



2806 Matthew Drive, Sedalia, MO 65301-7981 p:660.829.6450 f:660-827-8938

# Welcome to the Sedalia School District #200

In this handbook, you will find some various policies, regulations, and other informational items. This handbook is intended for informational purposes only and will not answer every question or anticipate every situation. It is not intended and does not constitute a contract between the school district and employees. It is the employee's responsibility to refer to the district policies and/or administrative procedures for further information. A complete set of policies and regulations is available for your review at www.sedalia200.org.

You are a valued employee of this school district. We appreciate your continued support of the goals and mission of the Sedalia School District #200.

## Sedalia School District #200 Mission Statement

Provide a challenging education in a safe environment for all students so they will become **productive**, **responsible**, and **successful** members of our diverse society.

> We look forward to a Productive, Fun, Exciting School Year

## P 4110 Equal Opportunity Employment

The Board of Education of the School District is an equal opportunity employer. The Board is committed to providing equal opportunity for all individuals in all areas of recruitment, selection, placement, training, assignment, transfer, compensation, benefits, discipline, retention, and promotion. The Board commits itself to the policy that there shall be no unlawful discrimination or harassment against any person because of race, color, religion, age, sex, national origin, ethnicity, disability, sex orientation or perceived sex orientation. All decisions with regard to employment shall be in compliance with applicable state and federal laws.

The Board is required by the Immigration Reform and Control Act to employ only American citizens and aliens who are authorized to work in the United States. The purpose of this law is to preserve jobs for those individuals who are legally entitled to them.

Board Approved Date: January 2011

Last Updated: November 2010



# **SEDALIA SCHOOL DISTRICT #200**

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# **DISTRICT BOARD POLICIES**

Board policies are established for the success, safety, and protection of all school employees in the performance of their job duties. Board policies are available on the District's website.

http://www.moconed.com/district/SedaliaSchoolDistrict200/district.php

Employees are expected to know existing board policies and know to refer to the policies when necessary.



# **SEDALIA SCHOOL DISTRICT #200**

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# HANDBOOK UPDATES

Although every effort will be made to update the handbook on a timely basis, the district reserves the right, and has the sole discretion, to change any policies, procedures, benefits, and terms of employment without notice, consultation, or publication, except as may be required by contractual agreements and law. The district reserves the right, and has the sole discretion, to modify or change any portion of this handbook at any time.

### P 4220 Certificated Staff Duties, Schedules and Working Hours

The school year will be set annually by the Board of Education. The start date, end date, and number of contracted days will be contained in staff contracts. The length of the teaching day will also be set by the Board.

Certificated staff are required to be on duty during the teaching day. In addition to the teaching day, certificated staff are required to attend scheduled staff meetings, parent conference days, IEP meetings, and other meetings as may be determined by the administration and Board of Education.

Board Approved Date: October 1999 Last Updated: January 2003

### R 4220 Certificated Staff Duties, Schedules and Work Hours

#### Normal Working Day

Members of the teaching staff are required to be on duty fifteen (15) minutes before the beginning and twenty (20) minutes after the close of the students' day.

It is recognized that professional duties and responsibilities extend beyond the student contact hours to include time for such activities as additional planning and evaluating, meetings, professional growth, parent conferences, sponsoring activities and participation in Open House and PTO meetings, if needed. These professional tasks will be equitably shared so that no staff member is given undue burdens.

#### Snow/Emergency Days

In the event that schools are closed due to snow or inclement weather, teachers are not expected to report for work.

#### **Duty Free Lunch**

Efforts will be made to provide an uninterrupted duty-free lunch period. When temporary, unanticipated emergency situations arise, teachers may not receive a full duty free lunch.

The scheduling of lunch periods shall be determined by the building administrator or supervisor. Staff members may leave the school building during such periods; however, clearance must be made through the building principal/designee and a prompt return to assigned duties is mandatory.

Board Approved Date: October 1999 Last Updated: February 2019

### P 4221 Support Staff Duties, Schedules and Working Hours

The school year will be set annually by the Board of Education. The start date, end date, and number of work days will be set by the Board of Education.

The working hours for eight (8) hour employees are generally from 8:00 am. to 4:30 p.m. with one - half hour for lunch. The starting and ending times may be changed by the administration as needed. The hours for those employees who work less than eight (8) hours are as set by their supervisors.

Regular attendance is essential in providing the support system necessary for maintaining a high quality of instruction. Support staff employees, with reasonable notice, will be subject to disciplinary action when their absenteeism is deemed to be excessive.

#### **Overtime-Compensatory Time**

Individuals who begin work earlier or work later than their assigned hours must receive prior authorization from their immediate supervisor as per District regulations.

Board Approved Date: October 1999 Last Updated: February 2019

## R 4221 Support Staff Duties, Schedules and Working Hours

### Non-Exempt Schedules and Working Hours

The working hours for support staff will be set by the Board of Education based on classification and responsibilities.

### Time Clock Guidelines for Non-Exempt Employees

The Sedalia School District #200 uses an electronic time tracking system called Frontline. The electronic time tracking system will enable you to accurately keep track of your time. In order for this system to work to its fullest potential, the District requires all non-exempt employees to follow the guidelines outlined below.

In order to ensure consistency of treatment of non-exempt employees, the date recorded in the Frontline system shall be considered as the "official" record of the workday. Any disputes over actual hours worked, or attendance will be resolved by referring to the Frontline records.

### 1. EMPLOYEE TIME REPORTS

The Fair Labor Standards Act (FLSA) requires that employers keep certain records for employees. This includes detailed records on time and payments. An electronic timekeeping system is used to record all hours worked, and leave taken during the reporting period for non- exempt personnel.

The automated time reports must reflect all hours worked for the period (including personal/sick leave, holidays, etc.). Adjustments to hours and leave should be entered daily by the Frontline Manager to avoid errors and omissions that may occur if these adjustments are not entered within (2) business days prior to the work week being closed. Work weeks are closed every Wednesday.

### 2. DAILY CLOCK IN/OUT REQUIREMENTS

It is a job requirement that all non-exempt employees must "clock in" in the morning and "clock out" at the end of the workday at their place of work. Under certain conditions (such as trainings at an off-site location, extracurricular events, etc.), the employee immediately following their return to campus must enter their time worked using the "Time Sheet Entry" option in Frontline.

Other requirements and guidelines include:

- Employees are expected to clock in/out at their scheduled times.
- If break-time is allowed, employees must remain on school property.
- Overtime is not authorized unless approved in advance (except for emergency situations) by the Superintendent/designee upon recommendation of the employee's immediate Manager/ Administrator. <u>Overtime notes must be entered in Frontline.</u>
- Employees are not permitted to trade lunch or break in order to depart early.
- Employees who begin work earlier or work later than their assigned hours must receive prior authorization from their immediate Manager/Administrator.

- In the event an immediate Manager/Administrator wishes to arrange mutually agreed exchange of a workday, i.e., a weekend, or work on a holiday period pay, such arrangement must be reported to the Assistant Superintendent/designee stating:
  - Date(s) Involved
  - Reason
  - Exchange date(s)
- Clock in/out times will be rounded to the nearest quarter hour.
- It is prohibited to abuse or take advantage of the time clock rounding, e.g. clocking in at 8:07 am knowing the clock will round back to 8:00 am, or clocking out at 4:53 pm knowing the clock will round forward to 5:00 pm.
- Employees are to clock out and back in for lunch/personal time outs. Due to the nature of some positions, lunch may be automatically deducted.

#### 3. FALSIFCIATION, TAMPERING, AND UNAUTHORIZED VIEWING

Due to the severity of the infractions below, there will be immediate discipline enforced up to and including termination.

- Any attempt to tamper with timekeeping hardware, or software.
- Clocking in for an absent or late employee.
- Anyone interfering with other employees' use of the Frontline system.
- Unauthorized viewing of another employee's time in the Frontline system. The building Administrator and Assistant Superintendent of Human Resources will review the specific details of such an infraction (including but not limited to the above infractions) and develop an appropriate response.

#### 4. CLOCK PROBLEMS

If an employee is unable to clock in/out because of a time clock malfunction, it is the employee's responsibility to immediately inform the Frontline Manager. In this situation, the Manager will "manually" clock the employee in/out. The Manager will notify the Payroll Department. If an employee forgets to clock in/out due to an accidental oversight, it is the employee's responsibility to immediately enter a missed punch in Frontline, and enter notes as to why.

#### 5. UNREPORTED HOURS

Intentional or careless working off the clock is prohibited. Employees are required to clock in before performing any work. Employees are not permitted to clock out before actually stopping work. Forgetting to clock out is not a legitimate reason for working off the clock. Employees that under report or fail to report hours worked are subject to disciplinary action.

Once an employee has clocked in, s/he is responsible for starting work. Personal matters or simply not working while clocked in is considered "riding the clock" and could be grounds for disciplinary action.

#### 6. PROCESSING OF ELECTRONIC TIME REPORTS

The Payroll Department will close the work week each Wednesday to ensure that time adjustments and leave taken are properly recorded. Therefore, it is imperative that Frontline Manager(s) resolve all missed clock in/outs, leave used, holidays, etc. within two (2) business days of each work week.

Each Frontline Manager must review all time in Frontline, and ask the employee to approve their time. If the Frontline Manager is satisfied with the hours reported, s/he should approve the time electronically in Frontline within two (2) business days of each work week.

To ensure accuracy, Frontline Managers should provide non-exempt employees the opportunity to review their electronic time sheet before the payroll cutoff date.

Employees not following the time clock guidelines listed above will be disciplined as follows:

- First Infraction the employee does not follow the time clock guidelines s/he will receive a verbal warning from their Administrator.
- Second Infraction the employee does not follow the time clock guidelines s/he will receive a verbal and written warning from their Administrator.
- Third Infraction the employee does not follow the time clock guidelines s/he will receive a verbal and written warning from their Administrator and the Assistant Superintendent.
- Fourth Infraction the employee does not follow the time clock guidelines s/he may be terminated.

#### **Emergency Closing Days**

In the event the schools, or at times a school, are closed due to snow, inclement weather, or for any other emergency reason, designated employees will report to work as per the established District procedure.

#### **Inclement Weather Pay**

Delayed starts and early dismissals due to inclement weather for non-exempt employees will have a maximum of two (2) hours added to hours physically worked for that day, and not to exceed employees regularly scheduled hours per day to work.

Board Approved Date: August 2016 Last Updated: February 2019

## P 4505 Salary Schedules

The Superintendent, with input from staff members, will prepare salary schedules annually for all non-administrative employee groups. These schedules will be submitted to the Board of Education for approval. (See also Policy 4131 - Extra Duty and Extended Contracts.) Salary recommendations for all administrators will be prepared and submitted to the Board annually. Administrative salaries will be based upon a variety of factors including, educational preparation, years of service within the District, and within public education, years of service as an administrator at each administrative level, years of service within the District, regional comparisons to similar districts, number of contracted days, administrative responsibilities, and salaries of other District administrators within category - building and central office. Consideration will be given to administrators' previous salary for all newly hired administrators.

