's parent/guardian and contact emergency services. The employee may also contact the National Suicide Prevention Lifeline (800-273-8255) or 988 for assistance. As soon as practical, the employee will notify the building administrator or designee.

When a CRT member or the building administrator or designee receives notification that a student is believed to be having a suicide crisis, the CRT member, administrator, or designee will take the following steps:

1. If the student cannot be located or leaves after being located, a CRT member or the building administrator or designee will contact the parent/guardian to explain the district's concern.
2. If the student has been located, the CRT member and the building administrator or designee will, based on their training and an assessment of the student, determine the appropriate action, including whether to call emergency services, and implement the appropriate response.
3. At an appropriate time after the crisis has passed, appropriate CRT members will meet with the student and the student's parents/guardians to discuss support and safety systems, available resources, coping skills, and collaborative ways to support the student.

### **Students Attending Virtually**

In addition to monitoring the attendance and academic progress of students receiving education virtually (virtual learners), the district must also monitor virtual learners who may be at risk for suicide. Building administrators will develop procedures for monitoring the social/emotional health, including suicide risk, of virtual learners in conjunction with monitoring attendance and academic progress that will include:

1. Identifying staff members who will contact virtual learners on a regular basis;
2. Providing hard copies of student contact information to those assigned to contact virtual learners as a backup to Internet access of student records;
3. Creating a few questions designed to assess a virtual learner's social and emotional health that will be asked in conjunction with questions about academic progress;
4. Creating a written set of instructions for employees to follow if the employee suspects the virtual learner may be at risk of suicide or self-harm; and

## 5. Notifying the CRT.

To the extent possible, the superintendent or designee will work with the teachers hired by Missouri Course Access and Virtual School Program (MOCAP) providers to solicit information about the social and emotional health of the virtual learners in their courses.

### **Confidentiality**

Employees are required to share with the CRT and administrators or their designees any information that may be relevant in determining whether a student is at risk of suicide, is having a suicide crisis, or is otherwise at risk of harm. Employees are prohibited from promising students that information shared by the student will be kept secret when the information is relevant to the student's safety or the safety of another person.

Release of a student's individually identifiable education records will be made in accordance with the Family Educational Rights and Privacy Act (FERPA). In accordance with FERPA, information contained in a student's education records may be revealed at any time to the student's parents/guardians and school personnel who have a legitimate interest in the information. Education records may be shared with other appropriate persons when necessary to protect the health or safety of the student or others.

### **Abuse and Neglect**

If any employee of the district has reasonable cause to believe a student has been or may be subjected to abuse or neglect or observes the student being subjected to conditions or circumstances that would reasonably result in abuse or neglect, the employee will contact the Child Abuse and Neglect Hotline in accordance with law and board policy.

### **Accommodating a Disability**

If at any time a parent/guardian informs the district that a student has a medical condition or impairment that could require accommodation, district employees will contact the district's compliance coordinator to determine whether the student has a disability.

### **School and Community Resources**

The district will, in collaboration with local organizations and the Missouri Department of Mental Health, identify local, state, and national resources and organizations that can provide information or support to students and families. Copies of or links to resources will be available to all students and families on the district's website and in all district schools.

A CRT member will follow up with students who have been identified as being at risk of suicide or who have had a suicide crisis and their parents/guardians to offer additional assistance. The CRT will determine the number and frequency of follow-up visits. If a student transfers to virtual learning or is otherwise not present in school, the district will, to the extent possible, continue providing any supportive services the student was receiving from the district while in physical attendance.

The district will request permission from the parent/guardian to consult with the student's outside medical provider to assist in determining what interventions the district should use.

Beginning July 1, 2025, identification cards issued to students in grades 7–12 shall include the three-digit dialing code that directs calls and routes text messages to the Suicide and Crisis Lifeline, 988, and the nonemergency phone number of the local police department. Cards purchased prior to this date may be used until the supply is depleted.

### **Response to Incidents Impacting the School**

When the school community is impacted by the attempted suicide or death by suicide of a student, staff member, or other person in the school community, the superintendent or designee will confer with the district-level CRT and, when appropriate, confer with local community resources and professionals to identify and make available supports that may help the school community understand and process the behavior or death.

