

**Republic R-III  
School District  
518 North Hampton  
Republic, MO 65738  
(417) 732-3605**

**Employee Manual**

**2021-2022**

Adopted by the Board of Education on October 21, 2021



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## **District Information**

Welcome Fellow Teammates,

The 2020-2021 school year is here and we are all very excited! Who could have predicted the circumstances associated with the COVID-19 virus? Last spring we were reminded that the things we love can be quickly taken away from us. We are looking forward to getting back into the routines of school and activities as the 2020-2021 school year gets started.

One thing is for sure, we are excited that each of you are part of the Republic School District team! As a team, we want to continue to develop a 'world class' culture which seeks to take care of students and teammates first and foremost. Each person on the REPMO team is important and has a leadership role in helping our students and staff succeed each and every day.

From a fellow teammate, I would like to thank each of you for giving of your time to ultimately help the children of Republic succeed and grow into caring young adults upon graduation. Have a great school year and we look forward to seeing each of you soon.

#Go Tigers

Dr. Matt Pearce

Team Leader of the Republic School District

### *Mission of District:*

The mission of the Republic R-III School District is: Preparing Each Student for a Successful Future.

### *Board of Education:*

Todd Wojciechowski, Board President  
Travis Edwards, Board Vice-President  
Rusty Swift, Board Treasurer  
Tammy Messier, Board Member  
Anne Buchanan, Board Member  
Denny Lawson, Board Member  
John Parker, Board Member

### *District Administration:*

Dr. Matt Pearce, Superintendent of Schools  
(417) 732-3605  
[Matt.Pearce@republicschools.org](mailto:Matt.Pearce@republicschools.org)

Tyler Overstreet, Assistant Superintendent of Academic Services  
(417) 732-3605  
[Tyler.Overstreet@republicschools.org](mailto:Tyler.Overstreet@republicschools.org)  
Compliance Officer

Jason Perkins, Executive Director of Operations  
(417) 732-3605  
[Jason.Perkins@republicschools.org](mailto:Jason.Perkins@republicschools.org)  
Alternate Compliance Officer

Meredith Morris, Director of Special Education  
(417) 735-3715  
[Meredith.Morris@republicschools.org](mailto:Meredith.Morris@republicschools.org)

Beth Trogdon, Director of Federal Programs and Student Support Services  
(417) 735-3715  
[Beth.Trogdon@republicschools.org](mailto:Beth.Trogdon@republicschools.org)  
District liaison for students who are homeless, migrant, or in foster care

*Early Childhood Center*  
(417) 735-3736  
Misty Kinsey, Director of Early Childhood  
[Misty.Kinsey@republicschools.org](mailto:Misty.Kinsey@republicschools.org)

*Lyon Elementary*  
(417) 732-3630  
Casey Mitchell, Principal, [Casey.Mitchell@republicschools.org](mailto:Casey.Mitchell@republicschools.org)  
Leanne Gove, Assistant Principal, [Leanne.Gove@republicschools.org](mailto:Leanne.Gove@republicschools.org)

*McCulloch Elementary*  
(417) 732-3620  
Kevin Creighton, Principal, [Kevin.Creighton@republicschools.org](mailto:Kevin.Creighton@republicschools.org)  
Camie Lyons, Assistant Principal, [Camie.Lyons@republicschools.org](mailto:Camie.Lyons@republicschools.org)

*Price Elementary*  
(417) 732-3690  
Allan Brown, Principal, [Allan.Brown@republicschools.org](mailto:Allan.Brown@republicschools.org)  
Erin Wayt, Assistant Principal, [Erin.Wayt@republicschools.org](mailto:Erin.Wayt@republicschools.org)

*Schofield Elementary*  
(417) 732-3610  
Markie Bravestone, Principal, [Markie.Bravestone@republicschools.org](mailto:Markie.Bravestone@republicschools.org)  
Katie Zeller, Assistant Principal, [Katie.Zeller@republicschools.org](mailto:Katie.Zeller@republicschools.org)

*Sweeny Elementary*  
(417) 732-3670  
Beth Engelhart, Principal, [Beth.Engelhart@republicschools.org](mailto:Beth.Engelhart@republicschools.org)  
Chris Lockmiller, Assistant Principal, [Chris.Lockmiller@republicschools.org](mailto:Chris.Lockmiller@republicschools.org)

*Republic Middle School*

(417) 732- 3640

Allison Dishman, Principal, [Allison.Dishman@republicschools.org](mailto:Allison.Dishman@republicschools.org)  
Curt White, Assistant Principal (A-E), [Curt.White@republicschools.org](mailto:Curt.White@republicschools.org)  
Michael Wright, Assistant Principal (F-O), [Michael.Wright@republicschools.org](mailto:Michael.Wright@republicschools.org)  
Tonia Herbold, Assistant Principal (P-Z), [Tonia.Herbold@republicschools.org](mailto:Tonia.Herbold@republicschools.org)

*Republic High School*

(417) 732-3650

John Thompson, Principal, [John.Thompson@republicschools.org](mailto:John.Thompson@republicschools.org)  
Shayna Peery, Assistant Principal (A-F), [Shayna.Peery@republicschools.org](mailto:Shayna.Peery@republicschools.org)  
Chris Grauf, Assistant Principal (G-O), [Chris.Grauf@republicschools.org](mailto:Chris.Grauf@republicschools.org)  
Eric Stephens, Assistant Principal (P-Z), [Eric.Stephens@republicschools.org](mailto:Eric.Stephens@republicschools.org)  
Trevyor Fisher, Athletic Director, [Trevyor.Fisher@republicschools.org](mailto:Trevyor.Fisher@republicschools.org)

*Media Releases:*

Dr. Matt Pearce, Superintendent of Schools  
(417) 732-3605  
[Matt.Pearce@republicschools.org](mailto:Matt.Pearce@republicschools.org)

Josey McPhail, Director of Communications  
417-732-3605  
[Josey.McPhail@republicschools.org](mailto:Josey.McPhail@republicschools.org)

*Building Schedules:*

**Early Childhood Center**

Morning Sessions: 8:25 – 11:25 a.m. Students who need an early pick up must be picked up by 11:00 a.m.

Preschool Afternoon Sessions: 12:15 – 3:25 p.m. Students who need an early pick up must be picked up by 3:00 p.m.

ECSE Afternoon Sessions: 12:25 – 3:25 p.m. Students who need an early pick up must be picked up by 3:00 p.m.

Full Day Preschool 8:10 am – 3:25 p.m.

\*\*\*Note early out Fridays for Full-Day Session

**All Elementary Schools**

Drop Off: 8:10 a.m.

Start Time: 8:30 a.m.

Dismissal Time: 3:30 p.m.

*Weekly Fridays Release*

	Normal Day	Early Release Day
Schedule	8:30 a.m. – 3:30 p.m.	8:30 a.m. – 2:30 p.m.
Collaboration Time		2:55 p.m. – 3:55 p.m.

**Middle School**

*Bell Schedule (M & F)*

1<sup>st</sup> hour: 7:40 – 8:33  
 2<sup>nd</sup> hour: 8:38 – 9:28  
 3<sup>rd</sup> hour: 9:33 – 10:23  
 4<sup>th</sup> hour: 10:28 – 11:18

<i>6<sup>th</sup></i>	<i>7<sup>th</sup></i>	<i>8<sup>th</sup></i>
Lunch: 11:18 – 11:43	5 <sup>th</sup> hour: 11:23 – 11:46	5 <sup>th</sup> hour: 11:23 – 12:18
5 <sup>th</sup> hour: 11:50 – 12:45	Lunch: 11:46 – 12:11	Lunch: 12:18 – 12:43

6<sup>th</sup> hour: 12:50 – 1:40  
 LEAD: 1:45 – 2:40 (Not on Friday)

*Bell Schedule (T-TH)*

1<sup>st</sup> hour: 7:40 – 8:37  
 2<sup>nd</sup> hour: 8:42 – 9:36  
 3<sup>rd</sup> hour: 9:41 – 10:35

<i>6<sup>th</sup></i>	<i>7<sup>th</sup></i>	<i>8<sup>th</sup></i>
Lunch: 10:35 – 11:00	4 <sup>th</sup> hour: 10:40 – 11:07	4 <sup>th</sup> hour: 10:40 – 11:40
4 <sup>th</sup> hour: 11:07 – 12:07	Lunch: 11:07 – 11:32	Lunch: 11:40 – 12:05
	4 <sup>th</sup> hour: 11:39 – 12:07	

5<sup>th</sup> hour: 12:12 – 1:06  
 6<sup>th</sup> hour: 1:11 – 2:05  
 RTI: 2:10 – 2:40

The building is opened at 6:50 a.m. Any student or group in the building after 2:45 p.m. must be supervised by a teacher or coach. Students who arrive before 7:33 a.m. are to report to the cafeteria, large gym (7<sup>th</sup>/8<sup>th</sup> Graders), or small gym (6<sup>th</sup> Graders). All students arriving to school before school hours are to remain in the building – students



are **NOT** allowed to walk to McDonald's, Price Cutter/Starbucks, Walmart, etc. before school.

## High School

<b>RHS 2020-2021 Bell Schedule</b>		
	<b>W.I.N.Time Day (Monday - Thursday)</b>	<b>Early Release Day (Friday)</b>
<b>Warning Bell</b>	7:25	7:25
<b>1st Hour</b>	7:30-8:18	7:30-8:15
<b>2nd Hour</b>	8:23-9:11	8:20-9:05
<b>3rd Hour</b>	9:16-10:04	9:10-9:55
<b>W.I.N. Time (4<sup>th</sup> Hour)</b>	10:09-10:33	
<b>5th Hour</b>	10:38-11:26	10:00-10:45
<b>6th Hour</b>	<b>A Lunch</b>	<b>A Lunch</b>
	11:26-11:50 Lunch	10:45-11:07 Lunch
	11:53-12:44 Class	11:10-11:57 Class
	<b>B Lunch</b>	<b>B Lunch</b>
	11:31-11:53 Class	10:50-11:10 Class
	11:53-12:17 Lunch	11:10-11:32 Lunch
	12:20-12:44 Class	11:35-11:57 Class
	<b>C Lunch</b>	<b>C Lunch</b>
	11:31-12:20 Class	10:50-11:35 Class
	12:20-12:44 Lunch	11:35-11:57 Lunch
<b>7th Hour</b>	12:49-1:37	12:02-12:44
<b>8th Hour</b>	1:42-2:30	12:49-1:30

<b>"Lead the Way" - Assembly Schedule</b>	
<b>Warning Bell</b>	7:25
<b>1st Hour</b>	7:30-8:15
<b>2nd Hour</b>	8:20-9:05
<b>3rd Hour</b>	9:10-9:55
<b>4th Hour (Assembly)</b>	10:00-10:45
<b>5th Hour</b>	10:50-11:35
<b>6th Hour</b>	<p><b>A. Lunch</b> 11:35-11:57 Lunch 12:00-12:50 Class</p> <p><b>B. Lunch</b> 11:40-12:00 Class 12:00-12:22 Lunch 12:25-12:50 Class</p> <p><b>C. Lunch</b> 11:40-12:25 Class 12:28-12:50 Lunch</p>
<b>7th Hour</b>	12:55-1:40
<b>8th Hour</b>	1:45-2:30

*Academic Calendar I-100-E*

The District's Academic Calendar approved by the Board of Education is [available here](#).

*Notice of Non-Discrimination: Equal Opportunity and Prohibition against Discrimination, Harassment and Retaliation C-130-E*

The District is committed to providing equal opportunity in all areas of admission, recruiting, hiring, employment, retention, promotion, contracted services, and access to programs, services, activities, and facilities. The District strictly prohibits any unlawful discrimination or harassment against any person because of race, color, religion, disability, age, sex, gender, national origin, or any other characteristic protected by law. The District also prohibits retaliatory action, harassment, or discrimination against individuals who make complaints of, report, or otherwise participate in the investigation of any such unlawful discrimination, harassment, or retaliation. The District is an equal opportunity employer.

Anyone who believes that they have been discriminated, harassed, and/or retaliated against in violation of this policy should report the alleged discrimination, harassment and/or retaliation to the District's Compliance Officer, unless the Compliance Officer is unavailable or the subject of the report. In that case, the report should be made directly to the alternative Compliance Officer. The District designates the following individual to act as the District's Compliance Officer:

Title: Assistant Superintendent of Academic Services  
Phone #: (417) 732-3605

In the event the District's Compliance Officer is unavailable or is the subject of a report that would otherwise be made to the Compliance Officer, reports should instead be directed to the alternative Compliance Officer:

Title: Executive Director of Operations  
Phone #: (417) 732-3605

All employees, students, and visitors who have witnessed any incident or behavior that could constitute discrimination, harassment, or retaliation under this policy must immediately report such incident or behavior to the District's Compliance Officer for investigation.

All complaints of violation of this policy will be promptly investigated by the District, and appropriate steps will be taken.

*Title IX C-131-P*

The District does not discriminate on the basis of sex in the education program or activity that it operates and is required by Title IX not to discriminate in such a manner. The requirement not to discriminate in the education program or activity extends to admissions and employment. Inquiries about the application of Title IX to the District

may be referred to the Title IX Coordinator or Assistant Secretary for Civil Rights of the Department of Education, or both.

The District designates the following individual to serve as the District's Title IX Coordinator:

Name:	Tyler Overstreet, Assistant Superintendent
Address:	518 N. Hampton Ave., Republic, MO 65738
Email Address:	<a href="mailto:tyler.overstreet@republicschools.org">tyler.overstreet@republicschools.org</a>
Phone #:	(417) 732-3605

Any person may report sex discrimination, including sexual harassment (whether or not the person reporting is the person alleged to be the victim of conduct that could constitute sex discrimination or sexual harassment), in person, by mail, by telephone, or by electronic mail, using the contact information listed for the Title IX Coordinator, or by any other means that results in the Title IX Coordinator receiving the person's verbal or written report. Such a report may be made at any time (including during non-business hours) by using the telephone number or electronic mail address, or by mail to the office address, listed for the Title IX Coordinator.

All employees, students, and visitors who have witnessed, heard about, or received a report about any incident or behavior that could constitute sexual harassment under this policy must immediately report such incident or behavior to the District's Title IX Coordinator for investigation. If the allegations are against the District's Title IX Coordinator, it must be immediately reported to the Superintendent, unless the Superintendent is also the Title IX Coordinator, then to the President of the Board of Education.

All complaints of violation of this policy will be promptly investigated by the District, and appropriate action will be taken.

### **Public Notice**

The Superintendent or designee will publicize this policy and will disseminate information about this policy to employees, parents/guardians, students, newly-enrolled students, newly-hired employees, and all unions or professional organizations holding collective bargaining or professional agreements with the District.

### **Employee Information**

#### *Hiring Procedures for Current Employees E-105-E*

Current employees who are qualified for an open position may apply for advertised positions. The Superintendent has the authority to assign a current staff member to an open position, subject to any required approval by the Board. If such an assignment is to a newly created position, the Board must approve the reassignment. If such an assignment results in an increase in compensation and/or requires the execution of a new contract of employment, the Board must approve such the reassignment.

### Employment of Retirees

Individuals who are retirees 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 may be employed by the District in accordance with the laws and regulations governing the hiring of retirees.

The District will not reach a formal or informal agreement, written or unwritten, to employ an individual post-retirement, until after the individual has received his or her first payment of retirement benefits.

The Superintendent or designee will maintain documentation regarding the amount of time worked by a retiree in the District and retirees hired by the District are required to maintain documentation of any work for any other public school system other than the District and provide those records to the District on the basis directed by the Superintendent or designee, to ensure compliance with regulations regarding hours worked by retirees.

### Public Service Loan Forgiveness Information

If you are a teacher, you may be eligible for certain public service loan forgiveness programs offered by the federal government. For the most up-to-date information regarding such programs, please go to:

<https://studentaid.ed.gov/sa/repay-loans/forgiveness-cancellation/teacher>

### Criminal Background Checks

Prior to employment of any individual authorized to have contact with students, the District must obtain a criminal background check that is satisfactory. Whether a background check is satisfactory is in the sole discretion of the Superintendent or designee. A criminal background check may include, but is not limited to:

- Federal Bureau of Investigation criminal history files
- Missouri State Highway Patrol criminal history database
- Missouri State Highway Patrol sexual offender registry
- Family Care Safety Registry or the central registry of child abuse and neglect of the Children's Division of the Department of Social Services
- Missouri Case.net
- Other databases required by the law or by the District

Staff members may be required to submit to additional background checks, rerun background checks, or participate in state or federal RAP back programs at District expense. The District may update criminal background checks as often as the Superintendent determines.

### Volunteer Background Checks:

All individuals who volunteer in a district position where they may periodically be left alone with students or who will have access to student records must complete a criminal background check. Further, volunteers who chaperone students on overnight trips or who serve as sponsors, advisors, or coaches for district-sponsored activities will be required to complete a criminal background check.

A volunteer will not be required to complete a background check if they have had a background check conducted by another Missouri public school within the last year and the current district receives a copy of the background check from the previous district or is able to obtain electronic access to the previous background check.

The superintendent or designee may also require other volunteers to undergo a background check, or the district may conduct a search of the MSHP's criminal history database and the FDSR or the CD's central registry of child abuse.

### *Compliance with the Fair Labor Standards Act E-110-E*

The Superintendent or designee shall make a determination regarding whether a staff member is exempt or nonexempt under the Fair Labor Standards Act (FLSA).

Overtime: Overtime hours are the actual hours worked in excess of 40 hours in a workweek. Exempt employees are not eligible for overtime compensation or compensatory time. Nonexempt employees shall not work overtime without the express prior approval of a supervisor designated by the Superintendent to approve overtime.

Compensatory Time: The working of overtime and/or the use of compensatory time MUST be approved by the supervisor in advance. Time off shall be awarded to non-exempt employees at the rate of one and one-half times the number of actual hours worked in excess of 40 hours in a workweek.

The following classifications of employees may be provided compensatory time in lieu of overtime: non-exempt employees.

Compensatory time may be accrued up to 240 hours (160 OT hours). Overtime worked beyond this maximum accrual will be monetarily compensated at the rate of one and one-half times the individual's rate of pay. All accrued comp time not used will be paid out annually in June.

The District may require that an employee use accrued compensatory time. The District will approve the use of compensatory time within a reasonable period of time after the request has been made to an employee's supervisor unless the use of compensatory time would impose an unreasonable burden on the District's ability to conduct District operations. In such a case, the use of compensatory time may be postponed by the District.

Upon leaving the District, an employee will be paid for any unused compensatory time at a rate not less than the average regular rate received by such employee during the last

three (3) years of the employee's employment, or the final regular rate received by such employee, whichever is higher.

Workweek: A workweek is a period of 168 hours during seven (7) consecutive 24-hour periods. The workweek shall begin on Sunday at 12:00 a.m.

Timekeeping: All non-exempt employees are required to accurately complete a daily time record showing actual hours worked. All district employees in FLSA non-exempt positions must record all hours worked on each day using the approved district time clocks. Non-exempt employees working more than one job within the district should document their time on separate time logs specific to each position. The total number of hours reported in the time clock should be calculated to the closest quarter-hour.

#### Breaks for Nursing Mothers

The District will provide a reasonable break time for employees to express milk for her nursing child for one year after the child's birth. The District will provide a location, other than a bathroom, that is shielded from view and free from intrusion of coworkers and the public. Certified staff members need to meet with their building principals to develop a schedule.

#### Compensation of Employees

- Teachers: Teachers will be compensated according to a salary schedule applicable to all teachers of the District in accordance with the law. Certified teachers will be placed on the salary schedule according to their years of experience and education level when they begin employment. The District may recognize similar, previous experience of an employee when placing that employee on the salary schedule. The Board delegates to the superintendent or designee the authority to set guidelines on which previous experiences qualify. In addition, the District may recognize military service or work experience that the District considers beneficial to the position. It is the employee's responsibility to fully apprise the District of his or her relevant background when first being employed in the position. Once the employee is initially placed on the salary schedule, the District is under no obligation to review the placement.

Generally, a teacher may not advance more than one step vertically and one column horizontally each year. Any graduate hours that a teacher wishes to have applied to the salary schedule must be transcribed by the university or college and turned into the District by August 20<sup>th</sup>. Teachers will advance one year on the schedule for each year they complete with the District unless the Board takes action to freeze the schedule prior to July 1.