Course credits for horizontal movement on the salary schedule may be approved under the following guidelines:

- Courses must carry graduate credit status, with the exception of undergraduate courses in an assigned teaching area in which a staff member has full rather than provisional certification. To receive credit for undergraduate courses, application must be made with the Superintendent/designee, and approval given, prior to taking the course.
- 2. Courses that relate directly to the major, minor, or teaching areas of certification do not need prior approval. To receive credit for those courses outside the major or minor areas of certification, an application must be made with the Superintendent/designee for approval.
- 3. Courses in which the core content is the same, or which carry the same course number, can be used only once for horizontal movement on the salary schedule.
- 4. To receive credit, the staff member must submit an official course transcript and completed district for 4505 prior to September 1 of the school year for which movement is being sought.

Board Approved Date: February 2023 Last Updated: February 2023

## R 4505 Compensation

#### Participant Eligibility:

Only certified staff members employed on a full-time or part-time basis may receive in-service credit. Substitute teachers are not eligible for in-service credit. Staff members who resign forfeit all in- service hours obtained, (i.e. Upon return to the district, in-service hours start at zero).

#### Rate of Credit:

One (1) hour of in-service credit will be granted for fifteen (15) contact hours of approved inservice programs.

The minimum contact time that may be earned for a given District in-service activity is one (1) hour; thereafter, contact hours may accumulate in increments of five (5) minutes. Building level inservice sessions scheduled in the a.m. for less than one hour may, with the approval of the Director of Curriculum and Instruction, be accepted.

In-service credit may be accumulated from one school year to the next, until the fifteen contact hours have been reached. All records of approved contact hours will be kept in the office of Special Services.

#### Approved Credit Activities and Responsibilities:

The Director of Curriculum and Instruction shall approve all in-service and staff development activities.

In-service and staff development programs offered by the Sedalia School District which are scheduled outside the regular day and approved through the Office of the Superintendent shall be eligible for in-service credit.

All District program registrations will be made through the office of the Director of Curriculum and Instruction with input from the Staff Development Committee, so that decisions regarding accommodations, materials, and the scheduling and remuneration of presenters can be based upon accurate enrollment data.

In order for participants to receive credit on the salary schedule for in-service programs offered by the Sedalia School District, all requirements must be fulfilled, such as attendance, attentiveness, and feedback/evaluation. When the Director of Curriculum and Instruction determines that a staff member has completed all attendance and participation requirements for a given activity, the amount of in-service credit accumulated shall then be approved and retained by the staff member until such time as eligibility is met for horizontal movement.

Staff members in non-supervisory positions who present in-service approved through the office of the Director of Curriculum and Instruction may receive double in-service credit in lieu of remuneration. Teachers who wish to present in-service sessions may submit in-service proposals to their respective academic area coordinators or building principals.

Participation in curriculum development activities may be approved for in-service credit. Districtlevel coordinators, directors, supervisors, and/or department chairpersons shall administer these sessions. All curriculum development activities must be approved by the Director of Curriculum and Instruction.

#### Non-Credit Activities:

In-service programs or activities conducted during the regularly scheduled school day (eight hours) are not eligible for in-service credit.

Unless in-service programs have been <u>approved in advance</u>, they are not eligible for in-service credit.

Staff members <u>who accept remuneration</u> for participating in a district-sponsored program are not eligible for in-service credit on the salary schedule. They will have the option of receiving credit or accepting remuneration.

NOTE: Staff members who take part in in-service activities that are:

- Outside the school day,
- Initiated by or through district level administrators and Board approved, or
- Part of a new or revised district initiative will receive in-service credit for the workshop time to include initial training and necessary follow-up training for one-year in preparation for implementation of the activity, EVEN THROUGH THE EXPENSES ARE BEING PAID BY THE DISTRICT.

The maximum number of contact hours per day that can be applied is eight (8). Staff cannot receive both a stipend and in-service credit for the same activity/in-service. when both are offered, they may have a choice between the two.

In-service credit will be given only for the amount of time during professional workshop/conference schedules in which the principle activities are content presentation sessions. Credit will not be given for other types of activities, e.g., registrations, business meetings, breaks, exhibits, meals, social activities, etc.

When a staff member has earned college credit for a program or activity and submits a transcript of this credit to the Office of the Superintendent requesting to advance on the salary schedule, the staff member is not entitled to District in-service credit for this program or activity.

Staff members granted educational leave are not eligible for in-service credit.

Sedalia staff members who present programs for groups and/or organizations outside the Sedalia School District are not eligible for in-service credit for these presentations.

#### Approved Credit Activities Offered by Groups Outside the Sedalia School District

Salary credit for workshops and conventions outside the district is allowable provided the participant first submits a proposal meeting the following criteria:

- 1. Not for college credit
- 2. Be relevant to the person's employment
  - 1. grade level
  - 2. district goal

#### 3. building goal

- 4. state or federal grant
- 3. Expenses not reinbursed by the district
- 4. Outside the schoolday
- 5. Written summary and commitment to share the content and the information concerning the use of the content and/or information in the employee's employment.

To receive in-service credit for participating in activities/workshops sponsored by groups outside the Sedalia School District, requests must be submitted on the "Application for State Development In- Service Credit" form, and approved <u>prior</u> to the date of the activity.

On the application form, applicants will provide information describing the professional growth activity for which in-service credit is being requested. i.e. sponsoring institution or association, location, and date. A copy of the program agenda must be attached to the application.

It will be the responsibility of staff members requesting credit to obtain approval from the professional institution or association and from the appropriate building principal.

When the out-of-district activity has been fully described and approval from the appropriate building principal obtained, the application should be submitted to the Director of Curriculum and Instruction.

If the application is complete and the request is consistent with established District guidelines, the Director of Curriculum and Instruction will tentatively approve the application and will send the applicant a form for submitting <u>follow-up information</u>.

If the request is not complete and/or is not consistent with established district guidelines, the request will not be approved and the applicant will be notified.

Within two weeks after participating in an approved professional activity, the in-service credit applicant must provide the office of the Director of Curriculum and Instruction with the following:

A copy of the conference agenda indicating which sessions the applicant attended and;

The signature of the appropriate building principal indicating the approval of a plan for sharing the professional growth activity.

When the appropriate follow-up information has been received, the staff member will receive the appropriate credit.

#### ADMINISTRATIVE AND SUPERVISORY

#### PROGRAM DEVELOPMENT RESPONSIBILITIES

Building level in-service/staff development programs approved and implemented through the office of the Director of Curriculum and Instruction and scheduled outside the regular school day will be eligible for in-service credit.

Building principals will develop in-service session proposals which reflect district and building objectives and will submit proposals to the office of the Director of Curriculum and Instruction <u>prior</u> to the date of the in-service.

When approval has been received, building principals or their designees will administer buildinglevel staff development sessions. The principal's responsibilities will include disseminating inservice programming information, obtaining attendance and evaluation records, and submitting this information to the Director of Curriculum and Instruction.

#### AMOUNT OF CREDIT

Staff may accumulate salary credit on the Sedalia School District #200 salary schedule in the following amounts:

- Staff who have earned a Bachelor's degree, but have not earned a Master's degree, may earn up to ten (10) hours of salary credit prior to completion of the Master's degree.
- Staff who have earned a Master's degree or above may earn up to fifteen (15) hours of salary credit.

Board Approved Date: August 2007 Last Updated: February 2019

### P 4550 Retirement Compensation

Retirement provisions for all eligible employees will be in accordance with the provisions of the Missouri Public School Retirement System (PSRS) and the Public Education Employees Retirement System (PEERS).

Full-time certificated staff employed after April 15, 1986, are subject to the Medicare portion of Social Security.

At the time of initial employment an employee shall be given his/her first COBRA notification. Second notification and continuation of benefits are contingent upon the employee notifying the District of a qualifying event.

Any plan of group health insurance shall include a provision allowing persons who retire, or who have retired, to become members of the plan if they are eligible to receive benefits under the Retirement System, by paying premiums at the same rate as other members of the group.

Employees who retire or who have retired and who are eligible for retirement benefits from either the PSRS or PEERS Plans are eligible to participate in District health benefit programs. In addition, the spouse and/or unmarried dependent children of any employee may also participate in District health benefit programs provided that these family members are receiving or are eligible to receive retirement benefits from either the PSRS or PEERS Systems. The retiree must apply for insurance coverage within the first year he/she is eligible to receive retirement benefits.

#### **Reporting Requirements**

#### Ineligibility for Retirement Benefits

If an employee or former employee is charged or convicted of any of the listed felonies, where such felony is committed in direct connection with or related to the employee's duties with the District, the District will notify the employee's relevant retirement plan, PSRS or PEERS. Such reporting is only required where such filing was committed after August 28, 2014 and where District administrators knew of such charge or conviction. The District will further provide to the respective retirement plan all information related to the charge or conviction that is in the District's possession. Reportable offenses include:

- 1. Stealing involving money, property, or services valued at \$5,000.00 or more;
- 2. Receiving stolen property involving money, property, or services valued at \$5,000.00 or more;
- 3. Forgery;
- 4. Counterfeiting;
- 5. Bribery of a public servant;
- 6. Acceding to corruption 576.020

Conviction of one of the felonies set out in this policy may result in ineligibility for retirement benefits.

#### Reporting as Requested by PSRS

The District will cooperate with PSRS requests for information concerning the District's use of PSRS retired persons providing substitute teaching or other positions that would normally require certification. This reporting/assistance request applies to such retired persons who provide such services through an independent contractor.

**Board Approved Date:** November 20, 2017 **Last Updated:** October 2017

#### 1. What are the advantages of being a PEERS member?

As a PEERS member, you enjoy knowing that once you have earned five years of service with PEERS, you are vested and can receive lifetime retirement benefits when eligible. In most cases, the retirement benefits paid to PEERS members greatly exceed the funds they contribute to the System while working.

Advantages to members:

- Lifetime monthly retirement benefits
- Your contributions and interest are always returned to you or your beneficiary(ies)
- Vesting with five years of service
- Disability benefits if you qualify
- Various benefit plans allowing you to provide financial protection for your beneficiary(ies)
- Cost-of-living adjustments on your retirement benefits

#### 2. How much will my PEERS benefit be?

Your benefit amount is based on a formula that takes into consideration your years of service with PEERS, your Final Average Salary (FAS) and a benefit factor set by Missouri law. You can use our <u>Benefit Estimate Calculator</u> to estimate your benefit amount, or <u>contact us</u>.

- Your **Years of Service** include all service earned for employment with PEERScovered employers, as well as your reinstated or purchased service.
- Final Average Salary (FAS) is determined by adding your three highest consecutive annual salaries (including employer-paid health, dental and insurance premiums) and dividing the total by 36.
- The **Benefit Factor** is set by law and can only be changed by legislation. The factor used depends on the type of retirement benefits you are eligible for normal, 25-and-Out or age-reduced benefits.