The CRT and the superintendent or designee will determine appropriate procedures for informing the school community of an attempted suicide or death by suicide and the supports that will be offered. Staff and students who need immediate attention following an attempted suicide or death by suicide will be provided support and resources available through the district and will be given information about other resources.

### **Return to School Following a Suicide Attempt**

Students who have attempted suicide are at greater risk to attempt to harm themselves again and require support when returning to school. The building administrator will designate an appropriate employee to serve as a case manager for a student returning to school after a suicide attempt. The case manager will:

1. Meet with the student and family prior to the return date;
2. Study the student's records, including the events that precipitated the attempt if available;
3. Provide information about the student to teachers and other staff members to the extent necessary to support the student's return;
4. Meet with the student regularly; and
5. Assist the student and family in finding supportive services outside of the school.

### **Staff Education on Suicide Prevention and Response Protocol**

All district employees will receive information regarding this policy and the district's protocol for suicide awareness, prevention, and response. This information will be provided to current employees and each new employee hired. The information will focus on the importance of suicide prevention, recognition of suicide risk factors, strategies to strengthen school connectedness, and response procedures and will include:

1. Strategies that can help identify students who are at possible risk of suicide;
2. Strategies and protocols for helping students at possible risk of suicide; and
3. Protocols for responding to a suicide death.

The district will also provide opportunities for district staff to participate in professional development regarding suicide awareness and prevention. Opportunities may include district-led training, access to web-based training, or training provided in other school districts or by local organizations or health professionals.

### **Suicide Prevention Education for Students**

Starting no later than fifth grade, students will receive age-appropriate information and instruction on suicide awareness and prevention. Information and instruction may be offered in health education, by the counseling staff, or in other curricula as may be appropriate.

### **Policy Publication**

The district will notify employees, students, and parents/guardians of this policy by posting this policy on the district's website and providing information about the policy to district employees. The district may also include information about the policy in appropriate district publications and student handbooks.

### **Programs for Migratory Students (IGBCB)**

The Board of Education of the Hamilton R-II School District recognizes that migratory students face many educational challenges that may interfere with their ability to succeed in the regular education program and meet the same challenging state achievement standards as other students. The district is committed to creating and supporting a migrant education program (MEP) designed to help migratory students and their families overcome these challenges. As needed, the district will provide professional development for teachers that is designed to improve the quality of education for migratory students, including required training by DESE's Migrant Education and English Language Learning (MELL) program.

### **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.

### **Hazing (JFCG)**

In order to promote a safe learning environment for all students, the Hamilton R-II School District prohibits all forms of hazing.

For purposes of this policy, hazing is defined as any activity, on or off school grounds, that a reasonable person believes would negatively impact the mental or physical health or safety of a student or put the student in a ridiculous, humiliating, stressful or disconcerting position for the purposes of initiation, affiliation, admission, membership or maintenance of membership in any group, class, organization, club or athletic team including, but not limited to, a grade level, student organization or district-sponsored activity.

Hazing may include those actions that subject a student to extreme mental stress including, but not limited to, sleep deprivation, physical confinement, forced conduct that could result in extreme embarrassment or criminal activity, or other stress-inducing activities. Hazing may also include, but is not limited to: acts of physical brutality; whipping; beating; branding; exposing to the elements; forcing inhalation or consumption of any food, liquor, drug, tobacco product, or other substance; or any other forced physical activity that could adversely affect the physical health or safety of an individual.

Hazing can occur even when all students involved are willing participants. Hazing does not occur when a student is required to audition or try out for an organization when the criteria are reasonable, approved by the district and legitimately related to the purpose of the organization.

District staff, coaches, sponsors and volunteers will not permit, condone or tolerate any form of hazing or plan, direct, encourage, assist in, engage in or participate in any activity that involves hazing. District staff will report incidents of hazing to the building principal. The principal shall promptly investigate all complaints of hazing and administer appropriate discipline to all individuals who violate this policy. District staff who violate this policy may be disciplined or terminated.

Students participating in or encouraging inappropriate conduct will be disciplined in accordance with the district's discipline code. Such discipline may include, but is not limited to, suspension or expulsion from school and removal from participation in activities. The district will report hazing incidents to law enforcement when required by law. Students who have been subjected to hazing are instructed to promptly report such incidents to a school official.