- Professional Non-Certified Staff Members: Non-certified professional staff members may be compensated according to a salary schedule developed by the Superintendent and adopted by the Board or may be compensated with amounts approved individually by the Board and set forth in individual letters of assignment or contracts of employment.

- Support Staff: Support staff members may be compensated according to a wage schedule developed by the Superintendent and adopted by the Board or may be compensated with amounts approved individually by the Board and set forth in individual letters of assignment. Individuals will be placed on the salary schedule when they begin employment based on education and experience within that general employment category. They will advance one year on the schedule for each year they complete with the District unless the Board takes action to freeze the schedule.

The salary schedules approved by the Board of Education can be accessed on the [District's website](#).

Extra Duty Assignment Compensation: Staff members who provide extra duties may be compensated according to a wage schedule for such duties developed by the Superintendent and adopted by the Board or may be compensated with amounts approved individually by the Board and set forth in individual letters of assignment. Any salary/wage schedule adopted by the Board may be modified in accordance with the law and in accordance with any applicable employment contracts and/or collective bargaining agreements. The Board may elect to freeze the operation of some or all salary/wage schedules.

Employees who are under contracts of employment shall not receive compensation in excess of the amount set forth in the contract of employment for the contract year unless the employee assumes additional or extra duties beyond the duties contemplated by the contract of employment.

Employees and prospective employees of the District are responsible for providing the District with sufficient information and documentation regarding past work and educational experience to allow the District to ascertain appropriate placement on any applicable salary/wage schedule and/or to determine appropriate compensation for duties and/or extra duty assignments. The District is not required to review or change placement on any salary or wage schedule after an employee's placement has been determined.

Employees may be subject to disciplinary action for providing information that leads to improper placement on a salary or wage schedule, improper assignment of compensation based on education or experience or other relevant factors, or for inaccurately reporting time worked according to the District's timekeeping method/s.

**Pay Periods:** Payroll is distributed on the 25<sup>th</sup> of each month. If the 25<sup>th</sup> falls on a weekend or holiday, payday will be the last workday prior to the 25<sup>th</sup>.

**Pay Checks:** All employees will be paid on a monthly basis. Direct deposit is required for employees by the district instead of the traditional issuing of paper payroll checks. Contact the Human Resource Office to arrange for direct deposit. Employees will no longer receive a paper verification of their payroll information; however, they may log



into the HR portal for information about deductions, withholdings, and benefit status each month.

**Payroll Deductions:** Tax deferral options for additional retirement plans and supplemental insurance premiums are available. Contact the Human Resource Office with questions.

**Voluntary Deductions:** The District may authorize voluntary payroll deductions from compensation earned by employees if ten (10) or more employees so request. The employee must authorize all voluntary deductions in writing. In addition to the deduction of amounts authorized by the employee, the District may deduct the administrative cost of compliance. The amount deducted will be remitted to the organization, company or association authorized by the employee.

**Involuntary Deductions:** The District may make deductions when an employee owes the District money and the deduction does not otherwise violate the law. The District may make deductions from an employee's pay for unauthorized absences. The District will also make deductions when presented a garnishment, wage attachment or other legal order. The District may deduct amounts owed to the District by the employee for unpaid meal accounts for the employee or the employee's child/ren, and for payment of other District-related accounts such as STRIPES 360, Summer Safari, and other possible charges.

The District may charge an administrative fee for processing such deductions when allowed by law.

Salary deductions for exempt employees shall be computed by dividing the salary, excluding extra-duty pay, by the number of days in the contract period. Deductions for non-exempt employees shall be based upon the hourly rate of the individual employee.

All District employees are responsible for ensuring compensation received from the District is correct according to their contracts/letters of assignment and, for non-salaried staff members, according to their timesheets and time actually worked. Employees must notify the District of any discrepancy in compensation within 30 days of receipt.

The District may deduct any overpayment made to an employee as permitted by law, even if an employee fails to report such overpayment.

**Improper Deductions:** Employees who believe that pay deductions have been improperly made should immediately report the concern to the Superintendent or designee.

#### **Extra Duties Generally**

Employees may be assigned to perform reasonable duties in addition to their regularly assigned job duties if the Superintendent or supervisor determines that the needs of the District so require to adequately serve the needs of the students of the District. Whether

compensation for these duties, including overtime compensation, is appropriate will be determined by the Superintendent and approved by the Board in accordance with policy and the law.

Extra Duty Positions: Extra duty positions (such as coaching positions, club sponsor positions, etc.) may be created by the Board and employees may be hired for such positions by the Board upon the recommendation of the Superintendent. Extra duty positions are at-will positions and will be compensated at the rate set by the Board of Education and in compliance with the Fair Labor Standards Act (FLSA), if applicable. Extra duty positions are not subject to the provisions of the Teacher Tenure Act.

Extra Duty Assignments: Upon approval of candidates by a majority of the whole Board, the Superintendent may engage interested employees to perform occasional extra duty assignments such as concession stand, timekeeping, ticket booth, and other such occasional assignments.

#### *Employee Leave and Absences E-115-E*

The District requires that employees have consistent attendance in order to achieve the best outcome for District students and to ensure all District operations run smoothly. The District provides leave to employees, as more specifically outlined below, in order to provide security for employees who need time off for reasons approved herein. Attendance is an essential duty of every employee's position in the District, and excessive or improper absences and/or tardiness create a hardship on the District, its students, and staff. Staff members who are ill should take provided leave in order to ensure the overall health and wellness of the school community.

Absences and Tardiness: Absences and tardiness may be considered excessive or improper under conditions such as, but not limited to the following:

- The absence or tardiness results in an employee exceeding the number of leave days allotted to him/her;
- An employee's absences exceed 5 days within a 30-day period, 10 days within a 120-day period, or 20 days within a 180-day period, or creates a hardship on the District;
- An employee's tardiness exceeds 5 days within a 30-day period, 10 days within a 120-day period, or 20 days within a 180-day period, or creates a hardship on the District;
- The absence/tardiness was not requested by the employee and/or was not approved by the appropriate supervisor, which includes a "no-call-no-show" situation;
- The employee provides incomplete or inaccurate information regarding the reason for the need for leave or tardiness, or fails to respond completely or appropriately when directed to provide supporting documentation;
- The employee is absent from work, fails to contact his or her supervisor, and fails to adequately respond to the District's attempts to contact the employee. Under these circumstances, the District will consider this a resignation by the employee.

Employees who receive vacation time will not have their approved vacation leave absences accounted in the above maximum. The District is entitled to dock an employee's compensation in the event that absences or tardiness are excessive or improper.

Procuring a Substitute Teacher: Punctuality and attendance are a crucial part of the staff's responsibility as each position directly affects the learning environment. If you are unable to report to work on one of your scheduled days, it is your responsibility to notify Penmac as soon as possible so appropriate measures can be taken to cover your position.

Employee Leave: The following leaves will be provided to staff members, unless a contract for employment specifies other leave benefits, in which case the language in the contract of employment shall control. Regular part-time staff members shall receive leave benefits listed below on a pro-rata basis. Temporary or substitute staff members are not entitled to leave benefits unless specified at the time of employment or as required by law.

Employees who are members of the retirement system shall remain members during applicable periods of leave provided by District policy and under the law and shall receive creditable service in accordance with the law.

*Sick Leave:* Sick days are earned one sick day per month for each month worked.

- *Full-Time employees:* 12 month contract/letter of intent = 12 days sick leave
  - 11 month contract/letter of intent = 11 days sick leave
  - 10 month contract/letter of intent = 10 days sick leave
  - 9 month contract/letter of intent = 8 days sick leave
- *Part-Time employees:* 12 month (6 hrs) contract/letter of intent = 12 days (at 6 hrs)
  - 12 month (4 hrs) contract/letter of intent = 12 days (at 4 hrs)
  - 9 month (4 hrs) contract/letter of intent = 8 days (at 4 hrs)
  - 9 month (3 hrs) contract/letter of intent = 8 days (at 3 hrs)
- *Double Route Bus Drivers:* 1 day of sick leave allotted per quarter (4 per year)

Certified staff may accumulate sick days up to 90 days maximum. Certified sick leave payoff is \$85.00 per day. Classified staff sick leave payoff is total hours per day times \$9.25 per hour. Support staff may accumulate sick days to 60 days maximum. All days at the end of the school year in excess of the cap will be paid off in June. Upon leaving the District, accumulated sick and personal leave will be paid at the above rates provided staff submit a letter of resignation to the Superintendent no later than June 1 of the current contractual year. No retirement benefits are calculated on sick leave payoff but sick leave payoff is subject to all applicable taxes and other required deductions. Payment for unused sick leave is subject to Board approval.

Absences of more than one hour through four hours shall be counted as a half-day of sick leave. Sick leave may be used for:

- An employee's own illness, injury, or incapacity. (FMLA leave requirements may apply.)
- The illness, injury, or incapacity of an employee's immediate family member. (FMLA leave requirements may apply.)
- Sick leave cannot be applied to the period of leave an employee receives Workers' Compensation benefits for time off due to work-related injuries/illnesses.
- The illness, injury, or incapacity of an individual who is not an employee's immediate family member, upon approval by the employee's immediate supervisor.

*Note:* Retired teachers who are hired as part-time staff with flexible hours do not receive sick days.

*Personal Leave:* Personal leave is provided to employees in order to allow employees to conduct personal business which cannot be conducted on other days off or on a weekend. Personal leave may be applied when sick leave has been exhausted and can also be applied to leave that would otherwise be unpaid, such as FMLA leave. Personal leave must be approved by the employee's direct supervisor, and requests should be made, when possible, at least 48 hours in advance of the date leave is required. Personal leave cannot be applied to the period of leave an employee receives Workers' Compensation benefits for time off due to work-related injuries/illnesses.

Personal leave days may not be granted before or after a holiday, or the first week of school or the last week of school. Employees must fill out the Special Leave Request Form and receive approval before taking personal leave during these times.

Special Leave Request Form link:

<https://drive.google.com/file/d/1RCDaK4uWCo7eoBJWQ-3Xy3mLNRiNIzg7/view?usp=sharing>

- *Professional Staff:* Professional staff earn two personal days per school year. (Exception benefit: Professional staff accumulating 25 sick days at end of a school year will begin to earn three personal days the following school year.) If accumulated sick days fall below the 25 days at the end of a school year, then the employee goes back to the two personal days. Professional staff can accumulate up to three personal days. When the three day cap is reached, the excess days will be converted from personal days to sick leave.
- *Support Staff:* Support staff earn one personal day per school year. Support staff can accumulate up to two personal days. When the two day cap is reached, the excess days will be converted from personal days to sick leave.

- *Part-time Staff and Qualifying Bus Drivers:* Part-time staff earn one personal day per school year (paid at the number of hours per day as listed on contract/letter of intent). Part-time staff can accumulate up to two personal days. When the two day cap is reached, the excess days will be converted from personal days to sick leave.

*Note:* Personal days accumulated and not used are never “lost”. If the personal day(s) exceeds the allowed amount, the exceeded day(s) is deducted from personal and added to sick leave.

*Vacation:* All vacation days for current school year are required to be used by the start of the following school year or will be lost. Vacation days do not accumulate. Vacation days can be used only as earned.

Twelve-month administrative staff earn fifteen vacation days per year. Vacation is awarded each year in July. Twelve-month support staff earn ten vacation days per year. One vacation day is earned per month for the first ten months. Vacation will be awarded each year starting July through April. Twelve-month staff may use a sick day for any purpose as annual leave after being employed two years (per permission of supervisor). Part-time, twelve-month employees do not have the vacation benefit.

Support staff employed on a twelve-month, full-time basis will receive ten days of paid vacation per year for their first ten years of service in the district. After ten complete years of service in the district, twelve-month support staff will receive 15 days of vacation per year.

Requests for vacation time must be submitted to an employee’s immediate supervisor at least three weeks prior to the date of the anticipated vacation and are subject to approval based on the needs of the District and the timing/duration of the requested vacation. Vacation cannot be applied to the period of leave an employee receives Workers’ Compensation benefits for time off due to work-related injuries/illnesses.

*Holidays:* The District may grant paid or unpaid holidays in accordance with the school calendar adopted annually or later modified by the Board of Education. Current holidays include: Memorial Day, Good Friday, Independence Day, Labor Day, Thanksgiving Day and the day after, Christmas Eve, Christmas Day, New Year’s Eve and the day after. If a holiday falls on a weekend, Friday will be the holiday for a day that falls on a Saturday and Monday will be the holiday for a day that falls on a Sunday.

*Professional Leave:* Employees may be provided with leave to attend professional development activities that are approved by an employee’s supervisor.

*Pregnancy, Childbirth, and Adoption Leave:* For employees who are not eligible for FMLA leave, the District may grant up to twelve weeks of leave for the birth, first year care, adoption, or foster care of a child. Employees must provide notification of the need for leave and the requested amount of leave, at least 30 days in advance when possible and practical. An employee may use any combination of accrued leave or unpaid leave during this period of time. Pregnant employees who need more than twelve weeks of paid or unpaid leave for medically-required, pregnancy-related leave, either before or after the birth of a child, must provide certification from a healthcare professional for such leave, which is subject to approval by the District and in accordance with any applicable laws.

This provision does not grant an employee leave which extends beyond a period of contracted employment. This provision does not apply to employees who are eligible for FMLA leave. This provision does not apply to an employee who would be eligible for FMLA leave but has exhausted available FMLA leave for a given 12-month period.

*Other Categories of Leave:* All employees are entitled to certain leaves as required by law, including:

- *Domestic and Sexual Violence Leave:* Employees who are victims of domestic or sexual violence or have a family or household member who are victims of domestic or sexual violence may take unpaid leave from work to address such violence as required by law.
- *Civil Air Patrol Leave:* Employees who are members of the Civil Air Patrol shall be granted unpaid leave in order to perform duties as required by law. The District may request that the employee be exempt from responding to a specific mission.
- *Coast Guard Auxiliary Leave:* Employees who are members of the United States Coast Guard Auxiliary shall be granted unpaid leave in order to perform duties as required by law. The District may request that the employee be exempt from responding to a specific mission.
- *Crime Victim Leave:* An employee shall not be required to use vacation, sick, or personal leave, in order to comply with a subpoena to testify in a criminal proceeding, to attend a criminal proceeding, or to participate in the preparation for a criminal proceeding, when the employee is the crime victim, is a witness to the crime, or has an immediate family member who is the victim of the crime being prosecuted.
- *Election Leave:* The District will not terminate, discipline, threaten or take adverse actions against an employee based on the employee's service as an election judge. An employee who is appointed to serve as an election judge may, on Election Day, be absent from his or her employment for the period of time that the election authority requires the employee to serve as election judge. Employees must notify employers at least seven days prior to an election that they will be absent from work on Election Day due to service as an election judge.

- *Firefighter Leave:* The District will permit employees to use available leave, other than sick leave, or unpaid leave, for time required to respond to an emergency when the employee is performing duties as a volunteer firefighter, as defined under the law. The District requires documentation from the volunteer fire department’s supervisor to support the need for each such absence. Employees who meet the legal definition of “volunteer firefighter” shall not be terminated from employment for joining a volunteer fire department or for absences required for responding to an emergency.
- *Leave to Vote:* Any employee eligible to vote, who does not have three successive hours free from employment with the District while the polls are open will be granted leave for up to three hours while the polls are open to allow an employee to vote if the employee makes the leave request prior to the date of the election. The District may specify the three-hour time period during which the employee is entitled to take leave. The District will not subject the employee to any penalty or discipline, or deduction from salary or wages when a timely request for leave to vote is made.
- *Military Leave:* Employees will be granted military leave pursuant to Missouri state law and the Uniformed Services Employment and Reemployment Rights Act of 1994. Employees who require military leave must provide the District with required documentation in order for the District to process the requested leave.
- *Jury Duty Leave:* Employees are entitled to paid leave for required appearances associated with federal or state jury duties. Upon completion of jury duty, an employee must submit documentation of duty to the Payroll Coordinator. Employees are not required to use leave in order to perform jury duty, and the District will not terminate, discipline, threaten or take adverse actions against an employee on account of the employee's receipt of or response to a jury summons.

*Family and Medical Leave:* The District will provide leave to employees as required under the Family and Medical Leave Act (FMLA) in accordance with federal law, and provide all other types of leave protected by state and/or federal law. It is unlawful for any employer to interfere with, restrain, or deny the exercise of any right provided under FMLA. It is also unlawful for an employer to discharge or discriminate against any individual for opposing any practice, or because of involvement in any proceeding, related to FMLA.

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

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

An eligible employee may qualify for up to 12 workweeks of FMLA leave within a 12-month period for the following reasons:

- The birth of a child or placement of a child with the employee for adoption or foster care, within one year of the birth/placement.
  - Birth and bonding leave must be taken as a continuous block of leave.
- To care for a spouse, son, daughter, or parent who has a serious health condition;
  - "Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves inpatient care or continuing treatment by a health care provider.
- For a serious health condition that makes the employee unable to perform the essential functions of his or her job;
- An employee with a "serious health condition" is "unable to perform the functions of the position" where the health care provider finds that the employee is unable to work at all, or is unable to perform any one of the essential functions of the employee's position. An employee who must be absent from work to receive medical treatment for a serious health condition is considered to be unable to perform the essential functions of the position during the absence for treatment. Employees may be required to present a fitness for duty to return to work.
- Employees may be entitled to qualifying exigency leave under the FMLA arising out of the fact that a spouse, son, daughter, or parent is a military member on covered active duty or call to covered active duty status.
  - Eligible employees may take FMLA leave for a qualifying exigency while the military member is on covered active duty, call to covered active duty status, or has been notified of an impending call or order to covered active duty.
  - Qualifying exigencies may arise when the employee's spouse, son, daughter, or parent who is a member of the Armed Forces (including the National Guard and Reserves) and who is on covered active duty or has been notified of an impending call or order to covered active duty. For purposes of qualifying exigency leave, an employee's son or daughter on covered active duty refers to a child of any age.

The District shall use the following established 12-month period to measure FMLA eligibility: July 1<sup>st</sup> – June 30<sup>th</sup>. Employees must notify the District of the need for leave and the reasons for leave so the District is able to make a FMLA eligibility determination.

If the leave is foreseeable, employees are required to request leave 30 days in advance, by specifying the reasons for leave, the anticipated start date of the leave, and the anticipated duration of the leave. When the need for leave is foreseeable less than 30 days in advance or is unforeseeable, employees must provide notice as soon as possible and practicable under the circumstances. In the case of leave for a qualifying exigency, the employee must give notice of the need for such leave as soon as possible and practical, regardless of how far in advance the leave is needed. A failure by an employee to provide required notice may result in a delay or a denial of FMLA leave.



The District will comply with procedures required under FMLA regarding notification of eligibility, rights, and responsibilities. The District will provide written notice to an employee if leave is designated as FMLA leave based on employment status and the reason for leave. The employee will be provided this notice within five (5) business days of the District receiving sufficient information to make an eligibility determination. If ascertainable, the notice will notify the employee of the time that will be counted against the employee's FMLA leave allotment.

The District may require an employee requesting FMLA leave to submit a timely, complete, and sufficient medical certification to support a request for FMLA leave due to the employee's own serious health condition. If requested, a response is required to obtain or retain the benefit of FMLA protections. Failure to submit a timely, complete, and sufficient certification may result in discipline, up to and including termination of employment or in a denial of an FMLA request. At least 15 calendar days will be provided to the employee to obtain a sufficient and complete certification. Certifications that are incomplete will be required to be updated as permitted by and within the timelines allowed under the law.

The District will apply all appropriate paid leave to an FMLA absence. Upon the exhaustion of applicable paid leave during a period of FMLA leave, the remaining FMLA-qualifying absences will be unpaid. If the employee is absent due to an injury/illness that is designated as a Workers' Compensation related issue that would also qualify as a serious health condition under FMLA, the absence will also be designated as an FMLA absence. The District may designate FMLA leave retroactively. When both spouses are employed by the District, eligible for FMLA leave, and wish to take FMLA leave for the same qualifying event, the leave will be limited to a total of 12 workweeks during a 12-month period between the two spouses for the relevant qualifying event. The total taken by an individual employee will count against the individual employee's 12 workweek availability, should a separate FMLA qualifying event arise during the applicable 12-month period.