#### 3. What is included in my salary subject to PEERS contributions?

Eligible salary reported to PEERS consists of all salary from PEERS-covered employers during the school year (July 1 - June 30), including extra duties, overloads and overtime. Also included is the amount your employer pays for your health, dental and vision insurance premiums. For example, your salary for the school year total \$18,000. The health, dental and vision insurance premiums paid by your employer on your behalf are \$2,000. Your total salary reported to PEERS is \$20,000.

#### 4. When will I be eligible to retire with PEERS?

Once you have earned five years of service with PEERS, you are vested and can receive lifetime retirement benefits when eligible.

You are eligible for normal retirement:

- At age 60 with at least five years of service
- At any age with at least 30 years of service
- When the sum of your age plus your years of service equals 80 or more (Rule of 80)

Early retirement options are available, but benefit amounts under these options are reduced. You are eligible for early retirement:

- At age 55 with at least five years of service
- At any age with at least 25 years of service

If you are under the age of 62 at retirement and have at least 30 years of service or qualify for Rule of 80, an additional **.8% temporary benefit** is automatically added to your normal benefit until you reach minimum Social Security age, currently 62. At age 62, the temporary benefit stops, but the "normal benefit" portion of your benefit is permanent and continues for your lifetime.

If you retire prior to age 62, you can also choose to accelerate, or increase, your PEERS benefit until age 62, with an actuarial reduction applied to your benefit at age 62. Members who choose the **Accelerated Payment Plan (APP)** usually intend to apply for Social Security benefits at age 62, replacing the reduction in their PEERS benefit with income from Social Security. Choosing APP does not mean you will receive any extra income from PEERS over your lifetime. It simply means you will receive more of your benefit prior to age 62.

In addition, if you work three years beyond normal retirement, you may choose a onetime, <u>Partial Lump Sum Option (PLSO)</u> payment at retirement with reduced lifetime monthly benefits.

#### 5. How do I earn service toward my retirement?

As you work in PEERS-covered employment, you earn service for each year, or partial year, you work. The formula used in your benefit calculation at retirement depends in part on your years of service at retirement. You can also <u>purchase service</u>.

Most members earn a year of service for each school year (July 1 - June 30) of PEERScovered employment if they are a 9-, 10-, 11- or 12-month employee and serve the complete term required of the position. You may not earn more than 1.00000 year of service in any school year.

If you serve less than a full year, service is determined by dividing the salary earned during a school year by the annual base salary reported by your employer at the beginning of the school year. In other words, service is calculated on a salary over salary basis.

#### Example 1

Your full-time annual base salary is \$18,000

You earn \$18,000 \$18,000 ÷ \$18,000 = 1.00000 You receive 1.00000 year of service

#### Example 2

Your full-time annual base salary is \$18,000 You earn 14,400\$14,400  $\div$  \$18,000 = 0.80000 You receive 0.80000 year of service

#### 6. Am I required to be a member of PEERS?

Yes. PEERS membership is automatic, regardless of position, for non-certificated employees employed by the covered employers listed below to work at least 20 hours per week on a regular basis in a position that normally requires the employee to work at least 600 hours during the school term.

Covered employers include:

- Public school districts in Missouri except the St. Louis (city) and the Kansas City
  public school districts
- Public two-year colleges in Missouri except St. Louis Community College
- Statewide non-profit educational associations that have elected to join PEERS

Note: Certificated employees who are employed less than full time but for at least 17 hours per week on a regular basis in a position that normally requires 600 hours during the school year are automatically Public School Retirement System of Missouri (PSRS) members, unless they choose to be a member of PEERS. This choice must be made within the first 90 days of the part-time employment as a certificated employee or teacher.

#### 7. What is the difference between PEERS and PSRS?

Both PSRS and PEERS are Defined Benefit (DB) plans.

PSRS was established by the Missouri legislature in 1946 to provide certificated public school employees and their families with a significant and stable source of retirement income, disability and survivor benefits.

The Non-Teacher School Employee Retirement System of Missouri (NTRS), was created on October 13, 1965, with the adoption of House Bill 88. The goal was to build a plan similar to PSRS, but for non-certificated public school personnel. The name of the non-teacher system was changed to the Public Education Employee Retirement System of Missouri (PEERS) in August 2005 to more positively represent members.

• PEERS members participate in the federal Social Security program, but most PSRS members do not.

• PEERS members contribute at a lower rate to their retirement system than do PSRS members, and the benefit factors used in retirement benefit calculations are different.

# 8. How is a Defined Benefit or pension plan like PEERS different than my 403(b), 401(k) or IRA?

Because PEERS is a Defined Benefit, or DB, retirement plan, your benefits are calculated using a formula set by law and are guaranteed for your lifetime. The amount of your contributions and interest when you retire does not impact the amount of benefits you receive.

Unlike defined contribution, or DC, retirement plans such as 403(b), 401(k) or Individual Retirement Account (IRA) plans, you don't have to make investment decisions regarding your retirement funds. Investment decisions are handled by PEERS' professional investment staff and managers.

While DC retirement plans are an important piece of your overall retirement savings, they can be less effective because they provide benefits based on account balances in those plans at retirement. That means a retirement based on DC plan savings alone can run out and leave you without the retirement income you need.

#### 9. How much do I contribute to my PEERS retirement?

While working, you contribute a percentage of your salary to PEERS to help fund your benefits. The contribution rate is set each school year by the <u>PEERS/PEERS Board of</u> <u>Trustees</u>, based on the recommendation of the Systems' actuary after the annual actuarial valuation is complete. Contributions are automatically deducted from your pay, before taxes.

For the 2021-2022 school year, the contribution rate is 6.86% of your salary.

#### 10. How much does my employer contribute to my PEERS retirement?

Your employer contributes an amount equal to your contributions. All employer contributions are placed in a general reserve account used to help fund benefits for retirees and beneficiaries of deceased members.

#### 11. How do I find my total contributions and interest?

Each fall, you receive a *Member Statement*. It includes the amount of your contributions and accumulated interest, as well as your years of service, salary history and beneficiary designation.

You can also create a username and password to access the <u>secure portion</u> of our website. There you can see the most current information about your membership, including your balance.

#### 12. What interest rate do I earn on my contributions?

The interest rate is set each year by the <u>PEERS/PEERS Board of Trustees</u> and usually compares favorably with rates credited on most savings accounts. Interest is credited to your membership each year on June 30 and is calculated based on your previous June 30 balance. The interest rate applied on July 1, 2021 was 1%.

#### 13. Can I borrow from my PEERS membership or take out my money?

The law does not permit partial refunds or loans from your PEERS membership. Therefore, you cannot take funds out of your PEERS membership while you are working in covered employment.

If your PEERS-covered employment ends, you have the right to take a <u>refund</u> of your contributions and interest in a lump-sum payment, in which case you forfeit your service and any rights to future benefits.

#### 14. What if I permanently leave PEERS-covered employment before I can retire?

If your PEERS-covered employment ends, you have the right to take a <u>refund</u> of your contributions and interest in a lump-sum payment, in which case you forfeit your service and any rights to future benefits.

If you have fewer than five years of service (not vested), you can leave your funds with PEERS for the next five school years and receive interest. If you return to PEERS-covered employment within the five-year period, you will continue with the same membership. If you do not earn any retirement service within the five-year period, your membership terminates and your contributions no longer accrue interest.

If you have five or more years of service (vested), you may leave your funds and they will continue to accrue interest. You may apply for lifetime monthly benefits when you reach retirement eligibility.

# 15. What if I take a few years off to raise a family and return to PEERS-covered employment?

If your PEERS-covered employment ends, you have the right to take a <u>refund</u> of your contributions and interest. However, if you plan to return to covered employment, it may be advantageous to leave your funds with PEERS.

## If you leave covered employment with fewer than five years of service (not

**vested)**, you can leave your funds with PEERS for the next five school years and receive interest. If you return to PEERS-covered employment within the five-year period, you will continue with the same membership. If you do not earn any retirement service within the five-year period, your membership terminates and your contributions no longer accrue interest.

# If you return to PEERS-covered employment after your membership has terminated, you can take a refund of your contributions and interest from your

terminated membership, or you can roll your funds from that membership into your new one.

**If you leave covered employment with five or more years of service (vested)**, you can leave your funds and they will continue to accrue interest. You may apply for lifetime monthly benefits when you reach retirement eligibility.

Any time you return to PEERS-covered employment after taking a refund, you can buy back, or <u>reinstate</u>, all or any portion of the service to your new PEERS membership.

#### 16. What happens to my PEERS membership if I die before I retire?

Your beneficiary may be entitled to one of two types of survivor benefits:

- 1. A one-time, lump-sum refund of your contributions and interest
- 2. Lifetime monthly retirement-based benefits

It is important to keep your beneficiary designations up-to-date so benefits may be paid according to your wishes if you die before retirement.

Any time you have a change in life status (marriage, divorce, birth or adoption of a child), you must file a new beneficiary form. If you do not, your beneficiaries will be determined by Missouri law.

#### 17. How do I change my beneficiaries for PEERS?

You can change your PEERS beneficiary designation any time before retirement by logging in to <u>Web Member Services</u> or using a <u>PEERS Pre-Retirement Nomination of</u> <u>Beneficiary Form</u>.

# 18. Do I pay into Social Security and Medicare while working in PEERS-covered employment?

Yes. PEERS members also participate in the federal Social Security and Medicare programs. Social Security taxes are currently 6.2% of your earnings, and Medicare taxes are currently 1.45% of your earnings.

#### 19. Will I be eligible to receive both Social Security and PEERS benefits?

With few exceptions, PEERS members with sufficient Social Security-covered employment should be eligible to receive full benefits from Social Security and Medicare. In limited cases, your Social Security benefit could be affected by other income sources defined by Social Security, such as railroad pensions or pensions from non-Social Security-covered employment (like PSRS). We recommend that you contact your local Social Security office, the Social Security Administration at (800) 772-1213, or visit www.socialsecurity.gov for more information.

# 20. If I am eligible for Social Security and Medicare benefits, at what age will they begin?

Reduced Social Security benefits are available at age 62; full benefits begin based on the year of your birth and are not available before age 65. Medicare benefits begin at age 65 for most individuals.

#### 21. What does it mean to reinstate or purchase service?

One of the many advantages of PEERS membership is the ability to increase your benefit amount or become eligible for retirement earlier by purchasing, reinstating or transferring additional service to your PEERS membership.

If you have previous PEERS service you forfeited by taking a refund, you can buy back, or <u>reinstate</u>, all or any portion of the service. In most cases, you will receive information regarding any service you are eligible to reinstate at the time you establish your PEERS membership. This will include a cost estimate.

In addition to reinstating previously forfeited PEERS service, there are other types of service you may be eligible to <u>purchase</u>. If you were on military, sick or maternity leave, or had a break in your PEERS-covered employment when you worked elsewhere, you may be eligible to purchase service for that time. You can also purchase service for employment prior to becoming a PEERS member. In limited cases, members may be able to transfer or recognize service earned with other Missouri public retirement systems.

#### What are the advantages of being a PSRS member?

As a PSRS member, you enjoy knowing that once you have earned five years of service with PSRS, you are vested and can receive lifetime retirement benefits when eligible. In most cases, the retirement benefits paid to PSRS members greatly exceed the funds they contribute to the System while working.