The superintendent will provide for appropriate training designed to assist staff, coaches, sponsors and volunteers in identifying, preventing and responding to incidents of hazing.

The district shall annually inform students, parents/guardians, district staff and volunteers that hazing is prohibited. This notification may occur through the distribution of the written policy, publication in handbooks, presentations at assemblies or verbal instructions by a coach or sponsor at the start of a season or program.

### **Special Education Services (IGBA-1)**

It is the policy of the board of education to provide a free and appropriate public education (FAPE) for students with disabilities who are in need of special education and related services in accordance with the Individuals with Disabilities Education Act (IDEA), the Missouri State Plan for Special Education (State Plan), the district's local compliance plan, and applicable state and federal laws.

### **Child Find**

The district has an obligation to locate, identify, and evaluate children in the district between the ages of 3 and 21 who may need special education and related services, including children who are wards of the state, are homeless, or attend private schools located within the boundaries of the school district. Any individual who knows or believes that a student has a disability and is in need of accommodation or special education should contact the school's principal or the district's special education director immediately.

The district will notify all parents/guardians and students of its obligations under this policy and the law. The district will also utilize public media and other postings to notify the public of the district's legal obligations as required by law.

### **Evaluation and Identification**

The special education director will arrange for district students and children who are not enrolled in the district but who may need special education services to be evaluated to determine their eligibility for special education services in accordance with the law and state and local plans.

### ***Specific Learning Disabilities***

The board authorizes the special education director to use a discrepancy model, including the use of professional judgment or a response to intervention (RTI) model, for identifying students with specific learning disabilities (SLD).

### ***Children Three to Five Years of Age***

The district will identify for special education services children who are three to five years old and not yet eligible for kindergarten. To do so, the district will use the available identification categories included in the Missouri State Plan for Special Education (State Plan), including the category of "Young Child with a Developmental Delay" (YCDD). Every child who has been identified for special education services will remain eligible for special education services after becoming age-eligible for kindergarten. The district will comply with the requirements of the State Plan.

### **Independent Evaluations**

If a student is evaluated for special education services and the parents/guardians disagree with the evaluation, the parents/guardians may obtain an independent educational evaluation (IEE) at the district's expense, as allowed by the IDEA. Applicable procedures, evaluator criteria, and location and cost limitations governing the IEE process are available through the district's special education director. The board delegates to the superintendent or designee the authority to make changes to these procedures, evaluator criteria, and cost guidelines. These items will adhere to rules published in the Missouri State Plan and the local plan for compliance with the law.

### **Services for Students with Visual Impairments**

As required by law, and unless the individualized education program (IEP) team determines that such instruction is not appropriate, each student who is blind or visually impaired will receive instruction in:

1. Braille reading and writing;
2. Assistive technology;
3. Expanded core curriculum; and
4. Orientation and mobility.

No student will be denied such instruction solely because the student has some remaining vision.

### **Students Placed in Private Schools by Their Parents/Guardians**

For the purpose of this policy, a "private school" is defined to include home schools and religious/parochial schools.

In general, the district has no obligation to provide FAPE or special education and related services to individual students enrolled in a private school by their parents/guardians. The district will expend a proportionate amount of its IDEA Part B funds on the group of privately placed students as a whole, as required by law.

The district will work with private schools located within its boundaries to identify and evaluate students attending the private schools who may be eligible for special education services. When a student is determined eligible, the district will offer to enroll the student and provide the student special education and related services in the district.

Parents/Guardians of a student previously enrolled in the district who choose to unilaterally place the student in a private school without district consent due to a dispute regarding FAPE will not be reimbursed for tuition costs except as required by law.

## **Extended School Year**

Extended school year (ESY) services may be necessary to provide a child with a disability FAPE pursuant to law. The IEP team will consider ESY services for all special education students eligible for services under the IDEA, but ESY services will be provided only if the student is found eligible in accordance with this policy.