FMLA leave may be taken intermittently as required by law.

For eligible instructional employees who require intermittent or reduced schedule leave of more than 20 percent of instructional time, and whose principal function is to teach and instruct students in a class, a small group, or an individual setting, including teachers, athletic coaches, driving instructors, and special education assistants, such as signers for the hearing impaired, the District may require the employee to take leave for a period or periods of a particular duration, not greater than the duration of the planned treatment or transfer temporarily to an available alternative position for which the employee is qualified, which has equivalent pay and benefits and which better accommodates recurring periods of leave than does the employee's regular position. Additionally, if an instructional employee is scheduled to return from FMLA leave near the end of a school term, the District may choose to require the employee to prolong his or her leave until the beginning of the next term, in accordance with the law regarding this option under FMLA. Any leave that the District requires an employee to take between the time the employee is able to return to work and the beginning of the next

term is unpaid, but shall not be charged against the employee's annual FMLA leave entitlement.

During a period of FMLA leave, employees are entitled to continue participation in the District's health plan for the period of protected leave. The District may require the employee to repay the District's share of the premium payment if the employee fails to return to work following the FMLA leave unless the employee does not return because of circumstances that are beyond the employee's control, including a FMLA-qualifying medical condition.

Employees who take FMLA leave may return to the same or an equivalent position with equivalent pay, benefits, and working conditions, upon return from leave as required by law. The District has discretion to determine what assignment is appropriate based on certification, qualifications, and what is in the best interest of students of the District and the consistent operation of the District.

#### *Employee Benefits E-120-E*

Benefits, including various insurance benefits, are offered by the District to qualifying professional and support staff members as part of compensation packages. Employees may receive additional information regarding benefits by requesting it from the Superintendent or designee. The following benefits are fully or partially paid by the District:

1. Health insurance or a group health plan
  - The Republic R-III School District Board of Education provides each employee fully-funded PPO medical insurance through Missouri Educators Trust with a \$1500 deductible. The District also offers employees the option to purchase additional insurance for his/her spouse and dependents and/or the option to "buy-up" to a lower deductible PPO plan.
  - Both PPO options require medical services be obtained from any Mercy or Cox Participating Providers in order for full benefit options to apply, and are subject to calendar year deductibles and co-insurance payments.
  - Enrollment is offered to all eligible new employees (eligibility based on the employee working a minimum of 30 hours per week on a permanent basis and eligible bus drivers). Coverage for new employees is effective the 1<sup>st</sup> day of the month following 30 days of employment. Enrollment for the school insurance is not mandatory. Insurance may be waived. No compensation is offered for waived health insurance. The annual enrollment period for changes, additions, etc. typically occurs during May for a July 1<sup>st</sup> effective date.

Plans for 2020-2021

<b>Plan</b>		<b>Plan</b>		<b>Plan</b>	
<b>\$1,000 80%/20%</b>		<b>\$1,000 60%/40%</b>		<b>\$1,500 60%/40%</b>	
<b>\$25/\$35 OV</b>		<b>\$25/\$40 OV</b>		<b>\$25/\$50 OV</b>	
<b>\$2,000 MOOP</b>		<b>\$3,500 MOOP</b>		<b>\$4,500 MOOP</b>	
<b>\$10/\$30/\$60 RX</b>		<b>\$15/\$35/\$75 RX</b>		<b>\$15/\$35/\$75 RX</b>	
<b>Employee</b>	<b>\$129.12</b>	<b>Employee</b>	<b>\$50.83</b>	<b>Employee</b>	<b>\$0</b>
<b>Emp/Spouse</b>	<b>\$819.93</b>	<b>Emp/Spouse</b>	<b>\$665.62</b>	<b>Emp/Spouse</b>	<b>\$565.44</b>
<b>Emp/Child</b>	<b>\$667.82</b>	<b>Emp/Child</b>	<b>\$530.24</b>	<b>Emp/Child</b>	<b>440.94</b>
<b>Family</b>	<b>\$1332.79</b>	<b>Family</b>	<b>\$1180.17</b>	<b>Family</b>	<b>\$1038.69</b>

- The District will ensure that any health plan offered is compliant with state law regarding the eligibility of individuals who retire from the District and who are eligible to receive benefits from PSRS and/or PEERS. This eligibility shall also extend to qualifying spouses and children. Qualified individuals who elect to enroll post-retirement must pay required premiums and are required to enroll within one year from the date of retirement.
  - The District will comply with the Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA) requirements, and allow for continuing health insurance coverage as required by law. Employees will be provided COBRA notices as required by law. Employees who elect to continue coverage after a qualifying event shall be responsible for the payment of premiums.
2. Supplemental Insurance: Employees of the Republic R-III School District have the opportunity to purchase a variety of supplemental insurances. Vision, dental, and fringe benefits within the American Fidelity Assurance Company are available at the employee's expense and enrollment is optional. Enrollment eligibility for newly hired employees is the 1<sup>st</sup> of the month following 30 days of employment and during the annual enrollment period.
  3. Flex-System or Flexible-Cash Plan: Flex-System is a pre-tax program for out of pocket medical or dependent care expenses. The plan allows an employee to pay out of pocket expenses before any federal or state taxes are taken from each paycheck. The enrollment period is October for a January 1<sup>st</sup> effective date. This agreement must be renewed each year. Please contact Human Resources for more details.
  4. Retirement Benefits (Mandatory): Retirement contributions are withheld from each employee's salary while he/she is employed with the school district. Those contributions, currently 14.5% for certified and 6.86% for non-certified, are matched by the Republic R-III School District and remitted monthly to the Public School Retirement System. Membership is mandatory for employees working on a regular basis at least 17 hours per week for

certified personnel and 20 hours per week for non-certified. An employee is vested with the Public School Retirement System after five years. To obtain further information regarding PSRS and NTRS, employees should refer to [www.psr-peers.org](http://www.psr-peers.org) or call 1-800-392-6848.

5. Employee Assistance Program: Employee Assistance Program provided through Missouri Educators Trust (MET) via Anthem. Available 24/7 365 days per year. Help provided with counseling, legal consultation, financial consultation, ID recovery, dependent care and daily living resources, crisis consultation, etc. Call 800-865-1044 or [anthemEAP.com](http://anthemEAP.com). Code: MET.

### *Employee Health and Safety E-125-E*

The District seeks to provide safe working conditions for all staff members. Staff members are required to comply with all safety guidelines and directives provided by District policy, job descriptions, and as provided by supervisors and administrators of the District. Staff members will be trained on health and safety. Staff members must report all conditions that threaten the health or safety of staff members or students of the District to the administration.

Staff members whose job descriptions set forth certain physical requirements may be required to provide documentation which indicates the ability to perform such duties in accordance with the law. Similarly, the District will make medical inquiries regarding employees in accordance with the law. Drivers of District transportation, whether directly employed by the District or through a contracted service provider, must upon hire and thereafter biennially, file a statement from the medical examiner within the District confirming that the individual meets the physical qualifications to operate District transportation for the purpose of transporting students.

The District will provide reasonable accommodations to employees as required under the Americans with Disabilities Act (ADA) and otherwise comply with other applicable provisions of the ADA.

The District will provide reasonable safety accommodations to employees who are victims of domestic or sexual violence or have a family or household member who is a victim of domestic or sexual violence, as required under Missouri law.

### Workers' Compensation

An employee of the District who is injured, killed or who is exposed to and contracts an occupational disease arising out of and in the course of employment is eligible for compensation in accordance with Missouri Workers' Compensation Law and District policy.

Employees are required to report all workplace injuries immediately to his or her immediate supervisor by submitting a written incident report. Injury reporting forms are located in each building's nurse's office, administrative office, and are also available by contacting an employee's supervisor. An employee's supervisor will assist the employee with completion of the written incident report as soon as possible in the event

that the supervisor is aware of the incident and if the employee is unable to complete the incident report due to the nature of the injury or illness. Employees who fail to notify the District within 30 days may jeopardize their ability to receive compensation, and any other benefits under the law and District policies and rules.

The District may designate medical providers for Workers' Compensation evaluations, claims, and treatment. If the employee desires, he or she shall have the right to select his or her own physician, surgeon, or other such requirement at the employee's own expense.

An employee may experience reduced benefits in the event that an employee fails to comply with safety rules, guidelines, or directives adopted by the District or if the employee fails to use safety devices provided by the District.

If an employee fails to obey the District's drug-free workplace rule or any other District policy or rule related to the use of alcohol or non-prescribed controlled substances, an employee may experience reduced benefits or the loss of benefits as set forth under the law if the injury was sustained in conjunction with the use of alcohol or non-prescribed controlled drugs. District administration may require an employee who reports an injury to undergo post-injury testing for alcohol or non-prescribed controlled substances in accordance with the law. A refusal to submit to a test will result in the loss of benefits and may result in disciplinary action, up to and including termination of employment.

An employee is disqualified from receiving temporary total disability during any period of time in which the claimant applies and receives unemployment compensation. If the employee is terminated from employment based upon the employee's post-injury misconduct, neither temporary total disability nor temporary partial disability benefits are payable under the law.

Employees are not permitted to use paid leave for absences during a period when an employee receives any Workers' Compensation wage benefits. The District will apply paid leave, if available, to the first three (3) days of absence, if the total absence is less than 14 days, upon receipt of confirmation that an employee will not receive Workers' Compensation wages for those days. The District will require an employee to use any of the employee's accumulated paid leave, personal leave, or sick leave to attend to medical treatment, physical rehabilitation, or medical evaluations during work time. If no paid leave is available, such leave will be granted as unpaid leave. Employees who are absent due to a Workers' Compensation qualifying injury or illness and are receiving wage benefits during that period of time will not lose accrued leave for such absences.

#### *Drug Free Workplace E-130-E*

The District does not tolerate the use, manufacture, distribution, sale or dispensation of controlled substances, alcohol, or unauthorized prescription medications by employees of the District in any District setting, including but not limited to: District property, District transportation, vehicles approved for the transport of students to or from school-related activities or programs, off-campus sites being used for any District-

sponsored or District-approved activity, program, or event where students are under the supervision of the District, or in any setting where an employee is engaged in District business that requires the supervision of students or involves the presence of students. The District does not allow employees to be present in any District setting described above while under the influence of any controlled substance, alcohol, or unauthorized prescription medication, even if such substance was consumed prior to the employee entering a District property or activity. All employees of the District are required, as a condition of employment, to comply with these rules. Information regarding assistance with drug and alcohol abuse, and the negative health and safety effects of drug use and alcohol abuse is available to employees by contacting Anthem member services at 1-833-578-4436.

**Drug and Alcohol Testing:** In accordance with the District’s commitment to a drug and alcohol-free workplace, the District will make every effort to ensure that employees are not under the influence while engaging in their employment. The information included in this Employee Manual serves as notice to all staff members of the District’s drug and alcohol testing procedures.

If the District has reasonable suspicion that a staff member is under the influence of alcohol or a controlled substance in violation of these rules, the District may require an employee to submit to an alcohol and controlled substances test. Employees who exhibit signs of being under the influence of a prohibited substance just before, during, or just after the period of the workday may be subject to reasonable suspicion testing. Additionally, staff members who operate District transportation are required to undergo testing as required by law. Drivers of District transportation, whether employed by the District or a third party contractor, are prohibited by law from using alcohol within four (4) hours of reporting for duty. Drivers who are required to take a post-accident test are prohibited from using alcohol for eight (8) hours following any such accident or until the driver undergoes the test, whichever comes first.

Supervisors of employees who have reasonable suspicion that an employee is under the influence of alcohol or drugs in the workplace are required to immediately report such condition to the Superintendent or designee. The Superintendent/designee will determine if testing is appropriate and if so, direct the employee at issue to submit to a mandatory test. Testing will be conducted at an appropriately qualified facility with collection procedures that are industry standard.

If the District employs its own drivers for District transportation who are “operators of commercial motor vehicles”, the District will comply with federal requirements regarding drug and alcohol testing, including the implementation of pre-employment drug screening, and reasonable suspicion, random, and post-accident testing at laboratories certified by the U.S. Department of Health and Human Services, and shall notify all drivers covered by federal requirements of such procedures. If the District contracts with a third party for transportation services, the District will require by contract with such third party that the contractor comply with all guidelines of the Omnibus Transportation Employee Testing Act and applicable state reporting requirements.

Employees who test positive for controlled substances or alcohol and employees who refuse to submit to a test or fail to comply with required testing protocol in order to obtain an accurate and/or timely specimen are in violation of this policy and are subject to disciplinary action up to and including termination of employment in accordance with District rules and District policies.

The District may refer any matter that may be a crime to the appropriate law enforcement agencies. Employees may be required to participate and complete counseling or rehabilitation programs if determined appropriate by the administration. A list of counseling, rehabilitation, and/or employee assistance programs available to employees can be located by contacting a school counselor.

Alcohol and drug screening records shall be maintained confidentially with an employee's medical records and released only in accordance with the law. Employees who make a written request for a copy of records of an employee's drug or alcohol use, including test results, may receive a copy.

The District is required to report certain convictions to the U.S. Department of Education or other required federal agency. Employees must notify the Superintendent of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after the conviction. The Superintendent is required to report any such conviction within ten (10) days after receiving notice from the employee or otherwise receiving notice of conviction, to any agency from which the District directly receives federal grant money. The District will take appropriate disciplinary action against employees with such convictions within 30 days.

If the District employs its own transportation service employees, the District will maintain records as required by law that relate to such drivers, and comply with all reporting requirements, including those set forth by the Missouri Department of Revenue, and to subsequent employers only as expressly requested in writing by the driver-employee.

Procedure for Drug and Alcohol Testing of Employees Other than Drivers:

1. If a supervisor has reasonable suspicion to believe that an employee is in violation of the District's drug-free workplace rules, the supervisor is required to reduce information and evidence of such violation to writing and immediately report the incident to the Superintendent or designee. The supervisor should note all physical symptoms, witness to symptoms, and other evidence.
2. The Superintendent/designee will determine if testing is appropriate.
3. Testing will be administered as soon as reasonably possible based on the circumstances. If testing is delayed beyond a reasonable period of time, the Superintendent or designee shall document the reasons for delay.

4. Testing will be conducted at an appropriately qualified facility with collection procedures that are industry standard. If such facility is not readily available or practical, the District may contact a law enforcement agency or personnel to conduct such testing.

Procedure for Drug and Alcohol Testing of Drivers: For the purposes of this procedure, the District's coordinator of drug and alcohol testing programs for drivers shall be the District's Director of Transportation.

The following terms are defined below for the procedure for testing of drivers:

*Alcohol* - Intoxicating agent in beverage alcohol, ethyl alcohol or other low molecular weight alcohols including methyl and isopropyl alcohol.

*Driver* - Any person who operates a commercial motor vehicle, including full-time, regularly employed drivers; casual, intermittent or occasional drivers; leased drivers; and independent, owner-operated contractors. Driver includes a person applying for a position that involves the driving of a commercial motor vehicle.

*Drug* - Marijuana metabolites, cocaine metabolites, amphetamines, opiate metabolites and phencyclidine (PCP).

*Qualified Supervisor* - An employee or driver supervisor who has completed at least 60 minutes of training on the symptoms of alcohol abuse and another 60 minutes of training on the symptoms of controlled substances use (120 minutes in total). The purpose of this training is to teach supervisors to identify circumstances and indicators that may create reasonable suspicion that a driver is using or under the influence of alcohol or drugs, supporting referral of an employee for testing.

*Reasonable Suspicion* - Specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of an employee.

*Safety-Sensitive Function* - A driver is considered to be performing a safety-sensitive function from the time a driver begins to work or is required to be ready for work until the time the driver is relieved from work and all responsibilities for performing work. Safety-sensitive functions include time spent waiting to be dispatched, inspecting, servicing, or conditioning a commercial motor vehicle, time spent at the driving controls, any time spent in the commercial motor vehicle, time spent loading, unloading, or supervising loading or unloading of the vehicle, and time spent servicing or awaiting the service of a disabled commercial vehicle.

*Substance Abuse Professional* - A person who evaluates employees who have violated a Department of Transportation (DOT) drug and alcohol program regulation and makes recommendations concerning education, treatment, follow-up testing, and aftercare.

*Testing* - Testing will be conducted in accordance with federal law by facilities that meet applicable federal standards.



Pre-Employment Tests: Driver applicants are required to undergo pre-employment testing prior to performance of safety-sensitive functions and the District must receive a verified negative result. Prospective employees are required to submit to testing. Refusal to do so will disqualify an individual from employment. Current employees transferring from a non-safety-sensitive function into a safety-sensitive position are also required to undergo pre-employment testing.

Post-Accident Tests: All drivers will be trained on the requirement and procedures for post-accident testing. Drivers are required to comply with federal regulations and District procedures regarding testing.

- Post-accident tests will be administered as soon as practicable after any accident when there is:
  - A human fatality, regardless of whether a citation is issued to the driver;
  - Bodily injury resulting in medical treatment away from the scene of the accident when a citation is issued to the driver;
  - Disabling damage to a vehicle requiring a tow away when a citation is issued to the driver;
- The District may, in its discretion, require all drivers to submit to testing after any accident when the driver was performing a safety-sensitive function.
- Tests for drugs must be administered within 32 hours following the accident and tests for alcohol should be administered within two (2) hours and must be administered within eight (8) hours following the accident.
- Post-accident testing shall be conducted in accordance with federal law and regulations. Failures to comply with federal regulations relating to post-accident testing shall be documented by the District's coordinator and any required report shall be submitted to the DOT.
- Post-accident testing done by law enforcement officials shall meet post-accident testing requirements if the results are provided to the District.

Random Testing: The District will conduct random drug and alcohol testing of drivers. Random alcohol testing will be conducted just before, during, or just after an employee's performance of safety-sensitive duties. Random testing for drugs may occur without regard to proximity to the performance of safety-sensitive functions. Drivers will be selected by random process, and each driver will have an equal chance of being selected and tested for a given round of random testing. All random testing will be in accordance with federal regulations. A failure to submit to a random test or any interference with a test by the employee will result in discipline up to and including termination.

Reasonable Suspicion Tests: The District will conduct reasonable suspicion drug and alcohol testing in accordance with federal regulations. Any qualified supervisor who has reasonable suspicion to believe that a driver has violated the alcohol or drug prohibitions of the District shall initiate the procedure for testing, beginning with documenting the basis for reasonable suspicion. Final documentation of the basis for reasonable suspicion shall be signed and filed with the appropriate District administrator by the qualified supervisor within 24 hours of the basis for reasonable

suspicion or prior to the results of the test being released, whichever is earlier. Reasonable suspicion alcohol testing requires that observations are made just before, during or just after the period of the work day when the driver must comply with alcohol prohibitions. The qualified supervisor who makes a reasonable suspicion determination is prohibited from administering the test itself.

Return-to-Duty Tests: Any driver who is not terminated as a result of a positive test must receive an evaluation from a substance abuse professional at the employee's expense and successfully pass an alcohol or drug test before the driver will be permitted to perform safety-sensitive duties. The substance abuse evaluation must be conducted in accordance with federal law and by a properly credentialed substance abuse professional.

Follow-Up Tests: If a driver has violated the prohibited drug and alcohol rules, the driver shall be required to take a drug and/or alcohol test before returning to safety-sensitive functions for the District. The driver shall be subject to unannounced follow-up testing at least six (6) times in the first 12 months following the driver's return to active safety-sensitive service.

Within ten (10) days of the determination of a failed test by a driver, the Director of Transportation shall notify the director of the Missouri Department of Revenue of any driver who has failed to pass any drug or alcohol test administered pursuant to District procedures. All information required by the Missouri DOR shall be provided by the District in accordance with the law.

#### *Professional Development for Employees E-135-E*

The District's Professional Development Committee (PDC) is responsible for:

- a. Working with beginning and experienced teachers to identify instructional concerns and remedies;
- b. Serving as a confidential consultant upon a teacher's request;
- c. Assessing faculty needs and developing learning opportunities for staff;
- d. Presenting to the proper authority faculty suggestions, ideas and recommendations pertaining to classroom instruction.