Advantages to members:

- Lifetime monthly retirement benefits
- Your contributions and interest are always returned to you or your beneficiary(ies)
- Vesting with five years of service
- Disability benefits if you qualify
- Various benefit plans allowing you to provide financial protection for your beneficiary(ies) before and after retirement
- Cost-of-living adjustments (COLAs) on your retirement benefit
- A \$5,000 death benefit for the beneficiary you designate, should you die after retirement

#### 2. How much will my PSRS benefit be?

Your benefit amount is based on a formula that takes into consideration your years of service with PSRS, your Final Average Salary (FAS) and a benefit factor set by Missouri law. You can use our <u>Benefit Estimate Calculator</u> to estimate your benefit amount, or <u>contact us</u>.

- Your **Years of Service** include all service earned for employment with PSRScovered employers, as well as your reinstated or purchased service.
- Final Average Salary (FAS) is determined by adding your three highest consecutive annual salaries (including employer-paid health, dental and insurance premiums) and dividing the total by 36.
- The **Benefit Factor** is set by law and can only be changed by legislation. The factor used depends on the type of retirement benefits you are eligible for normal, 25-and-Out or age-reduced benefits.

#### 3. What is included in my salary subject to PSRS contributions?

Eligible salary reported to PSRS consists of all salary from PSRS-covered employers during the school year (July 1 - June 30), including extra duties, overloads and overtime. Also included is the amount your employer pays for your health, dental and vision insurance premiums. For example, you earn \$30,000 for the school year. The health, dental and vision insurance premiums paid by your employer on your behalf are \$5,000. Your total salary reported to PSRS is \$35,000.

#### 4. When will I be eligible to retire with PSRS?

Once you have earned five years of service with PSRS, you are vested and can receive lifetime retirement benefits when eligible.

You are eligible for normal retirement:

- At age 60 with at least five years of service
- At any age with at least 30 years of service
- When the sum of your age plus your years of service equals 80 or more (Rule of 80)

Early retirement options are available, but benefit amounts under these options are reduced. You are eligible for early retirement:

- At age 55 with at least five years of service
- At any age with at least 25 years of service

In addition, if you work three years beyond normal retirement, you may choose a onetime, Partial Lump Sum Option (PLSO) payment at retirement with reduced lifetime monthly benefits.

#### 5. How do I earn service toward my retirement?

As you work in PSRS-covered employment, you earn service for each year, or partial year, you work. The formula used in your benefit calculation at retirement depends in part on your years of service at retirement. You can also <u>purchase service</u>.

Most members earn a year of service for each school year (July - June 30) of PSRScovered, full-time employment if they are a 9-, 10-, 11- or 12-month employee and serve the complete term required of the position. You may not earn more than one year of service in any school year.

If you serve less than a full year, service is determined by dividing the salary earned during a school year by the annual base salary reported by your employer at the beginning of the school year. In other words, service is calculated on a salary over salary basis.

#### Example 1

Your full-time annual base salary is 34,000You earn 34,000 $34,000 \div 34,000 = 1.00000$ You receive 1.00000 year of service

#### Example 2

Your full-time annual base salary is 34,000You earn 25,000 $25,000 \div 34,000 = 0.73529$ You receive 0.73529 year of service

#### 6. Am I required to be a member of PSRS?

Yes. PSRS membership is automatic, regardless of position, for certificated employees

employed by the covered employers listed below in a position that normally requires the employee to:

- Work the full school day, or
- Work at least the same number of hours per week as required for such a position, and
- Work at least 600 hours during the school year.

Covered employers include:

- Public school districts in Missouri, except the St. Louis (city) and the Kansas City public school districts
- Public two-year colleges in Missouri
- Statewide non-profit educational associations that have elected to join

Note: Certificated employees who are employed less than full time but for at least 17 hours per week on a regular basis in a position that normally requires 600 hours during the school year are automatically PSRS members, unless they choose to be a member of the Public Education Employee Retirement System of Missouri (PEERS). This choice must be made within the first 90 days of the part-time employment as a certificated employee or teacher.

#### 7. What is the difference between PSRS and PEERS?

Both PSRS and PEERS are Defined Benefit (DB) plans.

PSRS was established by the Missouri legislature in 1946 to provide certificated public school employees and their families with a significant and stable source of retirement income, disability and survivor benefits.

The Non-Teacher School Employee Retirement System of Missouri (NTRS), was created on October 13, 1965. The goal was to build a plan similar to PSRS, but for non-certificated public school personnel. The name of the non-teacher system was changed to the Public Education Employee Retirement System of Missouri (PEERS) in August 2005 to more positively represent members.

- PEERS members participate in the federal Social Security program, but most PSRS members do not.
- PSRS members contribute at a higher rate to their retirement system than do PEERS members, and the benefit factors used in retirement benefit calculations are different.
- PSRS members who participate in Social Security pay into PSRS at two-thirds the normal PSRS contribution rate.

# 8. How is a Defined Benefit or pension plan like PSRS different from my 403(b), 401(k) or IRA?

Because PSRS is a Defined Benefit, or DB, retirement plan, your benefits are calculated using a formula set by law and are guaranteed for your lifetime. The amount of money in your PSRS membership when you retire does not impact the amount of benefits you receive.

Unlike defined contribution, or DC, retirement plans such as 403(b), 401(k) or Individual Retirement Account (IRA) plans, you don't have to make investment decisions regarding your retirement funds. Investment decisions are handled by PSRS' professional investment staff and managers.

While DC retirement plans are an important piece of your overall retirement savings, they can be less effective because they provide benefits based on account balances in those plans at retirement. That means a retirement based on DC plan savings alone can run out and leave you without the retirement income you need.

#### 9. How much do I contribute to my PSRS retirement?

While working, you contribute a percentage of your salary to PSRS to help fund your benefits. The contribution rate is set each school year by the <u>PSRS/PEERS Board of</u> <u>Trustees</u>, based on the recommendation of the Systems' actuary after the annual actuarial valuation is complete. Contributions are automatically deducted from your pay, before taxes.

For the 2022-2023 school year, the contribution rate is 14.5% of your salary. Members who hold positions that require Social Security withholding contribute to PSRS at two-thirds the normal contribution rate, or 9.67%.

#### 10. How much does my employer contribute to my PSRS retirement?

Your employer contributes an amount equal to your contributions. All employer contributions are placed in a general reserve account used to help fund benefits for retirees and beneficiaries of deceased members.

#### 11. How do I find out my total contributions and interest?

Each fall, you receive a *Member Statement*. It includes the amount of your contributions and accumulated interest, as well as your years of service, salary history and beneficiary designation.

You can also create a user name and password to access the <u>secure portion</u> of our website. There you can see the most current information about your membership, including your balance.

#### 12. What interest rate do I earn on my contributions?

The interest rate is set each year by the <u>PSRS/PEERS Board of Trustees</u> and usually compares favorably with rates credited on most savings accounts. Interest is credited to your membership each year on June 30 and is calculated based on your previous June 30 balance. The interest rate applied on July 1, 2021 was 1%.

#### 13. Can I borrow from my PSRS membership or take out my money?

The law does not permit partial refunds or loans from your PSRS membership. Therefore, you cannot take funds out of your PSRS membership while you are working in covered employment.

If your PSRS-covered employment ends, you can take a <u>refund</u> of your contributions and interest in a lump-sum payment. When you do so, you forfeit your service and any rights to future benefits.

**14. What if I permanently leave PSRS-covered employment before I can retire?** If your PSRS-covered employment ends, you can take a <u>refund</u> of your contributions and interest in a lump-sum payment. When you do so, you forfeit your service and any rights to future benefits.

If you have fewer than five years of service (not vested), you can leave your funds with PSRS for the next five school years and earn interest. If you return to PSRS-covered employment within the five-year period, you continue with the same membership. If you do not earn any PSRS service within the five-year period, your membership terminates and your contributions no longer accrue interest.

If you have five or more years of service (vested), you can leave your funds and they will continue to accrue interest. You can apply for lifetime monthly benefits when you reach retirement eligibility.

# 15. What if I take a few years off to raise a family and return to PSRS-covered employment?

If your PSRS-covered employment ends, you can take a <u>refund</u> of your contributions and interest. However, if you plan to return to covered employment, it may be advantageous to leave your funds with PSRS.

If you leave covered employment with fewer than five years of service (not vested), you can leave your funds with PSRS for the next five school years and earn interest. If you return to PSRS-covered employment within the five-year period, you will continue with the same membership. If you do not earn any PSRS service within the five-year period, your membership terminates and your contributions no longer accrue interest.

If you return to PSRS-covered employment after your membership has terminated, you can take a refund of your contributions and interest from your terminated membership, or you can roll your funds from that membership into your new one.

If you leave covered employment with five or more years of service (vested), you can leave your funds and they will continue to accrue interest. You can apply for lifetime monthly benefits when you reach retirement eligibility.

Any time you return to PSRS-covered employment after taking a refund, you can buy back, or <u>reinstate</u>, all or any portion of the service to your new PSRS membership.

#### 16. What happens to my PSRS membership if I die before I retire?

Your beneficiary may be entitled to one of three types of survivor benefits:

- 1. <u>A one-time, lump-sum refund of your contributions and interest</u>
- 2. Monthly dependent-based benefits
- 3. Lifetime monthly retirement-based benefits

It is important to keep your beneficiary designations up-to-date so benefits are paid according to your wishes if you die before retirement.

Any time you have a change in life status (marriage, divorce, birth or adoption of a child), you must file a new beneficiary designation form. If you do not, your beneficiaries will be determined by Missouri law.

#### 17. How do I change my beneficiaries for PSRS?

You can change your PSRS beneficiary designation any time before retirement by logging in to <u>Web Member Services</u> or using a <u>PSRS Pre-Retirement Beneficiary</u> <u>Designation Form</u>.

# 18. Do I pay into Social Security and Medicare while working in PSRS-covered employment?

Most PSRS members do not contribute to the federal Social Security program on their PSRS-covered earnings. There are no provisions of law that allow individual PSRS members to choose to participate in Social Security. It is based on your employer and your position.

PSRS members who work in positions subject to both Social Security and PSRS pay Social Security taxes (6.2%) and two-thirds the normal PSRS contribution rate (9.67%), as required by law. If you are unsure whether your position is affected, contact your employer.

PSRS members hired by a PSRS-covered employer before April 1986 and who have not changed employers since that time, do not pay into Medicare on PSRS-covered wages. They will have to pay a premium for basic Medicare (Part A) coverage when they become eligible.

PSRS members hired by a PSRS-covered employer since April 1986 have Medicare contributions (1.45%) withheld from their salary These individuals will receive basic Medicare (Part A) free when eligible.

#### 19. What happens if my position is covered by Social Security?

In some cases, if your employer and the State Social Security Administrator determine that your position is subject to Social Security contributions, your earnings are subject to

Social Security taxes and two-thirds of the normal PSRS contribution rate. Attainment of PSRS retirement eligibility, calculation of your Final Average Salary and your service are not affected by the Social Security coverage.