A student will be eligible for ESY services if, based on the available data, the student needs services beyond the regular school day or term to avoid regression that will interfere with the student's ability to continue to progress in the curriculum. This determination will be based on consideration of the following:

1. The nature and severity of the student's disability.
2. The areas of learning crucial to the child's attainment of self-sufficiency and independence.
3. The student's progress.
4. The student's behavioral and physical needs.
5. Opportunities the student will have to practice skills outside the formal classroom setting without ESY services.
6. Availability of alternative resources.
7. Areas of the student's curriculum that need continuous attention.
8. Ability of the student's parents/guardians to provide educational structure.
9. Particular curricular or vocational needs of the student.
10. Opportunity for the student to interact with nondisabled children.

The length, nature, and type of ESY services will be determined by the IEP team and addressed in each student's IEP. If it is unreasonable to predict eligibility for ESY services at the time the IEP is developed, the IEP team will meet after sufficient time has passed for the team to make an informed decision about ESY services, but not later than the last calendar day of the regular school term.

## **Mediation**

The board of education authorizes the special education director to legally bind the school district to a mediation agreement developed in accordance with the IDEA and Missouri law and further authorizes the special education director to contact an attorney for legal advice prior to making any decisions. In the absence of the special education director, the superintendent is authorized to perform the duties under this section.

## **Resolution**

The board of education designates the special education director to represent the school district in resolution meetings and gives the special education director decision-making authority on behalf of the district. The special education

director has the authority to sign and legally bind the district to a settlement agreement reached at the resolution meeting. In the absence of the special education director, the superintendent is authorized to perform the duties under this section. All other settlement agreements must be approved by the board.

### **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 Extracurricular 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](http://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.

## **Student Discipline (JG)**

It is essential that the district maintain a safe school environment and a climate that allows teachers to communicate effectively with all students in the class and allows all students in the class to learn. Discipline will be equitably applied and viewed as a learning opportunity with the ultimate goal of improving behavior, safety, and the school climate. The district seeks to minimize the unnecessary exclusion of students from classrooms and school and encourages the superintendent and district staff to exclude students only when necessary to maintain a safe and appropriate learning environment.

The superintendent or designee is authorized to contact the district's attorney for advice on the legality of district discipline or the discipline process. The board encourages the superintendent to recommend changes to board policy related to student discipline as needed.

## **Discipline Code**

To assist district staff in maintaining the necessary education environment, the board of education has created a discipline code that addresses the consequences for students whose conduct is prejudicial to good order and discipline in the schools or impairs the morale or good conduct of other students.

The district's comprehensive written code of conduct includes, but is not limited to, this policy, JG-R1, JGA, JGB, JGD, JGE, JGF, and associated procedures. The district's comprehensive written code of conduct will be placed on the district's website, and a copy will be available in the superintendent's office during normal business hours. The district will distribute the code of conduct to all students, parents/guardians, and district staff at the beginning of each school year, which may be accomplished by directing them to the district's website. These policies, regulations, and procedures will apply to all students in attendance in the district's instructional and support programs as well as at district-sponsored activities.

## **Equity**

All district staff are required to enforce district policies, regulations, and procedures in a manner that is consistent, developmentally appropriate, and equitable. District staff who increase or decrease the consequences for student misconduct based on individual circumstances must document the reasons for the variance. The superintendent or designee will regularly review district discipline data to determine whether district policies are being equitably enforced and, when necessary, make recommendations to the board for policy changes, training, or resources to further the district's goals for providing equitable education to all students.

## **Discipline for Off-Campus Misconduct**

Students may be disciplined for misconduct that occurs off district grounds and outside a district activity when allowed by law including, but not limited to, the following situations:

1. The district's technology is used.
2. The student's conduct negatively impacts the education environment or there is a nexus to the education environment and the conduct is not otherwise protected by law.
3. The student has been charged with, convicted of, or pled guilty to the commission of a felony in a court of general jurisdiction (not a juvenile court). The board may suspend such students after a hearing in accordance with law.
4. The student has been indicted on, charged with, or convicted of one of the specific crimes listed in § 167.171, RSMo. (see in policy JEC) or a petition has been filed or adjudicated in juvenile court involving one of the specific crimes listed in § 167.171, RSMo. The district shall exclude such students from school or from the general education environment after appropriate due process.
5. The student transfers to the district during a suspension or expulsion from another public school or a private or parochial school, and the district determines that the conduct would have resulted in a suspension or expulsion in this district. The district may honor a student's suspension or expulsion in such cases after providing appropriate due process when necessary.