All District certified and support staff are encouraged to grow professionally. Professional learning for certified staff will occur through weekly collaborative meetings, SI (School Improvement) days, curriculum work, job embedded support (from ELA, Numeracy, and Educational Technology Specialists), Summer SI Flex day options, and PDC (Professional Development Committee) allocations.

All new hires to the Republic District will participate in a 2-day NTI (New Teacher Induction) which includes learning about district curriculum, initiatives, and our RepMO Ready Technology plan. All teachers who are new to the teaching profession will also participate in a two-year mentoring program with a District New Teacher Mentor and be supported at their site with a Designated Site Support (DSS) colleague. This support will include completion of the BTA (Beginning Teacher Assistance Program) required by DESE and also individualized classroom coaching.

In addition, all teachers, regardless of experience, will complete a Personal Growth Plan to help guide and personalize their desired professional learning. Support staff will be provided various opportunities for general and/or job-related training.

#### *Evaluation of Employees E-140-E*

Evaluation of an employee's job performance is a continual process that focuses on improvement of job-related knowledge, skills and dispositions. All professional and support staff will be formally evaluated on a regular basis. Specific duties will be outlined by the immediate supervisor in relationship to the unique needs of the position. Copies of the general job descriptions for all positions are available at the Central Office, the school building locations, and the district website under "Staff."

Employees will receive a copy of their evaluation, and a copy will be placed in each employee's personnel file.

#### *Resignations of Employees E-155-E*

All resignations must be submitted to District administration in writing by the employee. Written notice of resignation shall indicate the effective date of the resignation and provide a reason for resignation.

Employees with Contracts of Employment: Probationary teachers, administrators, and other employees with contracts of employment may submit resignations effective at the end of the term of their contracts. Tenured teachers may resign prior to June 1<sup>st</sup> each year. Such resignations are effective upon Board approval and may not be withdrawn thereafter, absent Board approval for withdrawal.

Employees with contracts of employment who wish to resign during the term of their contract of employment, or after a contract has been executed, will not be released from the contract unless the Board of Education approves the resignation. Only the Board has the authority to approve a resignation and release an employee from a current contract of employment. The Board will review requests for release from contract on a case-by-case basis and may decline to release an employee until a suitable replacement is recommended by the Superintendent. Employees seeking release from contracts of employment should include extenuating circumstances to be considered by the Board as reasons for release.

The District may elect to pursue available legal remedies in the event that an employee breaches his or her contract of employment, including, but not limited to, civil monetary remedies, and seeking the discipline or revocation of an employee's professional certificate/license.

To assist the District in recruiting, employing and appropriately training replacement employees, the District will pay certificated professional staff members a monetary incentive to notify the District in writing of their resignation no later than January 7<sup>th</sup> if the resignation is effective beginning the following fiscal or school year. The monetary amount will be set by the Board and may change on an annual basis.

Liquidated Damages: The District has adopted liquidated damages in order to recover the costs associated with substitute employment, locating and training replacements for the departing staff members. Actual damages related to such circumstances are not ascertainable, therefore, the following reasonable estimates of such damages is as follows: 5% of the employee's contracted salary.

Employees must submit the applicable amount of liquidated damages in the form of a cashier's check at the time their written resignation is submitted to District administration. The Board is not required to release an employee simply by virtue of submission of the resignation and liquidated damages check.

Employees without Contracts of Employment: Employees without contracts of employment may resign by providing written notice of resignation to District administration. Such resignations are considered accepted by the District upon receipt by any District administrator or supervisor and cannot be withdrawn unless authorized by the Superintendent. The Superintendent shall report resignations to the Board of Education at the next regular meeting.

#### Retirement

For information about retirement, the Public School Retirement System, or the Public Education Employees Retirement System, please contact the District's Human Resources Coordinator.

#### *Termination of Employees E-160-E*

Probationary teachers, tenured teachers, and administrators shall be non-renewed and terminated in accordance with the law.

The Superintendent has the authority to terminate staff members who are not under contracts of employment.

Non-certified employees with contracts of employment shall be terminated in accordance with the terms set forth in the contract of employment and in accordance with procedures developed by District administration.

The District reserves the right to take additional action against staff members who have been terminated, including initiating proceedings for the discipline or revocation of professional licenses or certificates, pursuing criminal charges and/or civil or other administrative remedies available under the law.

#### *Reductions in Force E-165-E*

The District may place tenured teachers on an involuntary leave of absence without pay when the Board determines that such action is necessary because of a decrease in pupil enrollment, District reorganization, or the financial condition of the District. Procedures used shall be in accordance with the law.

### *Administrative Leave E-170-E*

The Superintendent or designee has the authority to place staff members on administrative leave in accordance with the law.

### *Staff Conflict of Interest E-175-E*

All staff members are required to comply with the laws regarding conflicts of interest. Staff members are also required to avoid the appearance of a conflict of interest. All staff members must comply with federal laws and regulations related to purchases made with the use of federal funds. Staff members will comply with all laws regarding purchasing involving businesses with which an employee is associated.

In addition to specific requirements related to purchasing, all District staff members are prohibited from engaging in the following:

1. Acting 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 him/herself or any third person, including any gift or campaign contribution, made or received in relationship to or as a condition of the performance of an official act;
2. Use of confidential information obtained in the course of or by reason of his employment in any manner with intent to result in financial gain for himself, his spouse, his dependent child in his custody, or any business with which he is associated;
3. Disclosure of confidential information obtained in the course of or by reason of his employment or official capacity in any manner with intent to result in financial gain for him/herself or any other person;
4. Favorably acting on any matter that is specifically designed to provide a special monetary benefit to such employee or his/her spouse or dependent children;
  - *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.
5. Attempting to influence any District financial decision, or use his/her position to influence any student or parent/guardian financial decision, that may result in financial gain to 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;
6. Accepting gifts of substantial value (\$100 or more) from vendors, individuals students/parents/guardians, or subordinate employees;
7. Using his/her decision-making authority for the purpose of obtaining a financial gain which materially enriches him/herself, his/her spouse or dependent children by acting or refraining from acting for the purpose of coercing or extorting from another anything of actual pecuniary value;
8. Offering, promoting, or advocating for a political appointment in exchange for anything of value to any political subdivision;
9. Attempting to trademark, patent, copyright, or claim ownership interest in, or accepting, or requesting from the District, royalties, licensing fees or other

compensation for, any intellectual property created by the employee in his/her capacity as an employee of the District and/or with the use of any District resources, unless prior authorization is received by the employee from the Board of Education.

\*All tutoring provided to students of the District by staff members of the District and/or any tutoring that is provided by a staff member of the District with the use of any District resources must be approved by the staff member's supervisor. Teachers who desire to engage in tutoring of students of the District should contact their supervisor.

Further, administrative and executive employees are prohibited from performing any services during the time of his or her office or employment for any consideration from any person, firm or corporation, other than the compensation provided for the performance of his or her official duties, by which service he or she attempts to influence a decision of the District. Additionally, administrative and executive employees of the District are prohibited from performing 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.

#### *Employee Conduct E-180-E*

The District requires that all staff members adhere to a standard of professional conduct that promotes the safety and well-being of the students of the District and upholds the mission statement of the District. These rules are included in the Employee Manual.

1. Comply with directives of supervisors and administrators of the District whether communicated verbally or in written form.
2. Review, become familiar with, and adhere to all District policies and all components of the Employee Manual.
3. Comply with all duties listed in a staff member's job description.
4. Comply with all state and federal laws applicable to a staff member's job duties.
5. Properly supervise all students.
6. Communicate with students, parents/guardians, and patrons in a professional manner and using methods directed by the administration.
7. Communicate with fellow employees of the District in a professional and respectful manner, and maintain courteous and professional relationships with fellow employees.
8. Shall not use of profanity and inappropriate language.
9. Comply with all timelines and deadlines associated with an employee's job duties.
10. Maintain all required records. Do not falsify records maintained by or submitted to or on behalf of the District. Employees are required to maintain the integrity and accuracy of electronically stored information and data.
11. Maintain and operate all school property with care. Do not utilize school property or resources, including technology, for personal use. Return school property as directed.
12. Comply with all written safety guidelines. Report any dangerous conditions to a building administrator or supervisor who has the responsibility for addressing the condition.

13. Dress in a manner that is professional and appropriate for the staff member's job duties.
14. Maintain the confidentiality of student records/information, personnel records/information, and other secure data as required by District policy, the law, and any administrative directives.
15. Attend all required meetings, activities, and events as directed by an employee's supervisor or administrator.
16. Report to work and leave work as specified in the staff member's job description and as specified by a staff member's supervisor/administrator.
17. Comply with all laws related to campaigning including:
  - a. Teachers must refrain from participating in the managing of a campaign for the election or defeat of a member of the Board of Education that employs such teacher.
  - b. Refrain from the use of any time during the working day for unlawful campaigning purposes or activities.
  - c. Refrain from the use of District funds or resources to advocate, support, or oppose any ballot measure or candidate for public office.
18. Report to the Superintendent if the employee is charged, convicted, pled guilty to or are otherwise found guilty of any misdemeanor or felony, regardless of imposition of sentence. This report must be made as soon as possible, but in no event later than two (2) business days after the event.
19. Shall not direct any 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.
20. Shall not strip search any student except as expressly permitted by law. Pursuant to state law, any employee who strip searches a student in violation of law must be immediately suspended without pay and may be terminated.

#### *Employee-Student Relations E-185-E*

All staff members of the District are expected to communicate with students in a professional manner and maintain appropriate boundaries and relationships with students. The standards set forth below apply to any interactions staff members may have with students of the District or students of other schools. These rules are not comprehensive, therefore any inappropriate interaction a staff member has with a child may result in disciplinary action against the staff member. Staff members are required to avoid interactions or situations which may lead to an appearance of impropriety or which could give rise to allegations of an inappropriate relationship.

Interactions and communications with students should be related to the educational relationship between a staff member and a student. It is common for employees to have contact with students in appropriate settings outside of the school environment and context through familial ties, community groups and activities, and commercial endeavors. Even in such settings, employees must comply with the rules provided herein and otherwise maintain appropriate boundaries and relationships.

Employees are strictly prohibited from engaging in certain conduct, which includes, but is not limited to:

1. Making sexual advances toward a student.
2. Touching students in a sexual manner.
3. Communicating with students regarding topics that are sexual or romantic in nature outside of the District's approved curriculum unless such communication is part of an administrator's or designee's investigation into sexual harassment, sexual abuse, or violations of the District's disciplinary code.
4. Communicating with students regarding the employee's own sex life or love life.
5. Engaging in or planning a romantic relationship with a student or former student of the District.
  - a. For the purposes of these rules, the District considers any relationship that occurs within 180 days of graduation or of a student leaving the District as indicative of a failure to maintain appropriate boundaries during the period of time the individual would have been a student of the District.
6. Engaging in conduct that would violate District Policy C-130-P.
7. Associating with students in any setting where students are provided or are consuming alcohol, tobacco, or drugs.

The following conduct is prohibited unless there is, in the discretion of the Superintendent, an educational reason, an emergency reason, or an appropriate familial relationship in place, for such conduct to occur:

1. Allowing a student to drive a staff member's vehicle.
2. Directing students to run personal errands for the staff member.
3. Inviting students to a staff member's residence or private property.
4. Being alone in a vehicle with a student without prior authorization from the staff member's supervisor.
5. Being present when students are in any state of undress.
6. Being in a room with a student with the door closed, a door locked, or the lights off.
7. Giving gifts, including but not limited to money, to individual students.

#### Electronic Communication with Students

The maintenance of professional boundaries between staff and students extends to all modes of electronic communication. The District may provide or prescribe certain methods of or platforms for communication for staff members to reach students and may restrict/prohibit other methods. Prior to using a particular method of electronic communication with a student or group of students, a staff member must seek authorization from his or her supervisor regarding the method/platform and the intended purpose. Once a method of communication is approved, the staff member should only use electronic communication as often as required in order to achieve the approved purpose. Staff members may be required to include his or her supervisor on communications if directed to do so. Regardless of the mode, all communication must be for an educational reason. Unless otherwise approved by the employee's supervisor, all electronic communication must occur between the hours of 6:00 a.m. and 10:00 p.m. Staff members who communicate with students via electronic methods either on



District-owned or personally owned devices, may be required to provide copies of all communications with students immediately if so directed by a supervisor.

Any employee who is aware of a fellow employee's failure to maintain appropriate boundaries with a student is required to immediately report any such concern to their immediate supervisor or the District Compliance Officer, and if applicable, comply with mandatory reporting requirements under the law. The District will provide annual training to staff members to ensure staff members are aware of these rules, signs of possible abuse, and reporting requirements under the law.

#### *Personnel Records E-190-E*

The District will maintain complete, accurate, and current personnel files for all employees of the District in accordance with the then-applicable Missouri Secretary of State's records retention schedule. The District will maintain records securely in accordance with any records-keeping recommendation practices made to the District by the District's auditors or the State Auditor.

Personnel records are maintained for the District's employment purposes and shall be confidential to the extent permitted by law. Individually identifiable personnel records, performance ratings, and records pertaining to employees, former employees or applicants for employment are closed records and not accessible to the public. Only employees and/or independent contractors of the District who are authorized by the Superintendent or designee may have access to personnel records. The District will provide access to personnel records to the District's legal counsel, to state and federal agencies with appropriate authority, pursuant to legal subpoenas and court orders, and when such records may be used to defend the District in legal actions.

Employees who wish to review their personnel file, with the exception of the ratings, reports and records created or obtained prior to the employment of an individual, including confidential placement papers and letters of reference, must submit a request at least 24 hours in advance to review such file during regular working hours and in the presence of the Superintendent or designee.

The District will release, in accordance with the law, the names, positions, salaries, and lengths of service of employees. Employment contracts are not confidential personnel records and must be released in accordance with the law.

Schools receiving Title I funding are required to notify parents/guardians of each student attending any such school that they may request information regarding whether the:

- Student's teacher is certified to teach in the grade levels and subject areas in which the teacher provides instruction.
- Student's teacher is under emergency or other provisional certification status.
- Student is provided services by a paraprofessional, and if so, the qualifications of the paraprofessional.

### *Employment References E-195-E*

The Superintendent or designee is the individual designated by the Board to respond to requests from potential employers for information regarding a current or former District employee.

If a staff member is contacted by a prospective employer for a professional reference for a current or former staff member of the District, all District staff members are required to forward that request to the Superintendent.

Staff members may provide personal references for colleagues only if the staff member indicates within the reference that he or she is not speaking on behalf of the District. Staff members are prohibited from using District resources, including letterhead and District email accounts, for providing personal references. Personal references may not give the appearance of the endorsement of the District. District employees, contractors, and agents are prohibited from providing personal references or otherwise providing assistance in obtaining a new job to any other school, any employee, contractor, or agent who has been accused of sexual misconduct regarding a minor or a student. If employees have questions or concerns regarding this prohibition, they should contact the Superintendent for additional guidance.

The following information will be provided by the Superintendent or designee about current or former employees to any individual upon request:

- Name
- Position/s
- Salary
- Length of service

Further, the Superintendent or designee may, if applicable and in accordance with the law, respond in writing to a written request concerning a current or former employee from an entity or person which the Superintendent or designee reasonably believes to be a prospective employer of such employee and truly state for what cause, if any, an employee was discharged or voluntarily quit employment with the District. If a written response of this sort is provided by the District, the Superintendent or designee shall send a copy of the response that was sent to the prospective employer to the current employee or former employee at the employee's last known address.

Additional factual information regarding an employee's duties and work performance may be provided by the Superintendent or designee only if an employee has submitted a written consent.

As required by law, the District will disclose, to any public school that contacts the District about a former employee, information regarding any violation of the published regulations of the Board by the former employee if such violation related to sexual misconduct with a student and was determined to be an actual violation by the Board after a contested case due process hearing conducted pursuant to District policy.

Further, if the District has previously employed any person whose job involved contact with children, and the District received allegations of sexual misconduct as provided in Section 566.083, RSMO, concerning the employee and, as a result of such allegations or as a result of such allegations being substantiated by the child abuse and neglect review board, the employee was dismissed or allowed to resign in lieu of termination, the District shall disclose the allegations of sexual misconduct when furnishing a reference for the former employee or responding to a potential employer's request. Additionally, if the District has previously employed any person about whom Children's Division has conducted an investigation involving allegations of sexual misconduct with a student and has reached a finding of substantiated and another public school contacts the District for a reference for the employee, the District shall disclose the results of Children's Division's investigation to the school.

Any administrator or director who is permitted to respond to requests for information, acting in good faith, who reports authorized information, as provided in this policy or, who, in good faith, reports alleged sexual misconduct on the part of a District employee, will not be disciplined or discriminated against because of such report.

### **Student-Related Information**

#### *Teaching about Religion I-115-E*

Objective teaching about religion and religious beliefs is allowed. However, state and federal law prohibit the promotion of any particular religion or religious belief.

Only provide instruction regarding religion or religious beliefs that are included in the Board approved, District curriculum and curriculum guides. If a teacher wants to include instructional resources not indicated in the District curriculum and/or curriculum guides, it must be approved by the Curriculum Coordinator and Building Principal before being used in the classroom.

#### *Teaching about Human Sexuality I-120-E*

General Requirements: Students will be provided instruction regarding human sexuality. Parents/guardians must be notified regarding the content of and their right to remove their student from any part of human sexuality instruction. Students may be separated by gender for instruction. All curriculum materials used in the District's human sexuality instruction will be available for review prior to its use in instruction. Additionally, the District will not allow any individual or organization to offer, sponsor, or furnish any materials or instruction relating to human sexuality or sexually transmitted diseases to students if the individual or organization provides abortion services.

Required Components for Course Materials and Instruction: Any materials and instruction relating to human sexuality will be medically and factually accurate and developmentally appropriate for the students' age and grade. Further, materials and instruction will:

- Present abstinence as the preferred choice for unmarried people because it is the only method that is 100% effective in preventing pregnancy, sexually transmitted diseases, and the emotional trauma associated with adolescent sexual activity.
- Advise students that teenage sexual activity places them at a higher risk of dropping out of school because of the consequences of sexually transmitted diseases and pregnancy.
- Stress that sexually transmitted diseases are serious health hazards of sexual activity.
- Provide students with the latest medical information regarding exposure to human immunodeficiency virus, acquired immune deficiency syndrome (AIDS), human papilloma virus, hepatitis and other sexually transmitted diseases.
- Present students with the latest medically factual information regarding both the possible side effects and health benefits of all forms of contraception, including the success and failure rates for the prevention of pregnancy and sexually transmitted diseases in a manner consistent with the provisions of the federal abstinence education law, emphasizing abstinence over sexual activity.
- Discuss the possible emotional and psychological consequences of preadolescent and adolescent sexual activity and the consequences of adolescent pregnancy, as well as the advantages of adoption, including the adoption of special needs children, and the processes involved in making an adoption plan.
- Teach skills of conflict management, personal responsibility and positive self-esteem through discussion and role-playing at appropriate grade levels to emphasize that the student has the power to control personal behavior.
- Encourage students to base their actions on reasoning, self-discipline, sense of responsibility, self-control, and ethical considerations, such as respect for one's self and others.
- Teach students not to make unwanted physical and verbal sexual advances or otherwise exploit another person, as well as to resist unwanted sexual advances and other negative peer pressure.
- Advise students of the laws pertaining to their financial responsibility to children born in and out of wedlock and advise students of the definition of statutory rape under Missouri law.
- Teach students about the dangers of sexual predators, including online predators when using electronic communication methods such as the internet, cell phones, text messages, chat rooms, email, and other instant messaging programs.
- Teach students how to behave responsibly and remain safe on the internet and the importance of having open communication with responsible adults and reporting any inappropriate situation, activity, or abuse to a responsible adult, and depending on intent and content, to local law enforcement, the Federal Bureau of Investigation, or the National Center for Missing and Exploited Children's CyberTipline.
- Teach students about the consequences, both personal and legal, of inappropriate text messaging, even among friends.
- Teach students about sexual harassment, sexual violence, and consent.