Members paying into PSRS at two-thirds the normal PSRS contribution rate (9.67% for 2022-2023) have benefits for affected years of employment calculated at two-thirds the normal benefit amount, and also receive Social Security units based on their salary.

If you are unsure whether your position is affected, contact your employer.

**20. Will I be eligible to receive both PSRS benefits and Social Security benefits?** If you qualify for PSRS retirement benefits and also for Social Security benefits either because you have sufficient Social Security-covered employment or through a spouse, two Social Security laws could cause a reduction in your Social Security benefit. They are the <u>Windfall Elimination Provision (WEP)</u> and the <u>Government Pension Offset</u> (GPO).

We recommend that you contact Social Security at **(800) 772-1213**, visit their website, <u>www.socialsecurity.gov</u>, or visit your local Social Security office to determine how the WEP and GPO laws affect you. To get an accurate estimate of your Social Security benefit, you must inform them you will be receiving a PSRS benefit.

#### 21. What does it mean to reinstate or purchase service?

One of the many advantages of PSRS membership is the ability to increase your benefit amount or become eligible for retirement earlier by purchasing, reinstating or transferring additional service to your PSRS membership.

If you have previous PSRS service you forfeited by taking a refund, you can buy back, or <u>reinstate</u>, all or any portion of the service. In most cases, you will receive information regarding any service you are eligible to reinstate at the time you establish your PSRS membership. This will include a cost estimate.

In addition to reinstating previously forfeited PSRS service, there are other types of service you may be eligible to <u>purchase</u>. If you were on military, sick or maternity leave, or had a break in your PSRS-covered employment when you worked elsewhere, you may be eligible to purchase service for that time. You can also purchase service for employment prior to becoming a PSRS member. In limited cases, members may be able to transfer or recognize service earned with other Missouri public retirement systems.

## 2024-2025 Payroll Calendar

July '24									
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June '25									
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29	30								



Regular Pay Days

Pay Period Begins

Pay Period Ends

12-Month annualized pay employees will receive a payday deposit each month.

10-Month annualized pay employees will receive 2 payday deposits on June 13, 2025.

9-Month annualized pay employees will receive 3 payday deposits on June 13, 2025.

Hourly and Stipend pay employees will receive a payday deposit once a month for hours worked during the previous pay period.

Work week is from Sunday, 12:00 am to Saturday, 11:59 am for overtime calculations, for hours worked over 40.

## P 4510 Benefits

The Board of Education provides fringe benefits to full-time staff members. The extent and nature of fringe benefits provided may vary from employee group to employee group. Newly hired non-certified employees determined to be non-exempt by FLSA classification are eligible to become a participant in the benefit plan on the first day of the month following the sixtieth day after commencing active work with the district. The wait period for benefits will be waived for non- certified employees rehired within one year of their departure. Generally, newly hired certified full- time exempt staff members are eligible on September 1 of the current school year.

Full-time non-certified employee's benefit coverages include:

- Liability Insurance immediately
- Worker's Compensation Insurance immediately
- Unemployment Compensation Insurance immediately
- Medical Insurance on the first day of the month immediately following 60 days from their start date
- Vacation and Sick Days pro-rated
- Holiday Pay immediately

Full-time certified employees' benefit coverages include:

- Liability Insurance immediately
- Workers' Compensation Insurance immediately
- Unemployment Compensation Insurance immediately
- Medical Insurance on the first day of the month immediately following their start date
- Vacation and Sick Days pro-rated
- Holiday Pay immediately

Board Approved Date: July 26, 2021 Last Updated: July 2021

## P 4530 Workers' Compensation Benefits

Employees who suffer an injury caused by an accident or occupational disease arising out of and in the course of employment ("work-related injury") will receive benefits paid by the District according to the Workers' Compensation Law of the State of Missouri ("the Law"). Absence from duty resulting from a work-related injury will be compensated according to the Law. Employees who receive workers' compensation benefits for lost time from work due to a work-related injury are not eligible for additional sick leave or vacation benefits under this policy, except with respect to those employees whose average weekly wage is defined by the Law ("average weekly wage") exceeds the actual wage necessary to obtain the maximum total disability rate as defined by the Law ("maximum wage").

In addition to the benefits for temporary total disability allowed under the Law, an employee whose average weekly wage at the time of the work-related injury exceeds the maximum wage at the time of the work-related injury will receive in wages the difference between the employee's average weekly wage and the maximum wage during the time period such employee is entitled to temporary total disability benefits under the Law. This additional benefit provided herein does not affect an employee's wage rate for purposes of permanent disability benefits.

Last Updated: February 2019

## R 4530 Workers' Compensation Benefits

Employees of the Sedalia School District who suffer an injury or illness caused by an accident or occupational disease arising out of and in the course of their employment ("a work-related injury"), when the accident or occupational disease is the prevailing factor in causing both the resulting medical condition and disability, will receive appropriate medical care and a managed return to work, in accordance with the Workers' Compensation Law of the State of Missouri ("the Law").

The Sedalia School District has developed an Injury and Accident Prevention Program, with the objective of maintaining a safe and healthful work environment for all employees. The safety of our employees is of utmost importance; therefore the District has adopted the following safety regulations. Employee workers compensation benefits may be reduced if an injury is caused by a violation of the following instructions. These rules not only contribute to providing our employees with a safer work environment but may also reduce the district's workers compensation costs. It is important that you clearly understand these rules and follow them.

#### Workers' Compensation Benefits Payable

Employees who suffer a work-related injury will receive benefits paid by the District according to the Law.

If an injury is deemed compensable, the employee will receive, subject to all provisions of the Law:

- 1. Medical treatment approve by the District.
- 2. Temporary total disability ("TTD") benefits from the District's insurer, if the employee is absent from work for more than three working days. TTD benefits are equal to two-thirds of the employee's "average weekly wage." The "average weekly wage" is calculated by the District as the average of the employee's wages for thirteen weeks preceding the work-related injury. Employees who receive workers' compensation benefits for lost time from work due to a work-related injury are not eligible to use sick, personal or vacation leave benefits to supplement income while receiving TTD benefits under this policy.
- 3. If an employee is absent from work due to a work-related injury for only three (3) working days or less, the employee will not receive TTD benefits; however, the employee may elect to use any accumulated sick leave, vacation or personal days for any missed time from work.
- 4. If the injury is severe and it causes permanent disability, the Division of Workers' Compensation may award a lump-sum benefit for the disability.
- 5. An employee's available Family and Medical Leave Act (FMLA) absence allowance may be drawn down concurrent with absences due to a work-related injury, if the absence qualifies as a serious health condition under the FMLA.
- 6. District #200 requests that employees schedule medical treatment, physical therapy or evaluations after regularly scheduled work hours whenever possible. Employees will not receive TTD benefits for time missed from work to attend medical treatment, physical therapy or medical evaluations, including District-requested medical evaluations.
- 7. Employees may not receive TTD benefits while receiving unemployment benefits.
- 8. If an employee is terminated from employment with the District due to post-injury misconduct, the employee will no longer receive TTD benefits for any pre-termination injury or illness.

#### **Direction of Medical Care**

In Missouri, the District is afforded the right to select the medical care provider(s) for employee work-related injuries.

The District's Workers' Compensation Claims Administrator maintains a current list of approved medical providers. The employee, however, maintains the right to use the provider of the employee's choice, but any expenses associated with that use will be borne solely by the employee.

#### Continuation of Employee Benefits While Off Work Due to Compensable Injury

If an employee is not able to work due to a compensable injury, and as along as the injured person remains an employee of the District, all regular employee benefits may continue. However, since the employee will receive wage benefit checks directly from the insurer and not through the District's regular payroll system, the employee's portion of the cost for those benefits cannot automatically be deducted from the employee's payroll check. Therefore, the employee is responsible for making separate payment arrangements with the District's Payroll Office.

#### **Compliance With Physician's Orders**

An employee with a compensable injury must strictly follow any and all instructions of the treating physician. This compliance includes, but is not limited to: prescription use, therapy, rest, following activity restrictions, and returning for follow-up visits. Compliance with medical instructions is mandatory on and off the job. Failure to comply with the treating physician's instructions may result in the denial of benefits under the Law.

#### Notice Requirements

A work-related injury or illness, including all occupational diseases, must be reported in writing by the injured employee to the school nurse and to his or her supervisor immediately. At the very latest, an injury or illness, including all occupational diseases, must be reported in writing within thirty (30) days of the accident, or in the case of an occupational disease, of a diagnosis. Failure to report an injury in accordance with this provision may result in a denial of benefits under the Law. More specific notice requirements are set forth below.

#### Drug and/or Alcohol Use/Testing

Under the Law, workers' compensation benefits can be denied if an employee is found to be using alcohol and/or non-prescribed controlled drugs in the workplace and the use is the proximate cause of the injury. If the employee is found to be using drugs/alcohol and the use is not the proximate cause of the injury, a 50% penalty can be levied against otherwise payable benefits.

Note: There is a presumption that alcohol use was the proximate cause of an injury if an employee's blood alcohol level exceeds the legal limit. Additionally, an employee's refusal to take a drug or alcohol test requested by the District will result in the forfeiture or workers' compensation benefits.

Employees who sustain a work-related injury will be subject to alcohol/drug testing as provided for in Policies 4870 and 4871.

#### Rule Violation or Willful Failure To Use Safety Devices

If an employee violates a rule of the District or fails to use a required safety device, that employee's workers' compensation benefits may be reduced by 25-50%. Specific safety regulations are listed in detail below.

#### Failure To Return To Work After Physician Release

An employee who fails to return to work after receiving a release from his/her treating physician, will be considered absent from their job without authorization. Such employees may be considered excessively absent if they fail to return to work after being released to do so, in accordance with the District policy 4310.

#### Vocational Rehabilitation Assessment

It will be the option of the Sedalia School District to require employees to submit to a vocational rehabilitation assessment. The District will require these assessments on a case by case basis as deemed appropriate.

#### **Transitional Modified Duty**

Transitional Modified Duty is a temporary assignment when an employee returns from a workrelated injury with medical restrictions or modified duties based on the physician's recommendations. The duration and type of duty an employee is assigned will vary on a case-bycase basis. The assignment can include tasks from the employee's current job duties or other work assignments based on the District's needs, the employee's ability to perform the job duties, and the health care provider's certification approving these duties. Employees may return to work fulltime, part-time, or on an intermittent basis, based on the District's needs.

#### Penalties For Fraud

In accordance with the Law, any employee who submits a fraudulent workers' compensation claim and/or misrepresents facts can be found guilty of a Class A misdemeanor and may be subject to substantial criminal fines.