## **Immediate Removal**

The board authorizes the immediate removal of a student upon a finding by a principal or superintendent that the student poses a threat of harm to self or others, as evidenced by the prior conduct of such student. Any such removal will be subject to the appropriate due process procedures and in accordance with law.

## **Enforcement**

Building principals are responsible for the development and enforcement of additional student conduct rules needed to maintain proper behavior in schools under their supervision. All such rules shall be consistent with board-adopted discipline policies and regulations.

Teachers have the authority and responsibility to make and enforce necessary rules for discipline in the classroom, subject to review by the building principal. The board expects each teacher to maintain a satisfactory standard of conduct in the classroom.

All district staff enforcing student discipline should seek to minimize, as much as possible, the amount of instructional time the student loses.

## **Training**

All district employees shall annually receive instruction related to the specific contents of the district's comprehensive code of conduct and any interpretations necessary to implement its provisions including, but not limited to, confidentiality requirements and the approved methods for dealing with acts of school violence and disciplining students with disabilities.

### **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.

### **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.

### **Audio and Visual Recording (KKB)**

The district may create audio and visual recordings on district property, on district transportation or at district activities for:

1. Providing security;
2. Maintaining order;
3. Professional staff development;
4. Educational purposes; and
5. Other purposes related to furthering the educational mission of the district.

However, because the district predominantly serves minors, is subject to a number of confidentiality laws, respects parent/guardian and community privacy concerns and seeks to minimize disruption to the education environment, the district prohibits other persons or entities from making audio or visual recordings unless authorized in this policy.

### **Administrator Authority**

The superintendent or designee has the authority to authorize audio and visual recording on district property or at a district activity. Likewise, even if recording is authorized under this policy, the superintendent or designee may prohibit any person or entity from recording:

1. To protect privacy interests;
2. To comply with copyright or other licensing or intellectual property limitations;

3. If the recording creates a disruption to the education or working environment;
4. If the recording is done in a location where a person may be in a state of undress; or
5. For other legitimate reasons as determined by the superintendent or designee.

### **Board Meetings, Performances and Activities Open to the General Public**

The district allows audio and visual recording at performances, events and activities that the general public is invited to attend (such as athletic competitions, concerts and plays, open board meetings and board committee meetings) as long as district guidelines applicable to those events are followed and unless recording is prohibited by licensing or other intellectual property laws.

### **Events Sponsored by Individuals or Entities Authorized to Rent or Use District Facilities**

The district may allow audio and visual recording of events or activities sponsored by an outside entity authorized to use or rent district facilities if permitted by the event sponsor.

### **Research and Educator Preparation**

With permission from the superintendent or designee, staff and students may be recorded for research purposes or by preservice education professionals for evaluation purposes. Consent from all relevant parties must be secured when required by law.

### **Recording by the Media**

The media may make audio or visual recordings on district property or at district events as authorized by the superintendent or designee.

### **Recording by Students**

In addition to other recordings authorized in this policy, students may make audio and visual recordings on district property or at district activities if allowed by a teacher or activity sponsor as part of the class or activity or as permitted by the principal, superintendent or designee. Students may be disciplined, excluded from district activities and prohibited from attending with a phone or other recording device if the student makes recordings in violation of this policy and other district rules regarding recording.

### **Recordings by Parents/Guardians or Family Members of Students**

In addition to other recording authorized in this policy, parents/guardians or family members of students may be allowed to record performances or events to which only parents/guardians or family members are invited, such as family nights and graduation celebrations, at the discretion of the principal, superintendent or designee. However, the recording must respect the privacy of other students and families present.

### **Recording by District Employees and Agents**

District employees and agents may make and use audio or visual recordings for professional staff development use, for educational purposes or for other purposes related to furthering the educational mission of the district when authorized by the principal, superintendent or designee. Otherwise, recording is prohibited. Recordings obtained while acting as a district employee or agent may not be used for personal purposes or posted on social media unless authorized by a supervisor.

## **Recording Meetings**

In general, the district prohibits the recording of employee meetings and meetings between employees and parents/guardians unless authorized by the superintendent or designee.