### *Special Education and Section 504 I-125-E*

- When a teacher or other school personnel believe that a student may have a disability, they may refer the student to a problem-solving Student Intervention Team.
- Classroom teachers and service providers must:
  - Know which students in assigned classes have an IEP or a 504 Plan.
  - Personally review each IEP or 504 Plan.
  - Know which students have accommodations, modifications, or behavior plans.
  - Make a “good faith effort” to implement each IEP and 504 Plan.
  - Develop and implement lessons that facilitate the participation and learning of all students.
  - Collect data to demonstrate implementation of the IEPs and 504 Plans and document student performance.
  - Alert the special education or 504 case manager if there seems to be a lack of progress or great progress and share any changes in academic or behavioral performance.
- Students with disabilities who display conduct that warrants disciplinary actions may need or be entitled to protections and processes under the law. Speak with a student’s case manager or administrator in this situation.
- For questions relating to Special Education or Section 504, please contact:

Title: Director of Special Education  
Phone #: (417) 735-3715

### *Promotion, Acceleration and Retention of Students I-185-E*

#### Retention

- Notify the building principal or designee no later than October of any student that is at risk for failing to meet grade or course requirements for promotion or credit acquisition.
- The principal or designee and teacher will establish regular reporting periods to review the student’s progress (data, observations, etc.) and support strategies. Other educators will be included as appropriate.
- Intervention and support will be provided and impact data collected.
- Communication with the family regarding a student’s performance and the possibility of retention will occur no later than October and be continuous throughout the year. Communication will include face-to-face conferences. The principal or designee will be notified of any conferences, and other professionals included as appropriate.
- The principal, in collaboration with the teacher and other educators as necessary, will make a decision regarding retention. Summer school or tutoring may be offered as a condition of promotion.
- Written notification to the family will be provided and signed by the principal.

#### Acceleration

- Acceleration may be considered for a student who is working at an academic level above current placement.
- The teacher, in collaboration with other professionals as necessary, will provide enrichment opportunities for the student.
- If grade or subject area acceleration is considered, the teacher will notify the principal or designee to discuss the student, which will include but not be limited to, the student's academic profile, social/emotional maturity, and options for acceleration. Acceleration is not a replacement for gifted programming.
- The teacher and principal or designee will meet with the family to discuss the student's performance and acceleration options.
- The family must agree that acceleration is appropriate.

#### *Assessment Program I-195-E*

All students will participate in the required, statewide screening and assessment program or an alternative assessment as determined by a student's Individual Education Plan (IEP). The District will comply with all assessment requirements for students with disabilities. The District has a written assessment plan, which is updated and posted annually on the District website. In addition, the assessment plan is included in the Student/Parent handbook at the beginning of each year. The assessment plan is also available for review at the District office during standard business hours.

Test Security: All standardized and statewide testing must be secured, maintained, and administered in a manner that protects the integrity of the testing process. All staff involved in test administration are required to participate in training for administration and security procedures, including employees who are administering assessments to students receiving homebound instruction. Appropriate disciplinary action will be taken in the event that the security or integrity of the assessment program is compromised by a staff member.

#### Assessment Schedule

All students in grades 3-8 will take Missouri Grade Level assessments which correlate to their grade level and courses of study. In grades 3-6, students take Grade Level Assessments (GLA) in the areas of English Language Arts (ELA) and Mathematics. Science is administered in grades 5 and 8. Middle School students enrolled in Algebra I will take the End-of-Course exam for this area.

All students in grades 9-12 will take End-of-Course assessments which correlate to their grade level and courses of study. Students take End-of-Course exams in Algebra I, Algebra II, Biology I, English II and Government.

All students in attendance on test administration days will take these assessments with the exception of the following exemptions:

- Students whose IEP teams have determined that the MAP-A is the appropriate assessment.

- English Language Learners (ELL) who have been in the United States 12 months or fewer at the time of the administration may be exempt from the ELA portion.

Additionally, students will take common assessments throughout the year to guide instruction and provide information on academic growth. A district assessment calendar will be available at the beginning of the school year and assessment results will be made available to parents/guardians. The District's assessment plan information is available at: <https://www.republicschools.org/Page/1178>.

*Speakers at District Events I-205-E*

All student and guest speakers who are part of class presentations, assemblies, ceremonies, or professional development sessions must be approved by a building administrator. Teachers are responsible for ensuring student and guest speakers are informed of and follow the established parameters.

*Bullying, Hazing, and Cyberbullying S-185-E*

The District strictly prohibits bullying, including hazing, and cyberbullying on school grounds, at any school function, or on District transportation.

*Bullying* - Intimidation, unwanted aggressive behavior or harassment that is repetitive or is substantially likely to be repeated and causes a reasonable student to fear for his or her physical safety or property; substantially interferes with the educational performance, opportunities, or benefits of any student without exception; or substantially disrupts the orderly operation of the school. Bullying may consist of physical actions, including gestures, or oral, cyberbullying, electronic, or written communication, and any threat of retaliation for reporting such acts.

*Cyberbullying* - Bullying as defined above through the transmission of a communication including, but not limited to a telephone, wireless telephone, or other wireless communication device, computer, or pager. The District has jurisdiction to prohibit cyberbullying that originates on a school campus, or at a District activity if the communication was made using District technological resources, if there is sufficient nexus to the educational environment, or if the electronic communication was made on the school's campus or at a District activity using the student's own person technological resource.

Anti-bullying Coordinators: The District's Anti-bullying Coordinator is Tyler Overstreet. Each building's anti-bullying coordinator is:

- Early Childhood Center: Misty Kinsey; [misty.kinsey@republicschools.org](mailto:misty.kinsey@republicschools.org)
- Lyon Elementary: Leanne Gove; [leanne.gove@republicschools.org](mailto:leanne.gove@republicschools.org)
- McCulloch Elementary: Camie Lyons; [camie.lyons@republicschools.org](mailto:camie.lyons@republicschools.org)
- Price Elementary: Erin Wayt; [erin.wayt@republicschools.org](mailto:erin.wayt@republicschools.org)
- Schofield Elementary: Katie Zeller; [katie.zeller@republicschools.org](mailto:katie.zeller@republicschools.org)
- Sweeny Elementary: Chris Lockmiller; [chris.lockmiller@republicschools.org](mailto:chris.lockmiller@republicschools.org)

- Republic Middle School: Michael Wright; [michael.wright@republicschools.org](mailto:michael.wright@republicschools.org)
- Republic High School: Chris Grauf; [chris.grauf@republicschools.org](mailto:chris.grauf@republicschools.org)

Reporting Bullying or Cyberbullying: District employees are required to report any instance of bullying of which the employee has firsthand knowledge. Any employee, substitute, or volunteer who witnesses an incident of bullying must report the incident to the building anti-bullying coordinator within two (2) school days of witnessing the incident. If the anti-bullying coordinator is unavailable or is the subject of the report, the employee should contact the District's Compliance Officer. In addition, all District employees, substitutes, or volunteers must direct all persons seeking to report an incident of bullying to the building anti-bullying coordinator.

#### *Student Discipline S-170-E*

The District is responsible for the care and supervision of students and holds students accountable for their conduct in school, on District property, including District transportation, and during District-sponsored activities in order to ensure the safety of all students and maintain an atmosphere where orderly learning is possible and encouraged. The District discipline policy and procedures will be provided to every student at the beginning of each year, be published on the District website, and made available in the office of the Superintendent during normal business hours.

#### Teacher Reporting Requirements

Teachers must report any assault to the principal and law enforcement. Any physical contact that produces actual (observable, even if slight) or potential harm (e.g., blow to the head without visible injury), should be reported to the principal. Teachers must report to the principal upon finding a student in possession of a weapon or controlled substance.

#### Student Code of Conduct

The District believes students deserve the right to participate and learn in a safe environment which allows teachers to focus on instruction that accelerates achievement. We expect and acknowledge that the majority of our students are respectful and well-behaved. However, to ensure that school is a quality atmosphere for all students at all times, the code of conduct and discipline policies outline consequences for misconduct that occurs at school, during a school activity whether on- or off-campus, on District transportation, or involves the use of District technology. All District personnel are responsible to supervise and hold students accountable for violations of discipline policies.

#### Disciplinary Consequences

The District's Discipline Scope and Sequence guidelines are published in the Student/Parent Handbook and are accessible at the end of this document or by clicking on the following links:



[District Discipline Scope and Sequence](#)  
[STRIPES 360 Discipline Scope and Sequence](#)  
[Early Childhood Center Discipline Scope and Sequence](#)

Corporal Punishment

Corporal punishment is defined as: “The intentional infliction of physical punishment, usually in the form of spanking, as a method of student discipline.” Corporal punishment is strictly prohibited as a method of discipline. However, reasonable force may be used, when necessary, for the protection of a student or others or property.

*Seclusion, Isolation, and Restraint S-205-E*

The District is committed to implement professionally accepted practices to protect the health and safety of students. Therefore, as required by law, District policy comprehensively addresses the use of restrictive behavioral interventions to support behavior management, student discipline, and the safe management of emergency situations.

Only authorized personnel who have received annual training in de-escalation practices, professionally-accepted and appropriate use of physical restraint, appropriate use of isolation and seclusion, communication expectations and requirements with students and families about restraint and isolation, required documentation procedures and District policy, are permitted to implement restrictive behavioral interventions. Designated personnel are expected to review District policy to become familiar with the requirements and limitations associated with seclusion, isolation and restraint.

The District prohibits confining a student in an unattended, locked space except for an emergency situation while awaiting the arrival of law enforcement personnel.

*Administration of Medication S-135-E*

All student medication is to be kept in the health office whether it is prescription or over-the-counter. District personnel are not authorized to dispense any medication, including over-the-counter medication, without written permission from a parent or guardian and then, only designated, trained personnel are allowed to dispense medication or treatment in the health office. Students who are incapacitated due to a cast, crutches, sutures, or other conditions need a physician’s note specifying the restrictions and duration of the restrictions. The school nurse can assist with obtaining clarification of physician orders. Appropriate staff members will be notified by the nurse, IEP case manager, and/or 504 case manager when a student has a health condition that warrants specific accommodations. Any accommodations agreed upon via a health plan, IEP, or 504 Plan must be followed as written.

*Students with Allergies S-145-E*

The classroom is the most common area in which students experience an allergic reaction. Therefore, to protect the student, yourself, and others, employees should know which students have life-threatening conditions and their plans (IEP, 504 Plan, Emergency Action Plan (EAP), and Individual Health Plan (IHP). Employees must

follow the plans, especially attending to accommodations. Employees must also attend all required trainings and individual meetings for a particular student. A student who is feeling ill after exposure to a known allergen should not be sent to the health room or office alone or with another student. If necessary, request assistance from staff outside the classroom.

Administrators will identify who will inform parents of any school events and activities where food will be served other than during regularly scheduled meal/snack times or when other allergens may be present (classroom teacher, nurse, case manager, etc.). Employees must avoid using air fresheners, oils, candles, or other items that add fragrance to District facilities. Employees should not interpret food or product labels. Employees should encourage non-allergen and non-food activities, reward, and treats. All substitute plans should include any pertinent student information and procedures for students with a plan.

### *Reporting and Investigating Child Abuse S-160-E*

#### Definitions:

*Child 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.

*Child neglect* – Failure by those responsible for the care, custody, and control of a child to provide the proper or necessary support, education, nutrition, or medical, surgical or other care necessary for a child's well-being.

*Reasonable cause to suspect* – Some reason to believe that a child may have been subjected to abuse or neglect; the employee does not need to have any sort of conclusive proof or validation.

Mandated Reporting: Missouri law classifies all staff as mandatory reporters of child abuse and neglect. School employees are required to report possible abuse or neglect regardless of whether the alleged perpetrator had “care, custody, or control” of the alleged victim. As mandated reporters, District staff are required to immediately report any child abuse or neglect they suspect or observe by calling the Abuse Hotline at 1-800-392-3738. A mandated reporter may also make a report of suspected child abuse or neglect to any law enforcement agency or juvenile office. However, such report does not take the place of reporting to Children's Division (CD). When in doubt whether abuse or neglect may have occurred, err on the side of reporting.

The reporting requirements, as defined in law, are individual. Therefore, a teacher's or employee's supervisor should not make the hotline call to CD. The teacher or employee must make the call themselves. Teachers and other District employees should not be disciplined or discriminated against for reporting suspected abuse or neglect to the CD in good faith. If any school employee has reasonable cause to suspect that a student has been subjected to abuse or neglect, the employee should be provided immediate access to a phone and be temporarily relieved of other work duties, as necessary, in order to make the report.

If a student reports alleged sexual misconduct on the part of a teacher or other District employee to a District employee, both the employee and the Superintendent must report the allegation to CD. CD is required to investigate the report. Investigate allegations against an employee of the District for the purpose of making employment decisions.

Making a Report: When a report to CD is made, the following information will be required: names and addresses of the child and his parents or other persons responsible for care; child's age, sex and race; nature and extent of the child's injuries, abuse, or neglect, including any evidence of previous injuries, abuse, or neglect to the child or siblings; name, age and address of the person responsible for the injuries, abuse, neglect, if known; family composition; source of the report; name, address, contact information, and occupation of the person making the report; actions taken by the person making the report; including any photographs taken and/or keeping the child; any other information that may be helpful. If CD declines to accept the report, log the name of the representative, the date, and the report made.

#### *Student Records S-125-E*

Student education records are official and confidential documents protected by the Family Rights and Privacy Act (FERPA). A student education record includes information such as date and place of birth, parent/guardian names and addresses, emergency contact information, enrollment and attendance records, academic records, special education records, discipline information, and health records.

A student record may also consist of notes or communication shared with one other individual that contains personally identifiable information regarding a student, including email, texts and other forms of transmitted information. Communication about a student must be consistently professional in all contexts.

Education records are requested and disclosed as required by law. Only District employees with a "need to know" have a right to certain types of a student's education records, which may not be the same information dependent upon one's role with the students. The District is required to document specific information associated with disclosing student records. When records are shared in violation of District policy S-125-P and District procedures, it may create unmanaged risks for the District and the employee who shared information apart from approved procedures.

All records requests made to the District, unless it involves specific classroom assignments or activities, should be directed to and responded to by the building office. Student records are addressed within District Policy S-125-P and in the Student/Parent Handbook.

Directory information is information about a student that generally is not considered harmful or an invasion of privacy if disclosed without the consent of a parent or eligible student. The District annually publishes in the Student/Parent Handbook the types of information included in directory information and may release this information without

obtaining consent from a parent or eligible student unless a parent or eligible student notifies the District in writing. The District designates the following items as directory information:

*General Directory Information:* The following personally identifiable information about a student may be disclosed by the District without first obtaining written consent from a parent or eligible student: Student's name; date of birth; parents' names; grade level; enrollment status (e.g., full-time or part-time); student identification number; user identification or other unique personal identifier used by the student for the purposes of accessing or communicating in electronic systems as long as that information alone cannot be used to access protected educational records; participation in District-sponsored or District-recognized activities and sports; weight and height of members of athletic teams; athletic performance data; dates of attendance; degrees, honors and awards received; artwork or coursework displayed by the District; schools or school districts previously attended; and photographs, videotapes, digital images and recorded sound unless such records would be considered harmful or an invasion of privacy.

## **Community, Finance, Facilities, and District Operations**

### *Prohibition of Tobacco and Imitation Tobacco Products C-150-E*

To promote the health of all individuals, the District prohibits all employees, students and patrons from smoking or using tobacco products, electronic cigarettes or imitation tobacco or cigarette products in all District facilities, on District transportation, on all District grounds at all times and at any District-sponsored event or activity while off campus.

### *Use of Recording Devices or Drones C-165-E*

The District prohibits audio and visual recordings on District property, District transportation or at a District activity unless authorized by the Superintendent. Requests for such authorization must be made within a reasonable period of time prior to the recording. Unless otherwise specified by the Superintendent, the following exceptions to this prohibition apply:

1. The District or designated agents of the District may make audio or visual recordings to provide security, to maintain order, for staff or preservice teacher development use, or for educational purposes.
2. Students may record if required by a District-sponsored class or activity.
3. Individuals may record performances or activities to which the general public is invited such as athletic competitions, concerts and plays.
4. Individuals may record open meetings of the Board or District committees.
5. Outside entities may record an event when using or renting District facilities in accordance with District rules.
6. A parent or legal guardian of a student may audio record any meeting held under the IDEA or Section 504 of the Rehabilitation Act with no less than 24 hours' notice to the Director of Special Services or the student's Case Manager.

All unmanned aircraft systems (UAS), commonly known as drones, 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. All UAS operators must receive authorization from the Superintendent to operate a UAS on or over District property or at a District event.

#### *Advertising on District Property C-170-E*

It is the District's intent to maintain a nonpublic forum. Advertisement is prohibited on District property unless authorized by the Superintendent or designee. Prohibited advertising includes, but is not limited to, personal solicitations, signage, announcements, pamphlets, handouts, and any other dissemination of information regarding products or services available or for sale. The solicitation of information including, but not limited to, political campaigning, is also prohibited.

#### *Purchasing F-140-E*

Employees are required to comply with District purchasing guidelines. Comprehensive guidelines are located in District Policy. For the purposes of this Employee Manual, the following purchasing guidelines are particularly relevant:

- District staff members are encouraged to purchase products manufactured, assembled or produced in the United States.
- The District will follow all requirements for purchases undertaken with federal funds which are subject to the federal Uniform Grant Guidance (UGG) and other applicable federal law, including but not limited to the Education Department and General Administration Regulations (EDGAR) and the United States Department of Agriculture (USDA) regulations governing school food service programs.

Purchasing Generally: The Superintendent or designee will supervise District purchasing to ensure the following:

1. No purchase that may exceed \$25,000 will be made without prior Board approval, unless it is an emergency and is approved by the Superintendent.
2. Purchases may only be made through a purchase order, credit or purchasing card, or through petty cash.
3. All purchases must receive approval from the appropriate supervisor responsible for the budget code from which the purchase is made.
4. The Superintendent or designee must approve travel expenses such as airline tickets and hotel reservations.
5. All purchases must be appropriately documented consistent with District guidelines. Documentation related to purchases will be maintained in accordance with the Missouri Secretary of State's retention manual and include an audit trail linking the solicitation, evaluation, award and payment.
6. District staff will provide the District's tax-exempt letter to vendors before making any purchase that may be taxed.

7. No contract will be entered into or bill paid without the proper documentation and an affirmative vote from a majority of the whole Board.
8. Any contract to provide the District services in excess of \$5,000 to the District must be conditioned on the provider submitting a sworn affidavit and documentation affirming enrollment in E-Verify and stating that the provider does not knowingly employ any person who is not authorized to work in the U.S.

Credit and Purchasing Cards: The following rules apply to the use of District credit or purchasing cards:

1. The Board will set limitations on the use of the Superintendent's credit/purchasing card. The Superintendent will set the limit on all other credit/purchasing cards.
2. Any employee using a District card shall first sign a card usage agreement and receive training on procedures for card use.
3. Employees issued credit or purchasing cards must reconcile their statements every month. Documentation, including receipts and the appropriate budget code, will be produced for each item purchased.
4. The Superintendent or designee will examine all documentation prior to payment. If any purchase was made by an employee contrary to law, Board policy or administrative procedures, the Superintendent/designee will immediately confiscate the card.
5. District cards will not be used to purchase personal or unauthorized items.

Petty Cash: District administrators are responsible for the accounting of petty cash. All petty cash funds must be used exclusively for school purposes and appropriately documented.

#### *Fraud Prevention F-160-E*

Reporting Suspected Fraud or Financial Irregularities: Any person who has reason to suspect fraud or financial irregularities should report that suspicion to the Superintendent or designee as soon as practicable. Employees or District volunteers who suspect fraud or financial irregularities are required to report it and may be disciplined or dismissed for failing to do so. If the suspected fraud or financial irregularity directly involves the Superintendent, the report should be made to the Board President. Reports will be kept confidential to the extent allowed by law. The person making the report should not communicate directly with the suspected individual or individuals unless specifically authorized to do so.

#### *Expense Reimbursement F-175-E*

The purchasing procedures of the District are required to be followed for all regular purchasing practices. For emergency or special circumstances purchases, the Superintendent or designee may authorize the reimbursement of certain expenditures. Any reimbursed expenditures will fall within the District's budget, must contain documentation of why the expenditure occurred and receipts for the expenditure must be produced.

### *Travel Expenses F-180-E*

With prior written approval by the Superintendent, the District will pay reasonable expenses necessary for those who travel on District business. Each employee traveling on District business will file with the Superintendent or designee an itemized account of expenses incurred. Each employee will submit any other reports regarding travel as may be required by the Superintendent or designee.