#### Procedure Immediately Following an Injury

Immediately following an injury, please comply with the following procedure:

- 1. Assess the situation. If emergency medical attention is needed, call 911immediately!
- 2. If not an emergency, get on site medical attention for your injury from a school nurse or trained staff whenever available.
- 3. If the injury requires a physician visit, all appointments must be made through the District's Workers' Compensation Claims Administrator. Do not make physician appointments on your own. Our group physician is Bothwell Walk-In Clinic, 3700 W 10th St, Sedalia, Missouri, phone 827-7900. (If injury is an emergency, seek assistance immediately.)
- 4. Report all injuries to the school nurse during school hours <u>and</u> to your immediate supervisor. They will refer the incident to the District's Workers' Compensation Claims Administrator.
- 5. The school nurse or your supervisor will report all incidents and injuries to the District's Workers' Compensation Claims Administrator immediately. Melinda Strange, Sedalia School District Insurance Coordinator, 660-829-6451.
- 6. Complete and sign an Incident ReportForm.
- 7. Employees should report injuries within 24 hours of the accident or injury even if no immediate medical attention is sought. All injuries or accidents must be reported in writing within thirty (30) calendardays.

8. It is the employee's responsibility to notify his/her immediate supervisor if an accident occurs. NOT REPORTING AN ACCIDENT OR INJURY WITHIN THE REQUIRED TIME PERIOD COULD RESULT IN DELAYED PAYMENTS AND INCREASED MEDICAL EXPENSES THAT WILL BE THE RESPONSIBILITY OF THE EMPLOYEE.

#### Summary of Procedure Following an Injury

During your recovery period, please comply with the following procedure:

- 1. Follow the medical provider's orders; attend all scheduled medical and physical therapy appointments.
- 2. Cooperate with your workers' compensation carrier: RAS Companies, phone 1-800-732-1486.
- 3. Contact your supervisor regularly, letting them know your progress.
- 4. 4When you are released to full duty or transitional duty, call your RAS adjuster, your Sedalia School District supervisor, and the District's Workers' Compensation Claims Administrator immediately.
- 5. A copy of any and all physician's work releases (containing weight limits, number of hours employee is released to work, etc.) must be provided to your immediate supervisor and the District's Workers' Compensation Claims Administrator immediately.

#### **General Safe Workplace Practices**

All employees are required to comply with the following Safe Workplace Practices:

- 1. Never put yourself in a position in which must use all your body strength. you can barely lift a box up to a shelf, you have filled it too full. you have to push or pull with all your might to open an door or an object, you are likely to slip when it finally givesway.
- 2. Keep floors clean and free of liquid or objects. Report spills immediately to the appropriate personnel.
- 3. Keep loose sleeves, ties, gloves, jewelry, and long hair away from movingequipment.
- 4. Climb on proper ladders or stepstools only, not on chairs, desks, orshelves.
- 5. Don't run electrical cords across aisles or wetfloors.
- 6. Don't try to catch heavy or falling objects. Let them hit thefloor.
- 7. Unplug power equipment before making adjustments or when not inuse.
- 8. Don't pull out more than one file cabinet drawer at a time. Close drawers before youwalk away. Put heavy items in bottomdrawers.
- 9. Don't lock or block buildingexits.
- 10. Use a cart, dolly, or helper to move heavy objects. Maintenance and custodial staff must wear the lumbar belts provided by the district.
- 11. When operating power equipment on school grounds make sure children are kept away from the area of operation. Do not leave power equipmentunattended.
- 12. Do not remove safety devices from power equipment. Report any safety devices thataren't working properly to your immediatesupervisor.
- 13. When driving vehicles across occupied playgrounds or around school buildings, have a coworker or a school employee walk outside the vehicle to make sure childrenstay clear. Always place vehicle in gear, set handbrake and remove keys when leaving the vehicle unattended.
- 14. If your job requires you to drive a company owned vehicle, or any vehicle on company business; and/or ride on local, private, or public streets, the USE OF SEATBELTS IS MANDATORY for the driver and all passengers. Obey all posted traffic signs andspeed limits.
- 15. Employees must attend all safety seminars provided by the Sedalia SchoolDistrict.

- 16. Maintenance and custodial employees must wear the provided ice grips when removing ice from parking lots or sidewalks.
- 17. Food service and custodial personnel must wear slip resistant shoes during work hours.

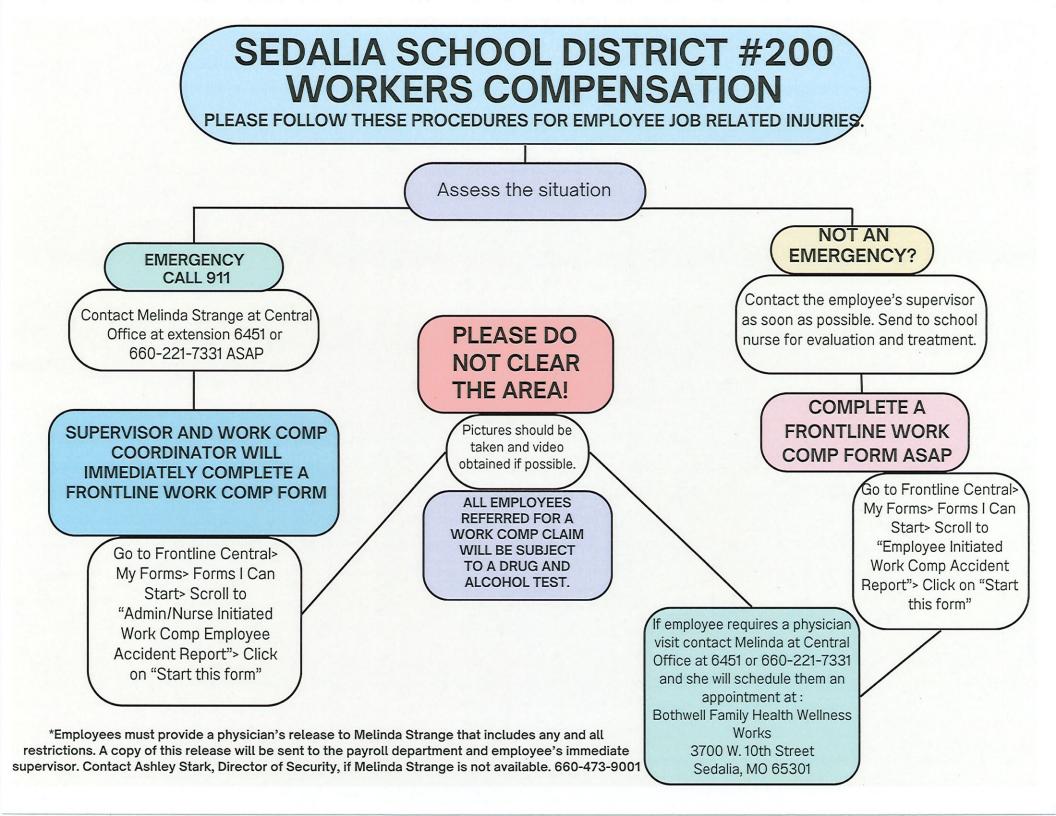
#### Policy Compliance

Employees are expected to comply with these policies as a condition of their employment. This includes, but is not limited to, the expectation that employees shall:

- comply with physician's orders,
- immediately notify school nurse and supervisor of work-related injury or illness,
- refrain from the use of drugs and/or alcohol in violation of the District's policies,
- comply with safety standards,
- return to work upon release of physician, and be absolutely truthful and accurate in all claims and reports.

Failure to comply with this policy may result in District discipline, up to and including discharge.

Last Updated: June 2022



Staff Participation Safety Guidelines

I. Applicability

These guidelines apply to all employees of the School District with special emphasis on principals, teachers, teaching assistants, and coaches. These guidelines apply on school ground and when off site at school sanctioned events; whenever or wherever the employee is performing their designated role for the District. Questions can be directed to the Workers Compensation Coordinator.

II. Purpose

Our School District is dedicated to keeping employees and students safe. Participating in student games and activities may result in serious injuries to staff, including concussions and other head injuries, spinal cord compression, torn ligaments and tendons, pulled muscles, and fractured bones.

- III. Guidelines and Safety Responsibilities
  - A. Your primary goals and responsibilities when interacting with students are to instruct, evaluate, encourage, supervise, communicate, manage, and direct-all at a safe distance from injury risks.
  - B. Physically participating in activities or events should be avoided. These can include, but are not limited to: recess play, sports, field trip activities, pep rallies, and student vs. staff physical challenges.
  - C. These guidelines should be considered when planning staff team-building exercises and any staff involvement in activities/events occurring on and off school grounds.
  - D. When demonstration of a specific physical skill is needed, it should be done at a low level of speed and intensity. Alternative teaching methods should be considered, including video or pictures.
  - E. When repeated demonstration during active practice is needed, an experienced student or group of students should model the special techniques. This will encourage leadership skills and keep the staff person's body out of harms way.
  - F. Remember that your time is best spent teaching and coaching, not recovering from injuries!
  - G. Not following these safety guidelines may result in immediate disciplinary action.

## P 4540 Group Insurance Benefits

The Board of Education directs that medical group insurance coverage for eligible staff members will be provided. Newly hired non-certified employees determined to be non-exempt by FLSA classification shall become eligible to be a participant in the benefit plan on the first day of the month following the sixtieth day after commencing active work with the district.

Generally, newly hired certified full-time exempt staff members are eligible on September 1 of the current school year.

The Superintendent/designee will solicit proposals and make recommendations to the Board for approval of the insurance provider.

Employees shall be given information regarding COBRA benefits at the times of employment and separation, in accordance with law.

The contract for medical insurance will be submitted for competitive bidding at least once every three years. For purposes of this policy competitive bidding means public notice of the request for medical insurance bids and the provision of information about district participants, claims history, and the details of the District's existing health insurance policy and proposed modifications.

Any district health insurance contract or plan shall include a provision allowing persons who retire from the district to remain or become members of the plan if they are eligible to receive benefits under the Public School Retirement System of Missouri (PSRS) or the Public Education Employee Retirement System of Missouri (PEERS). In addition, the retiree's spouse and children must be allowed to become members of the plan if they are receiving or are eligible to receive benefits under the PSRS or PEERS. Unless otherwise required by law or agreement, retirees and their spouses and children who enroll must timely pay the full cost of the premiums in accordance with District procedures. Retirees and their spouses and children will have one year from the date of retirement to qualify and enroll in the coverage. Once that date has passed, if a retiree or his or her spouse or children discontinue district coverage, they are not eligible to re-enroll (unless the retiree returns to full-time employment with the district).

Board Approved Date: December 14, 2020 Last Updated: February 2019

#### R 4540 Group Insurance Benefits

The insurance program for all school personnel who are eligible shall be determined by the annual school budget as first approved by the Board of Education.

There may be years in which the amount determined by the Board to be set aside for personnel insurance benefit will not equal the total amount required by the coverage carrier. The employee must pay the difference or elect not to participate in the program

If the employee elects not to take the Board benefit, the Board is not obligated to reimburse the employee an equal amount of the benefit not taken.

The final date for notification of participation in the health benefit by the employee is the date set by the insurance company.

Group insurance benefits are made available to full-time personnel, as defined by the District and/or the insurance provider. For purposes of health coverage, a "full-time employee" is one who is credited with an average of 30 hours of service or more per week or 130 hours of service per month.