### **Recording Meetings under the IDEA or Section 504**

A student's parent or legal guardian may audio record any meeting about the student held under the Individuals with Disabilities Education Act (IDEA) or Section 504 of the Rehabilitation Act of 1973, including individualized education program (IEP) and Section 504 meetings. The parent or legal guardian seeking to record must notify the district at least 24 hours prior to the time the meeting is scheduled to occur. Recordings made by the parent/guardian will remain the property of the parent/guardian, but the district may make its own recording. Everyone present during a recorded meeting must be notified that the meeting is being recorded unless the recording is done in such a manner that it is obvious to those present that the meeting is being recorded.

### **Undisclosed Recording or Transmitting**

The district prohibits undisclosed recordings where persons involved do not consent to the recording and it is not otherwise obvious that recording equipment is present or being used, unless the superintendent or designee determines in rare circumstances that such recordings are necessary for security reasons. The district prohibits the simultaneous electronic transmission of any conversation by any person to a third party without the consent of all involved in the conversation even if the conversation is not recorded.

### **Use of Unmanned Aircraft Systems**

Anyone seeking to operate unmanned aircraft systems (UAS) on or over district property or at a district event must receive authorization from the superintendent or designee. Authorization will be granted only when such operation is on behalf of the district, supports the mission of the district or otherwise serves a public purpose.

All UAS with the potential to capture or produce visual images of district property or district events must be operated in accordance with applicable Federal Aviation Administration regulations or safety guidelines.

## **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

### **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 (55) cents per mile. Meal expenses for a day trip that does not require an overnight stay are limited to \$15.00 for the day. Meal expenses for a trip that requires an overnight stay are limited to \$30 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.



**Use of Personal Vehicles for School Use (EEA-AP(1))**

Section 304.060, RSMo., authorizes vehicles other than approved school buses to be used for transportation of students subject to regulations adopted by the State Board of Education. The district, its officers and employees, volunteers, and every person employed under contract by a school district shall be subject to these regulations. All contracts executed for transporting children in school buses on behalf of the district shall include a reference to these regulations.

This procedure does not apply to private carpooling arrangements or persons transporting their own children unless parents/guardians are transporting students in accordance with an agreement with the district to provide student transportation on the district's behalf.

**Requirements for Transportation of Students in Vehicles Designed for Transporting More Than Ten Passengers Including the Driver**

Vehicles designed to carry more than ten passengers, including the driver, that are used to transport students to or from school or to transport students to or from any place for educational purposes or school purposes shall meet state and federal specification and safety standards applicable to school buses. Contract common carriers meeting federal Department of Transportation standards may be used for field trips as outlined later in this procedure.

**Requirements for Transportation of Students in Vehicles Designed for Transporting Ten Passengers or Fewer, Including the Driver**

1. The number of passengers, including students and driver, that may be transported at any one time shall be limited to the number the manufacturer suggests as appropriate for that vehicle in accordance with § 304.060, RSMo., or if not posted in the vehicle, then limited to the number of seat belts in the vehicle.
2. The driver and each passenger shall be properly secured with the appropriate seat restraint at all times while the vehicle is in motion.
3. Motor vehicles designed for enclosed passenger transportation may be used subject to board approval.
4. Motor vehicles shall be licensed according to law and shall display a current state safety inspection sticker.
5. The driver of a district-owned or district-contracted vehicle shall have a valid Missouri operator's license for the motor vehicle operated.
6. The driver of a privately owned vehicle transporting students to and from school or school-related events on the school district's behalf shall have a valid Missouri operator's license for the vehicle operated.
7. Motor vehicles shall have liability insurance coverage in accordance with law. The transportation contracts with private firms or individuals may establish the minimum policy limits the private firm or individual must have in force.