Automobile travel will be reimbursed at the Internal Revenue Service (IRS) mileage rate applicable at the time of travel. Reasonable travel costs must not exceed charges normally allowable by the District in its normal operations. Commercial air travel must be the least expensive, unrestricted accommodation class.

Travel documentation should include an itemized account of expenses incurred, written justification for participation on behalf of the District, the reasonableness of costs incurred, and consistency with District rules. Such documentation should also include a list of District attendees, the agenda or program, and Superintendent's written approval.

### *Traffic and Parking Control F-210-E*

All District parking lots and sidewalks are under the control of the Superintendent or designee, and subject to restrictions deemed appropriate by the administration. Vehicles on school property are subject to search in accordance with law. District parking lots carry the same restrictions from weapons or items prohibited from District buildings. Administrators have the ability to restrict or prohibit vehicles from being on school property, and administrators have the ability to request vehicles be moved. If individuals refuse to comply with the request of the administrator, the vehicle may be towed at the owner's expense.

### *Safety F-225-E*

The District has developed a Comprehensive Safety Plan which can be located by contacting the District's Director of School Police and Safety.

### *Emergency Preparedness Plan F-230-E*

The District has developed an Emergency Preparedness Plan which can be located by contacting the District's Director of School Police and Safety.

### *Firearms and Weapons F-235-E*

Weapons may only be possessed on school property by commissioned law enforcement officers, other specifically trained individuals, or for unless specifically authorized by the superintendent for the purpose of a school-sanctioned firearm related activity.

Examples of school sanctioned events include gun safety courses for students, military student programs, or school-sponsored club shooting team. A weapon is defined as a device readily capable of lethal use, or a device designed to mimic a weapon. Unless exempted by this policy, weapons are banned from all District property and District

related events, as allowed by law. The District will follow all state and federal law that addresses the discipline of individuals that violate this policy.

#### *Communicable Diseases F-245-E*

Medical information of students and employees is highly confidential, and the District will take necessary steps to protect the medical information of individuals, except as provided by law on a need to know basis.

Employees are not allowed to work if they have a medical condition that is communicable, unless they have a written statement from their physician clearing them to work, and the appropriate school personnel have agreed with the precautionary measures, as necessary, offered by the treating physician, as permitted by law. The Superintendent or designee will work with local agencies and the State Health Department on identifying categories of potential risk, procedures for cleaning body fluids, and procedures for dealing with communicable disease in individuals. District funds will be utilized for the purchase of equipment and supplies necessary to appropriately clean body fluids. The Superintendent or designee is permitted to communicate personally identifiable health information of students and employees with other governmental agencies, as permitted by law.

Students, employees and visitors to schools may not be present on school property unless they have received the appropriate immunizations required by law, unless they are appropriately exempted.

#### *Animals on District Property F-250-E*

Eligible students or adults with disabilities may utilize a service animal on District property or District events as required by law and the conditions of this policy. The District will not discriminate based on an individual's disability.

The definition of a service animal will be based upon state and federal law. The task of a service animal must be based upon the disability of the individual. The "deterrent of crime" effect of a service animal's presence and the provision of emotional support, well-being, comfort, or companionship does not constitute work or task for the purpose of this definition.

The definition of a service animal applies to a dog, and in some cases a miniature horse. If a miniature horse, the District will determine if the presence of the horse compromises facility safety requirements, and what modifications might need to be made because of the weight and size of the horse. The District may inquire what task or work the animal has been trained to perform, and whether the animal is required because of a disability.

Service animals will not be allowed on District property if they present a safety risk or a health threat to students, employees or visitors. The District is permitted to make additional inquiries of the individual or service animal as permitted by law.



### *Technology F-265-E*

The Superintendent or designee will delegate responsibility for the District's technology system to a school employee. In addition, the District may contract with one or more vendors to assist in the overall operation of the technology system of the District. The District's technology system shall be considered a closed forum to the extent allowed by law.

The technology resources of the District may only be utilized by individuals authorized by the District. Students, employees and Board members are required to sign a User Agreement prior to utilization of the technology resources of the District. Users do not have an expectation of privacy in utilizing any District technology resources.

Users of District technology are subject to necessary review of data accessed or stored on District technology and technology equipment, as allowed by law. The District will utilize a content filter system to help prevent minors from accessing inappropriate information and the District will retain data stored electronically as required by law. The District will monitor the online activity of students in compliance with the Children's Internet Protection Act (CIPA).

### *Copyrighted Materials F-270-E*

A summary of copyright laws is posted by each copy machine in the District and the same information is posted on the District's website. If any student or employee believes copyright or intellectual laws have been violated, they should report the issue to the building administration. The building administration will refer the matter to the Superintendent's office for coordination of an investigation into the allegation.

### *District Wellness Plan F-290-E*

#### District Standards

*Standards for All Foods and Beverages Sold to Students at School and During the School Day:* The District will ensure that student access to foods and beverages meet federal, state and local laws and guidelines including, but not limited to, USDA National School Lunch and School Breakfast nutrition standards and USDA Smart Snacks in School nutrition standards.

The District will offer students a variety of age-appropriate, healthy food and beverage selections with plenty of fruits, vegetables, and whole grains aimed at meeting the nutrition needs of students within their calorie requirements in order to promote student health and reduce childhood obesity.

*Standards for All Foods and Beverages Provided, But Not Sold to Students during the School Day:* Food and beverages from an external source provided, but not sold, to students during the school day must be prepackaged with a nutrition label. The school, teacher or designated sponsor shall be notified of items 24 hours in advance for planning purposes. The District will continue to educate students and community about available healthy choices.

**Employee Wellness:** The District Wellness Committee will have a sub-committee that focuses on the health and wellness of employees. This sub-committee will work closely with the Human Resources department, and/or the Superintendent in relation to any potential initiatives or incentives for employees.

*District Discipline Scope and Sequence S-170-E*

1. **Alcohol/Drugs:** The use, sale, transfer, distribution, possession, or being under the influence of unauthorized prescription drugs, alcohol, narcotic substances, unauthorized inhalants, controlled substances, illegal drugs, or counterfeit substances on any District property, vehicles, or at District-sponsored events.

Offenses in categories 1A and 1B are cumulative in grades 6-8 and 9-12. Prohibited products will be confiscated.

**A. Possession or Use** (school police notified).

Offense	Elementary School	Middle School	High School
1st	Conference - 10 days OSS or 5 days OSS with counseling`	2-10 days OSS or 5 days OSS with counseling if 10 days are assigned	2-10 days OSS or 5 days OSS with counseling if 10 days are assigned
2nd	5-10 days OSS + (up to 180 days OSS or expulsion)	10 days OSS + (up to 180 days OSS or expulsion)	10 days OSS + (up to 180 days OSS or expulsion)

**B. Sale or Distribution** (school police report required).

Offense	Elementary School	Middle School	High School
1st	Conference - 10 days OSS	2-10 days OSS	2-10 days OSS with counseling – not reducible
2nd	10 days OSS + (up to 180 days OSS or expulsion)	10 days OSS + (up to 180 days OSS or expulsion)	10 days OSS + (up to 180 days OSS or expulsion)

2. **Arson:** Starting or attempting to start a fire or causing or attempting to cause an explosion. Arson violations are divided into two categories

**A. Class I Arson Offense** (school police notified): Arson that causes no appreciable property damage, injury to persons or interruptions to the educational or extracurricular process; or an attempt to commit arson.

Offense	Elementary School	Middle School	High School
1st	Conference - 1 day OSS	2-6 days OSS	3-7 days OSS
2nd	3 days ISS - 5 days OSS	6-10 days OSS	6-10 days OSS

3rd	3-10 days OSS	10 days OSS	10 days OSS + (up to 180 days OSS or expulsion)
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**B. Class II Arson Offense** (school police report required): Arson that causes property damage, injury to persons or interruption to the educational or extracurricular process.

Offense	Elementary School	Middle School	High School
1st	1-10 days OSS	4-10 days OSS	4-10 days OSS + (up to 180 days OSS or expulsion)
2nd	10 days OSS + (up to 180 days OSS or expulsion)	10 days OSS + (up to 180 days OSS or expulsion)	10 days OSS + (up to 180 days OSS or expulsion)

3. **Assault:** Knowingly causing or attempting to cause serious physical injury or death to another person, recklessly causing serious physical injury to another person, or any other act that constitutes criminal assault in the first or second degree. Assault is divided into six categories. Offenses in 3A, 3B, 3C, and 3D are cumulative during each academic school year in grades 6-12.

**A. Class I Assault/Fighting** (school police notified): Behavior that does not meet the definition of Class II Assault/Fighting toward a person who does not indicate and desire to fight and thereafter does not engage in such conduct.

Offense	Elementary School	Middle School	High School
1st	Conference - 1 day ISS	2-5 days OSS	3-5 days OSS
2nd	1 day ISS - 3 days ISS	5-10 days OSS	5-10 days OSS
3rd	3 days ISS - 10 days OSS	10 days OSS + (up to 180 days OSS or expulsion)	10 days OSS + (up to 180 days OSS or expulsion)

**B. Class II Assault/Fighting** (school police report required): Behavior toward a person who does not indicate a desire to fight and thereafter does not engage in such conduct, which causes significant physical injury (e.g. stitches, broken bones, unconsciousness, or where an ambulance must be called to care for any person).

Offense	Elementary School	Middle School	High School
1st	1 day ISS - 5 days OSS	5-10 days OSS	5-10 days OSS
2nd	3 days ISS - 10 days OSS + (up to 180 days OSS or expulsion)	10 days OSS + (up to 180 days OSS or expulsion)	10 days OSS + (up to 180 days OSS or expulsion)

**C. Class I Fighting/Assault** (school police notified): Physical conflict involving two or more participants that does not cause significant physical injury (i.e., stitches, broken bones, unconsciousness or where an ambulance must be called to care for any person) to any person engaged in the physical conflict.

Offense	Elementary School	Middle School	High School
1st	Conference - 1 day ISS	2-5 days OSS	3-5 days OSS
2nd	1 day ISS - 3 days OSS	5-10 days OSS	5-10 days OSS
3rd	3 days ISS - 10 days OSS	10 days OSS + (up to 180 days OSS or expulsion)	10 days OSS + (up to 180 days OSS or expulsion)

**D. Class II Fighting/Assault** (school police report required): Physical conflict involving two or more participants that causes significant physical injury, as defined above, to any person engaged in the physical conflict.

Offense	Elementary School	Middle School	High School
1st	1 day ISS - 5 days OSS	5-10 days OSS	5-10 days OSS
2nd	3 days ISS - 10 days OSS	10 days OSS + (up to 180 days OSS or expulsion)	10 days OSS + (up to 180 days OSS or expulsion)

**E. Threatening to Fight** (school police notified): Expression of the intent to engage in assaultive behavior toward another, including intimidating behavior or language characterized as bullying.

Offense	Elementary School	Middle School	High School
1st	Conference - 1 day ISS	Conference - 3 days ISS	1 day ISS- 3 days OSS
2nd	1 day ISS - 1 day OSS	1-3 days OSS	3-5 days OSS
3rd	2 days ISS - 5 days OSS	5-10 days OSS	5-10 days OSS

**F. Assaultive Behavior Toward School Personnel** (school police notified and report at officer discretion): Assaultive behavior toward a District employee whether the conduct occurs on or off District property; threatening to engage in assaultive behavior toward a school District employee whether the conduct occurs on or off District property; or verbal or physical intimidating conduct toward a District employee whether the conduct occurs on or off District property.

<b>Offense</b>	<b>Elementary School</b>	<b>Middle School</b>	<b>High School</b>
1st	3 days ISS - 10 days OSS	10 days OSS + (up to 180 days OSS)	10 days OSS + (up to 180 days OSS or expulsion)
2nd	5-10 days OSS+ (up to 180 days OSS or expulsion)	10 days OSS + (up to 180 days OSS or expulsion)	10 days OSS + (up to 180 days OSS or expulsion)

**G. Assaultive Behavior Toward Nonstudents** (school police notified and report at officer discretion): Assaultive behavior toward nonstudents including, but not limited to, student teachers, visitors, voters, volunteers, law enforcement personnel; threatening to engage in assaultive behavior toward nonstudents; or verbally or physically intimidating conduct toward nonstudents on District property or at District-sponsored events.

<b>Offense</b>	<b>Elementary School</b>	<b>Middle School</b>	<b>High School</b>
1st	3-10 days OSS	10 days OSS + (up to 180 days OSS)	10 days OSS + (up to 180 days OSS or expulsion)
2nd	10 days OSS+ (up to 180 days OSS or expulsion)	10 days OSS + (up to 180 days OSS or expulsion)	10 days OSS + (up to 180 days OSS or expulsion)

**H. Threats of Violence Toward a Person** (school police notified and report at officer discretion): Verbal, written or physical communication of a threat. This may include, but is not limited to, threats to do any of the following:

- a. To inflict serious physical injury or death;
- b. To bring a weapon onto District property or the immediate vicinity thereof;
- c. To possess a weapon while traveling to or from school; or
- d. To use a weapon upon any person.

<b>Offense</b>	<b>Elementary School</b>	<b>Middle School</b>	<b>High School</b>
1st	2 days ISS - 10 days OSS+ (up to 180 days OSS or expulsion)	2-10 days OSS + (up to 180 days OSS or expulsion)	2-10 days OSS + (up to 180 days OSS or expulsion)
2nd	5-10 days OSS+ (up to 180 days OSS or expulsion)	10 days OSS + (up to 180 days OSS or expulsion)	10 days OSS + (up to 180 days OSS or expulsion)

- I. **Threats of Violence Involving Property** (school police notified and report at officer discretion): Verbal, written or physical communication of a threat to inflict serious property damage on District property. This may include, but is not limited to, threats to inflict serious damage to District property using any weapon(s).

Offense	Elementary School	Middle School	High School
1st	2 days ISS - 10 days OSS + (up to 180 days OSS or expulsion)	2-10 days OSS + (up to 180 days OSS or expulsion)	2-10 days OSS + (up to 180 days OSS or expulsion)
2nd	5-10 days OSS + (up to 180 days OSS or expulsion)	10 days OSS + (up to 180 days OSS or expulsion)	10 days OSS + (up to 180 days OSS or expulsion)

4. **Technology Misconduct/Unauthorized Use of Technology:** Gaining or attempting to gain unauthorized access to or interfering with a technology system or information, using any type of electronic device without permission, or recording audio or visual information without express permission for educational purposes or in a manner inconsistent with the terms of the Technology Usage Agreement or District rules.

**A. Unauthorized Use of a Computer:**

- 1) Use of a computer, hand-held device or any computer system to access, without authorization, a database, computer network or computer system owned by the District or an employee of the District;
- 2) Use of a District computer, hand-held device or any computer system to access, without authorization, database, computer network or computer system owned by the District or any other person or entity;
- 3) Use of a computer, hand-held device or any computer system on District property, District transportation, or at a District-related event, to download or review data or other materials from a database, computer network or computer system, with or without authorization, when access or downloading such data is prohibited, is pornographic or advocates violence; or
- 4) Use of a District computer, personal computer, hand-held device or any computer system to do, or attempt to do, any of the following:
  - a. Bypass a District web filter (CIPA filter)
  - b. Install any executable file on a District server or computer
  - c. Access unauthorized files from District servers
  - d. Access a proxy server (anonymizer)
  - e. Obtain and/or store images that, in the opinion of the District, are pornographic (whether or not they are blocked by web filters)

- f. Download and/or store music and/or movie files on District servers without authorization
- g. Engage in other activity that is prohibited by the District or the administration of the school

Offense	Elementary School	Middle School	High School
1st	Conference - 5 days ISS	Conference - 5 days OSS	Conference - 5 days OSS
2nd	3 days ISS - 10 days OSS	3-10 days OSS	3-10 days OSS
3rd	10 days OSS + (up to 180 days OSS or expulsion)	10 days OSS + (up to 180 days OSS or expulsion)	10 days OSS + (up to 180 days OSS or expulsion)

**B. Tampering with Computer Equipment or Data** (school police notified):

- 1) Modification or destruction of data or programs that reside or exist internal to a District computer, computer system or computer network;
- 2) Modification or destruction of programs or supporting documentation residing or existing external to a District computer, computer system or network;
- 3) To disclose or take data, programs or supporting documentation that resides or exists internal or external to a District computer, computer system or computer network; or
- 4) \*\*\*Entry into a District computer, computer system or computer network to intentionally examine information about another person or entity, in the opinion of the district including, but not limited to:
  - a. Using tools to gain access (e.g., Nwperak, Legion)
  - b. Privilege escalation and back door tools (e.g., Getadmin, Trojans, Netcat)
  - c. Enumeration tools to identify hosts and users (e.g., Smurf, Teardrop, Syndrop)
  - d. Countermeasure tools (e.g., BlackICE, Realsecure)
  - e. Scanning tools (e.g., nmap, udpscan)
  - f. Any other tools that could be used to bypass District computer or other security systems, in the opinion of the District.

\*\*\*Explanation of Subsection 4: This subsection contains three qualifying actions on the part of the perpetrator:

1. *Entry* into a District computer, computer system or computer network. This means to obtain access to the system in question by any means/method.
2. *...to intentionally* examine information. This means that the individual acted with intent.

3. ...about *another person or entity*. This means the individual intended to obtain information about another person or entity.
4. The subsection then provides examples (but is not limited to them):
  - a. Using tools to gain access, meaning the individual used software or hardware that assisted in obtaining entry into the system in question.
  - b. Privilege escalation and back door tools, meaning the individual altered his or her permission settings for the system in question.
  - c. Enumeration tools to identify hosts and users, meaning the individual sought to obtain a list of systems and/or users.
  - d. Countermeasure tools, meaning the individual used software or hardware designed to defeat security measures.
  - e. Scanning tools, meaning the individual used software or hardware designed to gather data about the system in question.
  - f. Any other tools that could be used to bypass District computer or other security systems, meaning the individual used software or hardware not covered by items 4.a. 4.e. to tamper with computer equipment or data.

Offense	Elementary School	Middle School	High School
1st	3-5 days OSS	5-10 days OSS	5-10 days OSS
2nd	5-10 days OSS	10 days OSS + (up to 180 days OSS or expulsion)	10 days OSS + (up to 180 days OSS or expulsion)

**C. Class I Inappropriate Use of Electronic Devices:** Act of using an electronic device to record, publish or display audio or visual images of faculty, staff or other students in or around school premises in areas where no reasonable expectation of privacy exists, without prior approval of school personnel, and the recorded, published or displayed material depicts things such as, but not limited to: faculty or staff in the classroom; acts of violence; disruptions to the school environment; or other acts prohibited by the District’s disciplinary guidelines.

Offense	Elementary School	Middle School	High School
1st	1 day ISS - 3 days OSS	1 day ISS - 3 days OSS	1 day ISS - 3 days OSS
2nd	3-7 days OSS	3-7 days OSS	3-7 days OSS
3rd	10 days OSS	10 days OSS	10 days OSS

**D. Class II Inappropriate Use of Electronic Devices** (school police notified): Any use of an electronic device to record, publish or display



audio or visual images of faculty, staff, students or other persons when the subject would have a reasonable expectation of privacy is strictly prohibited, regardless of the content of the material. Individuals have a reasonable expectation of privacy, specifically with respect to this policy only, in a restroom or locker room, but other locations may also be subject to the same reasonable expectation of privacy. This policy also applies to areas of the body over which a person has a reasonable expectation of privacy. This policy is applicable to all district locations and facilities and also to extracurricular and District-related activities that are and are not on the premises of the District.

Offense	Elementary School	Middle School	High School
1st	2 days ISS - 10 days OSS + (up to 180 days OSS or expulsion)	2 days ISS - 10 days OSS + (up to 180 days OSS or expulsion)	2 days ISS - 10 days OSS + (up to 180 days OSS or expulsion)

**E. Minor Technology Offenses:** Inappropriate use of a school computer, personal computer, handheld device or any other computer system or electronic device when the use of the device is for a non-educational purpose and occurs during instructional time. Examples include, but are not limited to: listening to music after being instructed not to do so; using the Internet for non-educational purposes during class time; playing games on a device during instructional time. Teachers will monitor and document offenses through a system established at the site level.