In general, when the district reasonably expects that an employee new to the district will be a full- time employee, the district will provide access to health coverage when the employee begins the position, after the appropriate waiting period. However, it is not always clear whether an employee will work full-time for the district. In those situations, for employees who are salaried or hourly, the district will use the look-back measurement method to regularly determine whether the employees are eligible for health coverage and whether they will continue to be eligible for health coverage.

#### **Hours of Service**

An hour of service is each hour for which an employee is paid, or entitled to payment, for the performance of duties for the district, and each hour for which an employee is paid, or entitled to payment by the district, for a period of time during which no duties are performed due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty or leave of absence as detained by law. An hour of service does not include services performed by bona fide volunteers, as defined in the law.

#### Look-Back Measurement Method

In accordance with law, the district will set a measurement period to give the district an opportunity to evaluate the employees' hours. Employees who are credited with an average of 30 hours of service per week or 130 hours of service per month during the measurement period will be offered access to district-sponsored health coverage during a stability period.

#### Standard Measurement, Administrative and Stability Periods

For ongoing employees, the standard measurement period begins on May 1 and ends on April 30.

Immediately following the standard measurement period is a standard administrative period that begins on May 1 and ends on June 30. During the standard administrative period, the district will analyze the number of hours the employee worked during the standard measurement period and contact the employee regarding his or her eligibility to join the district's health coverage.

If the employee is eligible, the employee will be given an opportunity to enroll in and remain on the district's health coverage for the standard stability period that begins on July 1 and ends on June 30, as long as the employee continues to be employed by the district, regardless of the number of hours of service credited to the employee during that time period.

#### Initial Measurement, Administrative and Stability Periods

For new employees, the initial measurement period begins on the first day of the month immediately following the first day of employment; however, if the employee begins employment on the first day of a month, that date will be used. The initial measurement period ends on a date 12 months later. New employees who are subject to the measurement period will not be offered district-sponsored health coverage during the initial measurement period.

Immediately following the initial measurement period is an initial administrative period that lasts one calendar month. During the initial administrative period, the district will analyze the number of hours the employee worked during the initial measurement period and contact the employee regarding his or her eligibility to join the district's health coverage.

If the employee is eligible, he or she will be given an opportunity to enroll in and remain on the district's health coverage for the initial stability period that lasts 12 months, as long as the employee continues to be employed by the district. Once an employee has completed the initial measurement, administrative and stability periods, the standard measurement, administrative and stability periods will be used to determine the full-time status of the employee.

#### **Employment Break Periods and Special Unpaid Leave**

*Employment Break Period* - An employment break period is a period of at least four consecutive weeks during which an employee is not credited with hours of service for the district, excluding special unpaid leave.

Special Unpaid Leave - Special unpaid leave is unpaid leave that is 1) subject to the Family and Medical Leave Act, 2) subject to the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) or 3) due to jury duty.

The district will determine the average hours of service for a measurement period by first excluding any period of time attributed to any special unpaid leave or employment break period during the measurement period. The district will then calculate the average hours of service per week during the remaining period of time. The district will multiply that average weekly rate by the number of weeks of special unpaid leave and credit the employee with those hours of service. The district will also multiply that average weekly rate by the number of weeks in any employment break period and credit the employee with those hours of service up to 501 hours. The district will then add the hours of service credited to the employee for any period of special unpaid leave and employment break period to the hours of service accumulated during the measurement period and divide this number by the number of weeks or months in the entire measurement period to determine the average hours of service for the measurement period and the employee's eligibility for health coverage.

#### Other Breaks and Absences

In accordance with law, the district will use the following rules in determining the full- time employment status of a professional stall member:

*Rule of Parity* - If a new employee is employed by the district for less than eight consecutive weeks and then does not provide an hour of service for eight consecutive weeks or more, the district may consider the employee terminated and rehired once the employee has returned. The number of weeks initially employed is calculated after application of averaging methods related to employment break periods and special unpaid leave when applicable.

*Termination Rule* --If an employee is not credited with an hour of service for a period of at least 26 consecutive weeks and then resumes providing services to the district, the district may consider the employee as having terminated employment during the break and been re- employed as a new employee for the limited purpose of determining eligibility tor health coverage. Applicable waiting periods for insurance may apply.

#### Special Rule for Employees Who Transition from Full-Time to Part-Time Positions or Status

For any full-time employee who transitions to a part-time position or status, including employees who retire from the district and return on a part-time basis, after the initial three full calendar months following the change in position or status, the District will use the monthly measurement method to determine whether the employee continues to quality as a full-time employee. The monthly measurement method will be used until the end of first full measurement period and the subsequent administrative period in the new position or status. This rule is limited to employees who work on average less than 30 hours of service per week in the new position or status.

#### Payroll Deduction Administration Voluntary Deductions 9 Month Employees

Voluntary payroll deductions are limited solely to ensuring that the employee's requested deduction is disbursed to the designated authorized vendor. Voluntary deductions are payroll deductions that an employee can authorize to be taken from their net pay and have it paid directly to an authorized vendor. All voluntary deductions must be approved by the Payroll Office.

Employees that do not receive a check each month, but do have insurance deductions that need to be paid for 12 months of the school year will have additional premium(s) withheld as a separate payroll deduction, and escrowed until disbursed to vendors.

Example: An employee's monthly deduction for health insurance is \$100.00. The individual receives a full pay check for only nine out of the 12 months (October through June). The cost for three months of premium(s) will be payroll deducted over nine months (October through June).

The monthly cost of the premium will be payroll deducted as three additional deductions each of the nine months, and will be held in escrow until the July, August, and September premium(s) are disbursed to the vendor. In June of each year, the employee's escrow deductions are subject to change due to open enrollment, and premium dollar amount changes. All open enrollment changes are effective as of July I of each year. The BCBS and Principal June payroll deducted premium(s) are for the July payment. Employees with insurance coverage(s) that do not receive a check each month, and who terminates employment with the District will have coverage through the end of the month that employment is terminated.

Example:

	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June Escrow calculations are updated due to open enrollment and premium changes.
Premium Invoiced by Insurance Company		\$100.0 0	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
Premium Deduction	\$0.00	\$0.00	\$0.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
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9/15/2021

Sedalia School District 200 | R 4540 Group Insurance Benefits

9/13/2021	36		I DISTINCE ZU	0   1 4340 (	Sloup Insul	ance bener	115		
Escrow 10 Month (July)	\$11.12	\$11.12	\$11.12	\$11.12	\$11.12	\$11.12	\$11.12	\$11.12	\$11.04
Escrow 11 Month (Aug)	\$11.12	\$11.12	\$11.12	\$11.12	\$11.12	\$11.12	\$11.12	\$11.12	\$11.04
Escrow 12 Month (Sept)	\$11.12	\$11.12	\$11.12	\$11.12	\$11.12	\$11.12	\$11.12	\$11.12	\$11.04

Note: New Hires that are nonexempt full time employees (regularly scheduled to work 30 or more hours per week) will become eligible for benefits on the first day of the month following the 60th day after commencing active work with the District. Therefore, insurance benefits and deductions will not be escrowed their first year of employment.

Board Approved Date: October 2015 Last Updated: February 2019

## P 4320 Personnel Leave

The Board of Education shall adopt regulations for the following types of leave for District employees:

- 1. Sick Leave
- 2. Personal Leave
- 3. Bereavement Leave
- 4. Leave for Jury Duty
- 5. Military Leave
- 6. Leave of Absence
- 7. Family and Medical Care Leave (See Policy and Regulation 4321.)
- 8. Domestic/Sexual Violence Victim Leave

Board Approved Date: August 23, 2021

Last Updated: August 2021

# R 4320 Personnel Leave

# Paid Sick Leave

District employees will be provided with twelve (12) days of sick leave per year, two of which can be used as personal. However, employees who do not complete a full contracted year, will have sick leave days pro-rated accordingly. Sick leave may only be used for personal illness of the staff member; illness in the immediate family defined as spouse, children, parents, siblings, aunts and uncles, foster parents, in-laws, and grandparents; funeral leave involving family and/or friends.

Unused sick leave may accumulate to a total of 90 days. The employee is credited with those days the first day of the contract. The Board reserves the right to require a physician's certification attesting to the illness or disability of the claimant and/or inclusive dates of the employee's incapacitation if the absence is for more than ten (10) consecutive days.

## Sick Leave Incentive

District employees effective July 1, 2015, under the sick leave incentive program will be paid out as follows:

- Certified (teaching) staff will be paid \$50 for each unused sick day awarded in that school year.
- Non-Certified (support) staff will be paid \$35 for each unused sick day awarded in that school year.

In addition, the unused sick leave will be added to the employee's individual sick leave balance, and will be carried over to the next school year until the employee has accumulated 90 days. Unused personal leave days that roll over into sick leave are not counted as part of the sick leave incentive program.

Once 90 days have been accumulated, the employee will be paid out as follows:

• Certified staff will be paid \$35 for each unused sick day accumulated over 90 days.

• Non-Certified staff will be paid \$25 for each unused sick day accumulated over 90 days.

All leave will be paid in June, unless separation from the District is prior to June. Employees who complete a full year but are leaving the district are still eligible to receive the incentive payout.

## Personal Leave

Paid personal leave days may only be used for personal business that cannot be transacted in non- work hours. Personal leave days cannot be used for work stoppages or extending school holidays. Personal leave will not be granted for an employee due to adverse weather conditions. Personal leave will not be granted for the first three (3) student contract days of the school year, the last three (3) days of the school year, for the day before or the day following a regular scheduled vacation or holiday, scheduled workshop days, or on which conferences are to be held. Employees desiring to use personal days must schedule a request to the faculty principal at least one (1) week in advance. The Superintendent/designee has the right to deny any request for personal leave that does not conform to the policy or would cause a hardship to students or staff. Employees will be provided with two (2) days of personal leave per year, which shall be non-cumulative.

## Bereavement/Funeral Service Leave

A maximum of three (3) days may be used annually for bereavement/funeral service purposes. Use of these days will be charged to sick leave. Bereavement leave is available only upon the death as defined in the sick leave regulation. Bereavement leave is not accumulative. In unusual circumstances the Superintendent shall have the authority to interpret these provisions to prevent undue hardships upon members of the staff.

## Leave for Jury Duty

Employees called for jury duty or subpoenaed to testify in a civil or criminal proceeding will be granted leave apart from personal leave. Employees will receive their normal pay less any jury or witness fees received.

## **Military Leave**

An employee who is a member of the National Guard, or an organized military service of the United States, and who is required by laws of the

United States or the State of Missouri to report for military duty, including training, shall be eligible for a grant of military leave.

Application for military leave shall be made in advance, as soon as practicable after the employee becomes aware of his/her obligation to report and immediately upon the employee's receipt of official notice to report. A copy of the official orders must be added to the leave application. The Superintendent/designee must approve the application. Emergency mobilization orders shall be dealt with on an individual basis.