**Requirements for Transportation of Students in Authorized Common Carriers**

1. Authorized common carriers shall be used only to transport students to and from field trips or other special trips for educational purposes and shall not be used to transport students to and from school. Authorized common carriers, as used in this procedure, are over-the-road, intercity-type coaches equipped with reclining seats and air conditioning. Authorized common carriers must also hold authority from the Missouri Department of Transportation Motor Carrier Services or the Federal Motor Carrier Safety Administration.
2. There shall be a written contract between the district and the individual or firm providing the vehicle.
3. All contracts with authorized common carriers shall include:
  - Proof of liability insurance in the amount of five million dollars per accident.
  - Proof of safety inspections and compliance with applicable Federal Motor Carrier Safety Regulations.
1. The driver of an authorized common carrier shall hold a valid Missouri commercial driver's license or a similar license valid in any other state and shall comply with all applicable driver qualifications of the Federal Motor Carrier Safety Regulations.

#### **Inclement Weather**

All full-time classified employees will work on inclement weather or “snow days.” Work missed due to bad weather may be deducted from vacation time. Arrangement of work schedule and vacations is to be determined by the supervisor and the individual employee. The superintendent must approve any exception to this. If a “make-up” day occurs on a district designated holiday, those employees who were required to work regardless of weather conditions may be requested to work on that “make-up” day and if they choose to work, they will be compensated.

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

#### **Loss of Personal Property**

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

#### **Personal Legal Liability**

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

#### **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.

#### **Purchases Involving Federal Funds**

In addition to the requirements of this policy, the provisions of policy DJFA and related procedures must be followed when federal funds are used.

## Definitions

*Business with Which an Employee Is Associated* – For the purposes of this policy, a business with which an employee is associated means:

1. A sole proprietorship owned by the employee, his or her spouse, or any dependent children in the person's custody.
2. A partnership or joint venture in which the employee or spouse is a partner, other than as a limited partner of a limited partnership, and any corporation or limited partnership in which the employee is an officer or director or of which the employee or his or her spouse or dependent children in the employee's custody, whether singularly or collectively, own more than ten percent of the outstanding shares of any class of stock or partnership units.
3. Any trust in which the employee is the settlor or trustee, or in which the employee, spouse or dependent children, singularly or collectively, are beneficiaries or holders of a reversionary interest of ten percent or more of the corpus of the trust.

*Special Monetary Benefit* – Being materially affected in a substantially different manner or degree than the manner or degree in which the public in general will be affected or, if the matter affects only a special class of persons, then affected in a substantially different manner or degree than the manner or degree in which such class will be affected.

### **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.

### **Financial Disclosure**

The superintendent, chief purchasing officer and general counsel, if employed full-time by the district, will file an annual disclosure statement with the Missouri Ethics Commission in accordance with law and Board policy BBFA.

### **School Buildings**

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

### **Keys**

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

### **Copyrighted Materials (EGAA)**

The Hamilton R-II School District will abide by the provisions of current copyright and intellectual property laws.

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

The superintendent or designee will monitor district compliance. The district will provide all employees with details about "fair use" for instructional use for in-person and virtual education settings and other relevant information regarding copyright law. The district will post a summary of these standards or otherwise make them easily available at each machine used for making copies and in conjunction with instructional technology resources provided to staff and students.

The board does not sanction or condone illegal duplication, reproduction, or distribution of copyrighted material in any form. All district staff are required to notify the superintendent or designee of any potential violation of law or policy. Once notified of a violation, the superintendent or designee will take reasonable steps to remedy the violation. Employees who violate this policy may be disciplined or terminated. Students who violate this policy may be disciplined. All persons who use district resources in violation of law may be prohibited from using district resources in the future and will assume liability for their actions. The district may also seek other legal remedies.

### **Copyright Infringement Using District Technology**

All persons are prohibited from using district technology in violation of any law, including copyright law. Only appropriately licensed programs or software, or material otherwise permitted by limited instructional use authorizations under copyright law, may be used with district technology. Further, no person will use the district's technology to post, publicize, or duplicate information in violation of copyright law. The board directs the superintendent or designee to take all reasonable measures to prevent district technology misuse that violates law. All persons using district technology in violation of law may lose their user privileges in addition to other sanctions.

**Lunchroom Charges (EF)**

Unless meals are provided at no charge, the district expects students and employees to pay for meals prior to or at the time of receipt. The ability to charge meals is a privilege, not a right, and is subject to the limitations established in administrative procedures.

**Rest Periods**

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

**Summer Hours**

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

**Safety Criteria for Custodians & Maintenance Personnel**

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