Offense	Elementary School	Middle School	High School
1st	Conference - Detention	Conference - Detention	Conference - 1 day ISS
2nd	Conference - 1 day ISS	Detention - 1 day ISS	1-2 days ISS
3rd	1-2 days ISS	1-2 days ISS	2 days ISS

**F. Inappropriate Cell Phone Electronic Device Use:** The use of an electronic communication device such as a cell phone, pager or a similar device will be at site discretion during the school day. Teachers may allow phones for specific instructional purposes. The use of a device will occur if the device is in the on position and/or if voice, text, photo or video messaging takes place during the school day. The District is not responsible for lost, damaged or stolen devices. A cell phone may be confiscated from a student and taken to the office, due to repeated usage occurrences during school hours or disruption of learning in the classroom. This decision will be made in conjunction with the teacher and administrator. The parent/guardian will be required to pick up the cell phone.

<b>Offense</b>	<b>Elementary School</b>	<b>Middle School</b>	<b>High School</b>
1st	Conference	Conference	Conference - Detention
2nd	Detention - 1-2 days ISS	Detention - 1-3 days ISS	1 day ISS
3rd	Detention - 2-3 days ISS	Detention - 3-5 days ISS	1-2 days ISS
4th	1-2 days ISS	1-2 days ISS	2 days ISS

5. **Defiance of Authority or Disrespect for Authority:** Defiance of authority or disrespect for authority is divided into two categories:

A. **Defiance of Authority:** Refusal to comply with a reasonable request or direction of school personnel or others in authority where there is no accompanying expression of disrespect for authority.

<b>Offense</b>	<b>Elementary School</b>	<b>Middle School</b>	<b>High School</b>
1st	Conference - 1 day ISS	Conference - 2 days ISS	Conference - 2 days ISS
2nd	Conference - 3 days ISS	2 days ISS - 1 day OSS	2 days ISS - 1 day OSS
3rd	1 day ISS - 2 days OSS	3 days ISS - 3 days OSS	3 days ISS - 3 days OSS
4th	3 days ISS - 3 days OSS	3-5 days OSS	3-5 days OSS
5th	4 days ISS - 10 days OSS	5-10 days OSS + (up to 180 days OSS or expulsion)	5-10 days OSS + (up to 180 days OSS or expulsion)

B. **Disrespect for Authority:** Overt conduct that exhibits a lack of proper respect for school personnel or others in authority. Overt conduct includes, but is not limited to: incivility, irreverence, impudence, discourteousness or profanity directed toward any person in authority; or such conduct toward any District employee during or in conjunction with any District-sponsored or District-directed activity either on or off District property.

<b>Offense</b>	<b>Elementary School</b>	<b>Middle School</b>	<b>High School</b>
1st	Conference - 1 day ISS	1 day ISS - 3 days OSS	1 day ISS - 5 days OSS
2nd	Conference - 3 days ISS	3 days ISS - 5 days OSS	1-10 days OSS
3rd	1 day ISS - 2 days OSS	3-10 days OSS*	5-10 days OSS
4th	3 days ISS - 3 days OSS	10 days OSS	10 days OSS + (up to 180 days OSS or expulsion)

5th	4 days ISS - 10 days OSS	10 days OSS + (up to 180 days OSS or expulsion)	10 days OSS + (up to 180 days OSS or expulsion)
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6. **Destruction of Property/Vandalism:** Conduct that destroys, mutilates, vandalizes or defaces objects, buildings, materials or property belonging to the District or District personnel wherever the property is located; or toward property of others that is located on District property. Destruction of property/vandalism is divided into two categories:

A. **Class I Destruction of Property/Vandalism Offense** (school police notified): Conduct that involves destruction of property/vandalism where the property destroyed/vandalized has a market value, replacement, cleanup or repair cost of less than \$500, in the opinion of the building administrator.

Offense	Elementary School	Middle School	High School
1st	Conference - 1 day ISS + restitution	1 day ISS - 3 days OSS + restitution	1 day ISS - 3 days OSS + restitution
2nd	1 day ISS - 5 days OSS + restitution	4-10 days OSS + restitution	4-10 days OSS + restitution
3rd	3 days ISS - 10 days OSS + restitution	10 days OSS + restitution	10 days OSS + restitution

B. **Class II Destruction of Property/Vandalism Offense** (school police notified): Conduct that involves destruction of property/vandalism where the property destroyed/vandalized has a market value, replacement, cleanup or repair cost of \$500 or more, in the opinion of the building administrator.

Offense	Elementary School	Middle School	High School
1st	1-5 days OSS + restitution	3-10 days OSS + restitution + (up to 180 days OSS or expulsion)	3-10 days OSS + restitution + (up to 180 days OSS or expulsion)
2nd	5-10 days OSS + restitution	10 days OSS + (up to 180 days OSS or expulsion) + restitution	10 days OSS + (up to 180 days OSS or expulsion) + restitution

7. **Disorderly Conduct:** Disorderly conduct is divided into the following categories:

A. **Disorderly Conduct Outside the Classroom:** Conduct outside of the classroom that is riotous, intimidating, rowdy, disruptive or unruly

including, but not limited to, the use of non-directed profanity, offensive/inappropriate language, or physical contact that does not meet the definition of a fight or assault under other areas of this code. This offense may require administration to notify staff members on a need-to-know basis.

Note: Elementary School - Disorderly conduct could include conduct such as mooning or de-panting. Middle School/High School - For mooning, see Sexual Misconduct A. For de-panting, see Inappropriate Physical Harassment.

Offense	Elementary School	Middle School	High School
1st	Conference - 1 day ISS	Conference - 1 day ISS	Conference - 2 days ISS
2nd	Conference - 3 days ISS	1-3 days ISS	1-3 days ISS
3rd	1 day ISS - 1 day OSS	2 days ISS – 1 day OSS	2 days ISS - 1 day OSS
4th	3 days ISS - 3 days OSS	1-3 days OSS	1-3 days OSS
5th	2-10 days OSS	4-10 days OSS	4-10 days OSS

- B. Disorderly Conduct in the Classroom:** Riotous, intimidating, rowdy, disruptive or unruly conduct that breaks up the order or progress of the educational process in the classroom, the general use of non-directed profanity in the classroom, or physical contact that does not meet the definition of a fight or assault under other areas of this code. This offense may require administration to notify staff members on a need-to-know basis.

Note: Elementary School - Disorderly conduct could include conduct such as mooning or de-panting. Middle School/High School - For mooning, see Sexual Misconduct A. For de-panting, see Inappropriate Physical Harassment.

Offense	Elementary School	Middle School	High School
1st	Conference - 1 day ISS	Conference - 1 day ISS	Conference - 2 days ISS
2nd	Conference - 3 days ISS	1-3 days ISS	1-3 days ISS
3rd	1 day ISS - 1 day OSS	2 days ISS – 1 day OSS	2 days ISS -1 day OSS
4th	3 days ISS - 3 days OSS	1-3 days OSS	1-3 days OSS
5 <sup>th</sup>	2-10 days OSS	4-10 days OSS	4-10 days OSS

C. **Group Disorderly Conduct** (school police notified): Riotous, intimidating, rowdy, disruptive or unruly conduct that breaks up the order or progress of the educational process or district-sponsored or directed activities, where two or more persons are involved and/or act in concert, including gang-related behavior or attire.

Offense	Elementary School	Middle School	High School
1st	Conference - 10 days OSS	3-10 days OSS + (up to 180 days OSS or expulsion)	3-10 days OSS + (up to 180 days OSS or expulsion)

D. **Promotion of a Fight** (school police notified and report at officer discretion): Non-physical acts that instigate, encourage or perpetuate, or attempt to instigate, encourage or perpetuate, any acts of assaultive behavior.

Offense	Elementary School	Middle School	High School
1st	Conference - 3 days ISS	Conference - 3 days ISS	Conference - 3 days OSS
2nd	Conference - 1 day OSS	1-3 days OSS	3-5 days OSS
3rd	1 day ISS - 3 days OSS	5-7 days OSS	5-7 days OSS
4th	2 days ISS - 5 days OSS	7-10 days OSS	7-10 days OSS

E. **Physical Disorderly Conduct** (school police notified): Conduct outside of the classroom that is riotous, intimidating, rowdy, disruptive or unruly which is physical in nature but that does not meet the definition of the fighting or assault category within this document.

Offense	Elementary School	Middle School	High School
1st	Conference – 1 day ISS	Conference – 1 day OSS	Conference – 1 day OSS
2nd	Detention – 2 days ISS	1 day ISS – 2 days OSS	1 day ISS – 2 days OSS
3rd	2 days ISS – 2 days OSS	3 days ISS – 3 days OSS	3 days ISS – 3 days OSS

8. **Explosive Devices, Use or Possession of:** Possession or use of explosive devices is divided into two categories:

A. **Class I Explosive Devices** (school police notified): Possession or use of fireworks that are otherwise legal to possess.

***Class I Explosive Devices Possession***

<b>Offense</b>	<b>Elementary School</b>	<b>Middle School</b>	<b>High School</b>
1st	Conference - 3 days ISS	Conference - 1 day OSS	Conference - 3 days OSS
2nd	1-5 days OSS	2-5 days OSS	3-10 days OSS
3rd	5-10 days OSS	5-10 days OSS	5-10 days OSS

***Class I Explosive Devices Use or Attempted Use***

<b>Offense</b>	<b>Elementary School</b>	<b>Middle School</b>	<b>High School</b>
1st	1 day ISS - 10 days OSS	5-10 days OSS	5-10 days OSS
2nd	10 days OSS + (up to 180 days OSS or expulsion)	10 days OSS + (up to 180 days OSS or expulsion)	10 days OSS + (up to 180 days OSS or expulsion)

- B. **Class II Explosive Devices** (school police report required): Possession or use of explosives, incendiary devices, bombs or similar devices; possession of materials to manufacture such devices in whole or in part; or possession of instructions or directions for the manufacture of such devices or other explosive devices.

<b>Offense</b>	<b>Elementary School</b>	<b>Middle School</b>	<b>High School</b>
1st	1-10 days OSS	10 days OSS + (up to 180 days OSS or expulsion)	10 days OSS + (up to 180 days OSS or expulsion)

9. **Extortion:** Threatening or intimidating any person for the purpose of obtaining money or anything of value.

<b>Offense</b>	<b>Elementary School</b>	<b>Middle School</b>	<b>High School</b>
1st	Conference - 3 days OSS	Conference - 3 days OSS	Conference - 3 days OSS
2nd	1 day ISS - 10 days OSS	4-10 days OSS + (up to 180 days OSS)	4-10 days OSS + (up to 180 days OSS)

10. **Falsification of Information:** Falsification of information or records is divided into two categories:

- A. **Giving False Information/Falsifying School Records:** Falsely altering any record maintained by the District; or filing, processing or using false information with the District with the intent to deceive District personnel.

<b>Offense</b>	<b>Elementary School</b>	<b>Middle School</b>	<b>High School</b>
1st	Conference - 2 days ISS	Conference - 2 days ISS	Conference - 2 days ISS
2nd	1-3 days ISS	2 days ISS - 3 days OSS	2 days ISS - 3 days OSS
3 <sup>rd</sup>	1-3 days OSS	3-5 days OSS	3-5 days OSS
4th	3-10 days OSS	5-10 days OSS	5-10 days OSS

**B. Forgery:** Conduct that consists of making and/or using a signed document that purports to have been signed by another.

<b>Offense</b>	<b>Elementary School</b>	<b>Middle School</b>	<b>High School</b>
1st	Conference - 2 days ISS	Conference - 2 days ISS	Conference - 2 days ISS
2nd	2-5 days ISS	2 days ISS - 3 days OSS	2 days ISS - 3 days OSS
3rd	1-3 days OSS	3-5 days OSS	3-5 days OSS
4th	3-10 days OSS	5-10 days OSS	5-11 days OSS

11. **Filing a False Emergency Report:** Knowingly giving false information to any law enforcement officer, school police officer, fire department officer, District employee (or other person who deals with emergencies) that an emergency is occurring or has occurred. Filing a false emergency report is divided into two categories:

A. **Class I Filing a False Emergency Report Offense** (*school police notified*): Filing a false emergency report that does not disrupt any educational, extracurricular activity or the school environment such as, but not limited to, a false 911 call.

<b>Offense</b>	<b>Elementary School</b>	<b>Middle School</b>	<b>High School</b>
1st	Conference - 5 days OSS; charges filed	3 days ISS - 5 days OSS; charges filed	1-5 days OSS; charges filed
2nd	3-10 days OSS; charges filed	6-10 days OSS; charges filed	5-10 days OSS; charges filed

B. **Class II Filing a False Emergency Report Offense** (*school police report required*): Filing a false emergency report that disrupts an education or extracurricular activity or the school environment such as, but not limited to, pulling a fire alarm or making a bomb threat.

<b>Offense</b>	<b>Elementary School</b>	<b>Middle School</b>	<b>High School</b>
1st	Conference - 10 days OSS; charges filed	10 days OSS; charges filed	10 days OSS + (up to 180 days OSS or expulsion); charges filed

12. **Gambling** (school police notified, Promoting Gambling, 1<sup>st</sup> degree): Betting something of value upon the outcome of a contest, event, assignment, or game of chance.

<b>Offense</b>	<b>Elementary School</b>	<b>Middle School</b>	<b>High School</b>
1st	Conference - 3 days ISS	Conference - 3 days ISS	Conference - 3 days ISS
2nd	3 days ISS - 3 days OSS	3 days ISS - 3 days OSS	3 days ISS - 3 days OSS
3rd	3-10 days OSS	3-10 days OSS	2-10 days OSS

13. **Harassment**: Harassment is generally defined as conduct which violates Board of Education Policy C-130-P, Equal Opportunity and Prohibition Against Discrimination, Harassment, and Retaliation. Harassment is divided into four categories.

**A. Inappropriate Non-Physical Harassment** (*school police notified*):

Harassment that is inappropriate (verbal, written, non-verbal or non-physical) conduct such as, but not limited to, demeaning comments or jokes concerning a person's race, color, religion, sex, national origin or disability or requests for sexual favors, sexual advances or other non-physical conduct of a sexual nature.

<b>Offense</b>	<b>Elementary School</b>	<b>Middle School</b>	<b>High School</b>
1st	Conference - 1 day OSS	Conference - 3 days OSS	Conference - 3 days OSS
2nd	3 days ISS - 3 days OSS	3 days ISS - 5 days OSS	3 days ISS - 5 days OSS
3rd	3-10 days OSS	3-10 days OSS	3-10ays OSS

**B. Inappropriate Physical Harassment** (*school police notified*):

Harassment that is physical in nature including hazing or physical tormenting of a person because of the person's race, color, religion, sex, national origin or disability; or conduct such as de-panting or sexual advances or other physical conduct of a sexual nature that does not constitute sexual misconduct.

Note: Elementary School: Disorderly conduct or disorderly conduct in the classroom could include conduct such as de-panting.



<b>Offense</b>	<b>Elementary School</b>	<b>Middle School</b>	<b>High School</b>
1st	Conference - 1 day OSS	2 days ISS - 3 days OSS	2 days ISS - 3 days OSS
2nd	1 day OSS - 5 days OSS	3-10 days OSS	3-10 days OSS
3rd	3-10 days OSS	10 days OSS + (up to 180 days OSS or expulsion)	10 days OSS + (up to 180 days OSS or expulsion)

**C. Bullying** (school police notified): Intimidation, unwanted aggressive behavior or harassment that is repetitive or is substantially likely to be repeated and causes a reasonable student to fear for his or her physical safety or property; substantially interferes with the educational performance, opportunities, or benefits of any student without exception; or substantially disrupts the orderly operation of the school.

Bullying includes, but is not limited to: physical actions, including violence, gestures, theft or property damage; oral, written or electronic communication, including name-calling, put-downs, extortion or threats; or threats of reprisal or retaliation for reporting such acts. Cyberbullying is a form of bullying committed by transmission of a communication including, but not limited to, a message, text, sound or image by means of an electronic device including, but not limited to, a telephone, wireless telephone or other wireless communication device, computer or pager.

<b>Offense</b>	<b>Elementary School</b>	<b>Middle School</b>	<b>High School</b>
1st	Conference - 2 days ISS	Conference - 2 days OSS	Conference - 2 days OSS
2nd	2 days ISS - 3 days OSS	3 days ISS - 5 days OSS	3 days ISS - 5 days OSS
3rd	3-10 days OSS	5-10 days OSS + (up to 180 days OSS or expulsion)	5-10 days OSS + (up to 180 days OSS or expulsion)

**D. Hazing** (school police notified): Any activity, on or off District 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 school-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 consumption of any food, liquor, drug or other substance; forcing inhalation or ingestion of tobacco products; 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.

Offense	Elementary School	Middle School	High School
1st	Conference - 3 days OSS	Conference - 3 days OSS	Conference - 3 days OSS
2nd	4 days ISS - 10 days OSS	4-10 days OSS	4-10 days OSS
3rd	10 days OSS + (up to 180 days OSS or expulsion)	10 days OSS + (up to 180 days OSS or expulsion)	10 days OSS + (up to 180 days OSS or expulsion)

14. **Sexual Misconduct:** Sexual misconduct is divided into three categories:

- A. **Class I Sexual Misconduct** (school police report required): The exhibition, video, digital or print display of a person’s genitals, buttocks or the female breasts. Mooning is considered Class I Sexual Misconduct.

Note: Elementary School Disorderly conduct or disorderly conduct in the classroom could include conduct such as mooning.

Offense	Elementary School	Middle School	High School
1st	Conference - 3 days OSS	1 day ISS - 3 days OSS	1-3 days OSS
2nd	3 days ISS - 5 days OSS	2 days ISS - 5 days OSS	3-5 days OSS
3rd	6-10 days OSS	5-10 days OSS + (up to 180 days OSS or expulsion)	5-10 days OSS + (up to 180 days OSS or expulsion)

- B. **Class II Sexual Misconduct** (school police report required): Conduct that is consensual and of a sexual nature by or between students that involves the intentional physical contact with a person’s clothed or unclothed genitals, buttocks or the breasts of a female.

Offense	Elementary School	Middle School	High School
1st	3 days ISS - 5 days OSS	3 days ISS - 5 days OSS	1-5 days OSS

2nd	6-10 days OSS	6-10 days OSS	6-10 days OSS
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C. **Class III Sexual Misconduct** (school police report required): Conduct that is consensual and of a sexual nature by or between students such as sexual intercourse, oral sex or masturbation.

Offense	Elementary School	Middle School	High School
1st	10 days OSS + (up to 180 days OSS to expulsion)	10 days OSS + (up to 180 days OSS or expulsion)	10 days OSS + (up to 180 days OSS or expulsion)

15. **Theft:** Taking property of the District or others. Theft is divided into two categories:

A. **Class I Theft Offense** (school police notified): Conduct that involves a theft of property that has a market value or replacement cost of less than \$500, in the opinion of the building administration.

Offense	Elementary School	Middle School	High School
1st	Conference - 3 days ISS + restitution	Conference - 3 days ISS + restitution	Conference - 3 days OSS + restitution
2nd	1-5 days ISS + restitution	2-5 days ISS + restitution	2-5 days OSS + restitution
3rd	1-5 days OSS + restitution	1-5 days OSS + restitution	5-10 days OSS + restitution
4th	5-10 days OSS + restitution	6-10 days OSS + restitution	6-10 days OSS+ restitution

B. **Class II Theft Offense** (school police notified): Conduct that involves a theft of property that has a market value or replacement cost of \$500 or more, in the opinion of the building administration. This offense may require administration to notify staff members on a need-to-know basis.

Offense	Elementary School	Middle School	High School
1st	1 day ISS - 3 days OSS + restitution	3-5 days OSS + restitution	3-5 days OSS + restitution
2nd	3-5 days OSS + restitution	5-10 days OSS + restitution	5-10 days OSS + restitution
3rd	5-10 days OSS + restitution		

		10 days OSS + restitution + (up to 180 days OSS or expulsion)	10 days OSS + restitution + (up to 180 days OSS or expulsion)
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C. **Receiving Stolen Property** (school police notified): Conduct that involves receiving, retaining or disposing of property of another person for the purpose of, or having the effect of, depriving the person of the property and with the knowledge or belief that the property was stolen.

Offense	Elementary School	Middle School	High School
1st	1 day ISS - 3 days OSS	1 day ISS - 3 days OSS + restitution	1 day ISS - 3 days OSS + restitution
2nd	3-5 days OSS	3-5 days OSS + restitution	3-5 days OSS + restitution
3rd	5-10 days OSS	6-10 days OSS + restitution	5-10 days OSS + restitution

16. **Tobacco and E-Cigarettes:** Students are prohibited from possessing or using any type of tobacco product, electronic cigarettes or any other electronic vaporizing device while on school property at any time or while attending an off-campus school related activity. The sale or distribution of tobacco and/or e-cigarettes will begin at or be treated as a 2<sup>nd</sup> offense.

Offense	Elementary School	Middle School	High School
1st	1-3 days ISS	2 days ISS + Student must complete tobacco education module to earn credit for missed work	2 days of ISS + student must complete tobacco education module to earn credit for missed work
2nd	4 days ISS - 1 day OSS	3 days ISS + student must complete tobacco education assignment provided by site administration to earn credit for missed work	3 days ISS + student must complete tobacco education assignment provided by site administration to earn credit for missed work
3rd	2 days OSS - 10 days OSS	2 days OSS + student must complete tobacco education assignment provided by site administration to earn credit for missed work	2 days OSS + student must complete tobacco education assignment provided by site administration to earn credit for missed work

4th	4-10 days OSS	6 – 10 days OSS + 180 days OSS + student must complete tobacco education assignment provided by site administration to earn credit for missed work	6 – 10 days OSS + 180 days OSS + student must complete tobacco education assignment provided by site administration to earn credit for missed work
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17. **Truancy:** Intentionally failing or refusing to attend or removing oneself from attending class or other scheduled school activities where attendance is mandatory, including cutting class and leaving campus without permission.

Offense	Elementary School	Middle School	High School
1st	Conference - 1 day ISS	Conference - 1 day ISS	Conference - 1 day ISS
2nd	Conference - 2 days ISS	Detention - 2 days ISS	Detention - 2 days ISS
3rd	Conference - 3 days ISS	1-3 days ISS	1-3 days ISS
4th	Conference - 4 days ISS	3-5 days ISS	3-5 days ISS

18. **Weapons** (school police notified): Possession or use of any weapon as defined in District rules and/or in 18 U.S.C. § 921, 18 U.S.C. § 921(g)(2) or § 571.010, RSMo.

**A. Possession:**

Offense	Elementary School	Middle School	High School
1st	2 days ISS - 10 days OSS + (up to 180 days OSS or expulsion)	2 - 10 days OSS + (up to 180 days OSS or expulsion)	2 - 10 days OSS + (up to 180 days OSS or expulsion)

**B. Use:**

Offense	Elementary School	Middle School	High School
1st	10 days OSS + (up to 180 days OSS or expulsion)	10 days OSS + (up to 180 days OSS or expulsion)	10 days OSS + (up to 180 days OSS to expulsion)

19. **Bus Safety Violations:** Failure to comply with the bus rules and regulations may result in the removal of a student for the remainder of the school year. If an offense committed on the bus results in additional disciplinary consequences at school, student may be removed from the bus for the duration of the disciplinary consequences. Use of technology while on the school bus in an inappropriate manner is prohibited. Students who do not abide by this rule will be removed from the bus.

<b>Offense</b>	<b>Elementary School</b>	<b>Middle School</b>	<b>High School</b>
1st	Conference - Removal from the bus for 1 day and/or detention	Conference - Removal from the bus for 1 day and/or detention	Conference - Removal from the bus for 1 day and/or 1 day ISS
2nd	Removal from the bus for 1-3 days and/or 1 day ISS	Removal from the bus for 1-3 days and/or 1-3 days ISS	Removal from the bus for 1-3 days and/or 1-3 days ISS
3rd	Removal from the bus for 3-5 days and/or 1-3 days ISS	Removal from the bus for 3-5 days	Removal from the bus for 3-5 days
4th	Removal from the bus for 5-7 days	Removal from the bus for 5-7 days	Removal from the bus for 5-7 days
5th	Removal from the bus for 10 days to permanent removal	Removal from the bus for 10 days to permanent removal	Removal from the bus for 10 days to permanent removal

**20. Auto Violations** (High School Only *school police report not required*): Discourteous or unsafe driving on or around District property, unregistered parking, failure to move vehicles at the request of school officials, failure to follow directions given by school officials or failure to follow established rules for parking or driving on District property. Any visual display of materials that are disruptive to the educational process will not be permitted.

<b>Offense</b>	<b>Elementary School</b>	<b>Middle School</b>	<b>High School</b>
1st	N/A	N/A	Conference – 2 week parking suspension
2nd	N/A	N/A	2-4 week parking suspension
3rd	N/A	N/A	Parking privileges revoked for remainder of semester or school year

**21. Tardies**

<b>Offense</b>	<b>Elementary School</b>	<b>Middle School</b>	<b>High School</b>
All	Consequences determined by site	Consequences determined by site	Consequences determined by site

**22. Academic Dishonesty**

<b>Offense</b>	<b>Elementary School</b>	<b>Middle School</b>	<b>High School</b>
All	Consequences determined by site	Consequences determined by site	Consequences determined by site

**23. Out-Of-Assigned Area**

<b>Offense</b>	<b>Elementary School</b>	<b>Middle School</b>	<b>High School</b>
1st	Conference - 1 day ISS	Conference - 1 day ISS	Detention - 1 day ISS
2nd	Conference - 3 days ISS	Conference - 3 days ISS	1 day ISS - 3 days ISS
3rd	1 day ISS - 1 day OSS	1 day ISS - 1 day OSS	1 day ISS - 1 day OSS
4th	3 days ISS - 3 days OSS	3 days ISS - 3 days OSS	1 day ISS - 3 days OSS
5th	4-10 days OSS	4-10 days OSS	4-10 days OSS

**24. Inappropriate Apparel**

<b>Offense</b>	<b>Elementary School</b>	<b>Middle School</b>	<b>High School</b>
1st	Conference	Conference - 1 day ISS	Conference - 1 day ISS
2nd	Detention - 1 day ISS	1 day ISS	1 day ISS

**25. Inappropriate Language**

<b>Offense</b>	<b>Elementary School</b>	<b>Middle School</b>	<b>High School</b>
1st	Conference -1 day ISS	Conference -1 day ISS	Conference - 1 day ISS
2nd	Conference - 3 days ISS	Conference - 3 days ISS	Conference - 3 days ISS
3rd	1 day ISS - 1 day OSS	1 day ISS - 1 day OSS	1 day ISS - 1 day OSS
4th	3 days ISS - 3 days OSS	3 days ISS - 3 days OSS	3 days ISS - 3 days OSS
5th	4-10 days OSS	4-10 days OSS	4-10 days OSS

**26. Failure to Serve Detention**

<b>Offense</b>	<b>Elementary School</b>	<b>Middle School</b>	<b>High School</b>
1st	Conference - 1 day ISS	Conference - 1 day ISS	Conference - 1 day ISS
2nd	Conference - 3 days ISS	Conference - 3 days ISS	Conference - 3 days ISS

3rd	1 day ISS - 1 day OSS	1 day ISS - 1 day OSS	1 day ISS - 1 day OSS
4th	3 days ISS - 3 days OSS	3 days ISS - 3 days OSS	3 days ISS - 3 days OSS
5th	4-10 days OSS	4-10 days OSS	4-10 days OSS

**27. Gang/Secret Organizations - Related Behavior/Attire** (school police notified):

Offense	Elementary School	Middle School	High School
1st	Conference - 3 days OSS	Conference - 3 days OSS	Conference - 3 days OSS
2nd	3-10 days OSS	3-10 days OSS	3-10 days OSS
3rd	10 days OSS	10 days OSS	10 days OSS

**28. Inappropriate Items:** Inappropriate items are items that disrupt the educational process of others. Any items brought onto school property that create a distraction to the school environment or present the likelihood of a disruption, especially items that could be a danger to any student or staff member, may be confiscated and require a parent or guardian to pick up the item.

Offense	Elementary School	Middle School	High School
1st	Conference - 1 day ISS	Conference - 1 day ISS	Conference - 1 day ISS
2nd	Conference - 2 days ISS	Detention - 2 days ISS	Detention - 2 days ISS
3rd	2 days ISS - 1 day OSS	2 days ISS - 1 day OSS	2 days ISS - 1 day OSS

*STRIPES 360 Discipline Scope and Sequence Behavior and Incident Guidelines S-170-E*

Each incident will be documented at Site Level and submitted to the Director of STRIPES 360. The office of STRIPES 360 will maintain records of scope and sequence incidents.

**Level 1 Behaviors**

- **Defiance-** includes statements such as “I don’t want to do this”, “I’m not going to do this”, “You can’t make me”. Voice exceeds normal conversational volume and tone. This includes yelling, screaming, and crying and as the intensity of his/her behaviors increase.
- **Property destruction-** VALUE each item or total replacement value not to exceed \$10 (greater value will result in a higher Behavior Level): damaging property through misuse; tearing apart items; drawing on walls or other parts of



the school; using items for purposes other than their intended use (i.e. throwing items, hitting items, etc.); excludes throwing items at others.

- **Theft-** VALUE each item or total replacement value of items stolen not to exceed \$10.
- **Disorderly Conduct** - the general use of non-directed profanity or physical contact (which does not meet the definition of fight or assault) such as mooning, kissing or de-panting.
- **Disrespect for Authority-** incivility, irreverence, impudence, discourteousness, or profanity directed toward any person in authority (includes arguing).
- **Physical Disorderly Conduct-** riotous, intimidating, rowdy, disruptive or unruly conduct that is physical in nature but does not meet the definition of fighting or assault (no intent to harm).

Offense	Consequence
1 <sup>st</sup>	Conference with student & inform parent/guardian
2 <sup>nd</sup>	Conference with student & time out and inform parent/guardian
3 <sup>rd</sup>	Conference with student & face to face conf. with parent/guardian
4 <sup>th</sup>	Conference with student & parent/guardian. Out one - three full days of programming. (May be implemented multiple times at discretion of Director)
5 <sup>th</sup>	Persistent offenses without resolution (consequence #4 implemented 3 or more times without change in behavior). Conference with student & parent/guardian and <b>Removal</b> from program*

### **Level 2 Behaviors**

- **Assaultive Behavior-** intentional or reckless behavior toward a person who does not indicate a desire to fight and does not engage in such conduct (i.e. pinching, pushing, slapping, kicking, scratching, pulling hair, head-butting, tackling, throwing items directed at others, or otherwise harming another person resulting in no visible bodily damage).

- **Attempted Elopement-** leaving the designated area without prior permission but returns within 5 minutes with verbal prompts from staff (staff is following and maintaining line of sight).
- **Fighting-** physical conflict involving two or more participants that does not cause significant physical injury (i.e. stitches, broken bones, unconsciousness) to any person engaged in the physical conflict.
- **Verbal threats-** vocal statements threatening to harm others or to elope unaccompanied by action, i.e. “I’m going to hit you!”, “I’m going to stab you through the heart”, “I’m going to leave if you don’t give me that!” “I’m going to kill myself”.
- **Property destruction-** VALUE each item or total replacement value not to exceed \$100 (greater value will result in a higher Behavior Level): damaging property through misuse; tearing apart items; drawing on walls or other parts of the school; using items for purposes other than their intended use (i.e. throwing items, hitting items, etc.); excludes throwing items at others (record as physical aggression).
- **Spitting-** includes projecting saliva in the direction of another individual.
- **Theft-** VALUE each item or total replacement value of items stolen not to exceed \$100.

Offense	Consequence
1 <sup>st</sup>	Conference with student & restitution enacted
2 <sup>nd</sup>	Conference with student & face to face conf. with parent/guardian. Restitution enacted.
3 <sup>rd</sup>	Conference with student & parent/guardian. Out one - three full days of programming. (May be implemented multiple times at discretion of Director)
4 <sup>th</sup>	Persistent offenses without resolution (consequence #3 implemented up to three times without change in behavior). Conference with student & parent/guardian and <b>Removal</b> from program*. Restitution enacted.

**Level 3 Behaviors**

- **Assaultive Behavior-** intentional or reckless behavior toward a person who does not indicate a desire to fight and does not engage in such conduct (i.e. biting, pushing, punching, kicking, scratching, choking, pulling hair, head-butting, throwing items directed at others, or otherwise harming another person resulting in visible bodily damage such as bleeding or bruising or first aid required.)
- **Bullying-** intimidation, unwanted aggressive behavior or harassment that is repetitive or is substantially likely to be repeated and causes a reasonable student to fear for his or her physical safety or property. Includes but is not limited to physical actions; oral, written or electronic communication; or threats of reprisal or retaliation for reporting such acts.
- **Eloperment-** leaving the school building (or other designated area) without both prior permission and supervision from staff, returning only with assistance from staff.
- **Fighting-** physical conflict involving two or more participants that causes significant physical injury (i.e. stitches, broken bones, unconsciousness) to any person engaged in the physical conflict.
- **Property destruction-** VALUE each item or total replacement value exceeds \$100: damaging property through misuse; tearing apart items; drawing on walls or other parts of the school; using items for purposes other than their intended use (i.e. throwing items, hitting items, etc.); excludes throwing items at others (record as physical aggression).
- **Theft-** VALUE each item or total replacement value of items stolen exceeds \$100
- **Inappropriate Physical Harassment-** harassment which is physical in nature including physical tormenting of a person because of the person's race, sex, disability etc. or other physical conduct of a sexual nature which does not constitute sexual misconduct.
- **Inappropriate Non-Physical Harassment-** harassment which is inappropriate verbal, written or non-verbal, non-physical conduct such as demeaning comments or jokes concerning a person's race, sex, disability etc. or requests for sexual favors, advances or other non-physical conduct of a sexual nature.

Offense	Consequence
1 <sup>st</sup>	Conference with student & inform parent/guardian sign off stating understanding of scope and consequences

2 <sup>nd</sup>	Conference with student & parent/guardian. Out one - three full days of programming. Parent sign off stating understanding of scope and consequences
3 <sup>rd</sup>	Conference with student & parent/guardian and <b>Removal</b> from program*

\*Removal from program occurs when: A student demonstrates an inability to benefit from the care offered by the childcare provider or whose behavior is detrimental to the other children and staff.

**NOTE:** Students dismissed on two or level three behaviors may not re-enroll for ANY STRIPES 360 programming for a minimum of one year from the date of dismissal. If a parent desires to re-enroll their student prior to the one year date a written request from parent/guardian must be submitted to the Director of STRIPES 360. A meeting with parent/guardian and Director of STRIPES 360 will then be scheduled to discuss the possibility of re-enrollment. NOTE: A meeting with the Director does not guarantee re-enrollment will be allowed.

Events that are considered District Policy violations may result in consequences up to and including immediate dismissal.

*Early Childhood Center Preschool Program Discipline Scope and Sequence S-170-E*  
Each incident will be documented at the classroom level and submitted to the Director of Early Childhood. The Early Childhood office will maintain records of incidents.

Behaviors are categorized as Level 1, 2, or 3 depending on the severity of the incident.

### **Level 1 Behaviors**

- **Verbal Refusals:** Voice exceeds normal conversational volume and tone. This includes yelling, screaming, and crying and increases in volume and pitch as intensity of behaviors increase.
- **Property Destruction:** total replacement value not to exceed \$10. Damaging property through misuse; tearing apart items; drawing on walls or other parts of the school; using items for purposes other than their intended use (i.e. throwing items, hitting items, etc.)
- **Disorderly Conduct (first step of physical aggression)-** non-directed profanity, offensive/inappropriate language, or physical contact (which does not meet the definition of physical aggression or harassment)
- **Disrespect for Authority-**incivility, irreverence, impudence, discourteousness, or profanity directed toward any person in authority

Offense	Consequence
1st & 2nd	Conference with student & inform parent/guardian
3rd	Conference with student & inform parent/guardian Plan developed to support Student
4th	Conference with student & inform parent/guardian Review/revise plan-take to CARE Team
5th & 6th	Conference with student & face to face conference with parent/guardian Plan Developed with parent/guardian
7th	Conference with parent/guardian face to face. Out one full day of program. (May be implemented multiple times at discretion of Director) Plan revisited/revise with parent/guardian with sign off understanding of discipline scope and sequence and agreement with plan
8th	Persistent offenses without resolution (consequence #7 may be implemented multiple times at the discretion of the Director). Conference with parent/guardian and removal from program*

\*Removal from program occurs when: A student demonstrates an inability to benefit from the care offered by the childcare provider or whose behavior is detrimental to the other children.

### **Level 2 Behaviors**

- **Physical aggression (mild)**- pinching, pushing, slapping, biting, kicking, scratching, pulling hair, head-butting, throwing items directed at others, or otherwise harming another person (or self) resulting in no visible bodily damage (i.e. redness, bleeding, bruising, etc.) or first aid required. Includes two-sided fighting or one-sided bullying.
- **Verbal aggression**-vocal noises not emitted at a polite, conversational volume and tone, including screaming and yelling, direct use of profanity; arguing
- **Verbal threats**-vocal statements threatening to harm others or to elope unaccompanied by action

- **Property destruction**- total replacement value not to exceed \$100. Damaging property through misuse; tearing apart items; drawing on walls or other parts of the school; using items for purposes other than their intended use (i.e. throwing items, hitting items, etc.)
- **Spitting**-includes projecting saliva in the direction of another individual.

Offense	Consequence
1st & 2nd	Conference with student & inform parent/guardian
3rd	Conference with student & inform parent/guardian Plan developed to support student-take to CARE Team
4th & 5th	Conference with student & face-to-face conference with parent/guardian Plan Developed with parent/guardian
6 <sup>th</sup>	Conference with parent/guardian face to face. Out one - three full days of program. (May be implemented multiple times at discretion of Director) Plan revisited/revised with parent/guardian with sign off understanding of discipline scope and sequence and agreement with plan
7 <sup>th</sup>	Persistent offenses without resolution. Conference with parent/guardian and removal from program*

\*Removal from program occurs when: A student demonstrates an inability to benefit from the care offered by the childcare provider or whose behavior is detrimental to the other children.

### **Level 3 Behaviors**

- **Elopement**-Leaving the school designated area without both prior permission and supervision from staff.
- **Physical aggression**-Hitting (closed fist), pinching, biting, pushing, punching, slapping, kicking, scratching, pulling hair, head-butting, throwing items directed at others, or otherwise harming another person (or self) resulting in visible bodily damage (i.e. redness, bleeding, bruising, etc.) or first aid required. Includes two-sided fighting or one-sided bullying. Nurse to be contacted.
- **Property destruction**- Total replacement value exceeds \$100. Damaging property through misuse; tearing apart items; drawing on walls or other parts

of the school; using items for purposes other than their intended use (i.e. throwing items, hitting items, etc.)

- **Physical/Sexual Misconduct-** Intentional physical contact with a person’s clothed or unclothed genitals, buttocks, or breasts of a female
- **Inappropriate Physical or Non-Physical Harassment-** Harassment which is physical, non-verbal, or verbal in nature including tormenting of a person because of the person’s race, sex, disability etc. or other physical, non-verbal, or verbal conduct of a sexual nature which does not constitute sexual misconduct

Offense	Consequence
1st	Removal from classroom, conference with student & inform parent/guardian Plan developed to support student-take to CARE Team
2nd & 3rd	Conference with student & face-to-face conference with parent/guardian Out one-three full days of program. (May be implemented additional times at discretion of Director) CARE Team Plan reviewed/revised  Plan Developed with parent/guardian with sign off understanding of discipline scope and sequence and agreement with plan
4th	Persistent offenses without resolution  Conference with parent/guardian and removal from program*

\*Removal from program occurs when: “A student demonstrates an inability to benefit from the care offered by the childcare provider or whose behavior is detrimental to the other children.”

**NOTE:** Students dismissed may not re-enroll in Preschool programming without going through the following process:

- 1) A written request from parent/guardian must be submitted to the Director of Early Childhood
- 2) A meeting with parent/guardian, Student Support Specialist, and Director will then be scheduled to discuss the possibility of re-enrollment.  
NOTE: A meeting with the Director does not guarantee re-enrollment will be allowed.
- 3) If re-enrollment is allowed, a plan will be developed with parent/guardian with sign off indicating understanding of the plan.