The District recognizes that employees who receive notice to report for duty typically are not provided with discretion as to when to report. However, whenever an employee has a choice as to when to report for military duty, the employee's military leave shall be arranged during periods in which school is not in session. When the employee is given a choice as to when to report for duty, the Superintendent/designee may request that the employee seek a change in military orders if such a change appears to be in the best interest of the District.

Employees shall receive leave with pay for the first fifteen (15) calendar days of military leave in each federal fiscal year. Additional military leave shall be without pay, except as required by federal and state law.

Each employee shall furnish a copy of the employee's military payroll voucher to the Superintendent/designee within thirty (30) days of the employee's return to regular assignment so that the necessary salary adjustments can be made.

Employee eligibility for reinstatement after military duty is completed shall be determined in accordance with federal and state laws.

#### **Professional Leave**

A maximum of two (2) days annually may be used with full pay to an individual for professional leave. Professional leave must be approved prior to taking the leave and is the direct responsibility of the Superintendent. Approved professional leave days will be deducted from the individual's accumulated sick leave.

The following items qualify as professional leave:

- Observation of a master teacher or innovative program in a comparable school situation.
- Meeting or workshop related to general professional improvement.
- Requests from other institutions or organizations for participation of our staff members in their programs.

# **Designated Leave**

Staff members may be excused from their regular daily assignment and assigned to other professional activities or duties approved by the Superintendent through his/her delegated representative, the assistant superintendent, without reduction in pay or sick leave accumulation.

Designated absence from regular duties will be based on a priority benefit principle. Designated absence is normally initiated by the administration. Staff attendance at meetings, workshops, or other professional activities, which offer the District benefits above and beyond the regular daily assignment of the individual are approvable, designated absences.

Expenses incurred as a result of designated absence initiated by the administration will be reimbursed by the District within current administrative guidelines. Staff initiated requests for designated leave will not be approved for reimbursement unless the administration agrees that all aspects of the absence meet the priority benefit principle. Designated absences for special events or meetings must be submitted on the Designated Leave Form at least one (1) week prior to the anticipated absence.

When expenses are allowed by the District, they shall include.

- 1. Registration fees
- 2. Lodging
- 3. Transportation or mileage (only one car if several employees attend the same conference)
- 4. A per diem meal allowance established by the Superintendent annually.

All expenses except meals shall be verified and attested to the District Bookkeeper.

## Leave of Absence

Upon the recommendation of the Superintendent/designee and the approval of the Board, an employee of the District may be granted a leave of absence for Non-Family and Medical Leave Act (FMLA) child care, education, or other good cause. Application for leave is to be made in writing to the Superintendent/designee via Principal/supervisor and must include the period for which the leave is requested and the reasons for the request. The period should be set to least disrupt the education of students. Requests for leave for an entire school year should normally be made in writing before March 1 of the preceding year.

If leave is approved by the Board, the employee is not paid for the period of the leave. Insurance benefits may be continued by the employee by making all payments to the Payroll Office, one month in advance.

Whenever a leave of absence has been granted by the Board to the end of the school year, the employee must notify the Superintendent in writing by the first day of March of an intention to resume his/her position at the beginning of the next school year. Failure to notify the Superintendent/designee of such intention will be regarded as a resignation.

Upon completion of an approved leave, provided proper notification is given, a teacher will be re- employed by the District unless placed on involuntary leave of absence if tenured; or, if notified of non-renewal of contract by April 15 if a probationary teacher.

If desired, and whenever feasible, the employee will be placed on the same or equivalent position to the one held prior to the approved leave.

**NOTE:** Leave of absence without pay under the provisions of this regulation does not apply as service towards tenure for probationary teachers.

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Board Approved Date: August 23, 2021
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Last Updated: July 2021

# SEDALIA SCHOOL DISTRICT #200 PTO Leave Days NOT Allowed

2024-2025 School Year

August:	August 5 <sup>th</sup> & 6 <sup>th</sup> (PD/Work Days) August 19 <sup>th</sup> , 20 <sup>th</sup> & 21 <sup>st</sup> (PD/Work Days) August 22 <sup>nd</sup> , 23 <sup>rd</sup> & 26 <sup>th</sup> (first three days of school) August 30 <sup>th</sup> (day before Labor Day)
September:	September 3 <sup>rd</sup> (day after Labor Day) September 30 <sup>th</sup> (PD Day)
October:	October 11 <sup>th</sup> (Work Day) October 16 <sup>th</sup> & 17 <sup>th</sup> (Parent-Teacher Conference Days) October 18 <sup>th</sup> (Work Day)
November:	November 1 <sup>st</sup> (PD Day) November 26 <sup>th</sup> (day before Thanksgiving vacation)
December:	December 2 <sup>nd</sup> (day after Thanksgiving vacation) December 20 <sup>th</sup> (day before Christmas vacation)
January:	January 6 <sup>th</sup> (Work Day & day after Christmas vacation) January 17 <sup>th</sup> (PD Day & day before Martin Luther King Day) January 21 <sup>st</sup> (day after Martin Luther King Day)
February:	February 14 <sup>th</sup> (PD/Work Day & day before Presidents Day) February 18 <sup>th</sup> (day after Presidents Day)
March:	March 7 <sup>th</sup> (Work Day) March 12 <sup>th</sup> & 13 <sup>th</sup> (Parent-Teacher Conference Days) March 14 <sup>th</sup> (Work Day & day before Spring Break) March 24 <sup>th</sup> (day after Spring break)
April:	April 16th (day before Easter break) April 22 <sup>nd</sup> (day after Easter break)
May:	May 20 <sup>th</sup> , 21 <sup>st</sup> & 22 <sup>nd</sup> (last three days of school) May 23 <sup>rd</sup> (Work Day)

Personal Leave (as per Board of Education Policy 4320 and Regulation 4320)

Effective July 1, 2008 - - Paid personal leave days may only be used for personal business that cannot be transacted in nonwork hours. Personal leave cannot be used for work stoppages, or extending school holidays. Personal leave will not be granted for an employee due to adverse weather conditions.

District reserves the right to change these days based on weather related calendar changes.

# **Maternity Leave Checklist**

#### What is maternity leave?

• Maternity leave is the time a mother takes off from work (normally six weeks) at the birth or adoption of a child.

#### What forms are required from the District?

- Family and Medical Leave Act (FMLA)
- personal/sick leave request
- vacation time request (250-day employees only)

As you organize your leave, put your paperwork in a folder. Keep copies of everything, including any forms you submit.

#### Does the District offer paid maternity leave? How many days?

#### Actual paid "maternity leave" will most likely be a combination of:

- accrued sick leave
- accrued personal leave
- accrued vacation -250-day employees only
- Short-term disability (a pregnancy that exists on the date your insurance plan starts is a pre-existing condition. The District's Guardian insurance will limit the maximum payment period to 2 weeks under our plan)

#### Unpaid "maternity leave" will be the following:

- FMLA
- dock in pay for exempt employees with no available leave
- unpaid for non-exempt employees with no available leave

In any case, you will want to start looking into your options as early as you can during your pregnancy, and make sure you have all of your paperwork sorted out before the baby arrives.

#### How and when should I request leave?

- Federal guidelines require you to request leave at least 30 days before you plan to take it.
- It would be to your advantage to contact the District Office as you find out about your pregnancy in reference to your leave request.
- The payroll department can offer more financial budgeting possibilities the sooner you turn in your leave request.

#### How do I decide when to start my leave?

• There is no "right time" to stop working. You will need to monitor your pregnancy to determine the right time to start maternity leave.

#### When should I add my newborn to my health insurance?

#### <u>A newborn child must be added within 31 days of the birth in order for the</u> <u>newborn to be covered back to date of birth.</u>

#### If the employee already has child coverage with the District, the newborn will automatically be added, but you still need to complete an enrollment form within 31 days to keep the child on the plan.

• If the employee does not enroll the new dependent within 31 days of becoming eligible, then the dependent will be considered a late enrollee and will not be covered until the following July 1st.

#### What if I elected Short Term Disability Policy?

The employee cannot receive over 100% of their pay. If you are receiving paid time off 'PTO' after your Short-Term Disability benefit begins; Principal Short-Term Disability will not pay over 100% of your pre-disability earnings. Therefore, if you are receiving PTO, Principal will NOT issue benefits from their Short-Term Disability Policy.

### P 4321 Family and Medical Leave

The Board of Education recognizes that leaves of absence are occasionally necessary due to family or medical reasons or in certain circumstances associated with servicemembers' service in the Armed Forces. The District has adopted detailed procedures to ensure compliance with the Family and Medical Leave Act of 1993 (FMLA). As provided by District regulations, eligible employees are entitled to use up to twelve (12) workweeks of unpaid leave for family and medical reasons (up to 26 workweeks for covered events related to those serving in the Armed Forces). The Board of Education has designated a District administrator to act as FMLA Compliance Officer. As part of its compliance program, the District will notify each employee of the name, address and telephone number of the District's FMLA Compliance Officer and will provide a statement of commitment to adhere to FMLA regulations. The FMLA Compliance Officer will regularly evaluate the District's FMLA compliance of a compliance of a statement of commitment to adhere to ensure fair and equitable opportunities for all eligible employees.

Last Updated: October 2013

# R 4321 Family and Medical Leave

#### A. ELIGIBLE EMPLOYEES

Employees eligible for family and medical leave must:

- 1. Have been employed for a total of at least twelve (12) months (not necessarily consecutive); and
- 2. Have worked at least 1,250 hours during the twelve (12) months immediately preceding the commencement of the leave (for non-instructional staff and part-time instructional staff), or have been considered full-time (for instructional employees); and
- 3. Be employed at a work-site where the employer employs at least fifty (50) employees within a 75-mile radius.

All periods of absence from work due to or necessitated by USERRA-covered service is counted in determining the employee's eligibility for FMLA leave.

#### **B. QUALIFYING REASONS FOR LEAVE**

An eligible employee may take unpaid leave for the following reasons:

- 1. The birth of the employee's child (leave must be concluded within one (1) year of the date of birth).
- 2. The placement of a child with the employee for adoption, or foster care when foster placement is pursuant to State action (leave must be concluded within one (1) year of the date of placement).
- 3. The care of the employee's child (including biological, adopted, or foster child, stepchild, legal ward, or child of a person standing in loco parentis, who is either under age 18, or age 18 or older and is incapable of self-care because of mental or physical disability), spouse or parent (including a person who stood in loco parentis to the employee when the employee was a child -- but not parent "in-law"), who has a serious health condition.
- 4. The serious health condition of the employee that makes the employee unable to perform the essential functions of the employee's position.
- 5. Any qualifying exigency arising out of the fact the employee's spouse, son, daughter, or parent is a military member on covered active duty (or has been notified of an impending call or order to active duty) requiring deployment to a foreign country in support of a contingency operation. Such leave may include Rest and Recuperation leave up to a maximum of fifteen (15) calendar days.
- 6. Any qualifying exigency arising out of a military member's parent who is incapable of self-care when the care is necessitated by the member's covered active duty.
- 7. The care for a covered servicemember with a serious injury or illness, if the employee is the spouse, son, daughter, parent, or next of kin of the service member.

## C. DEFINITIONS

- 1. <u>Serious Health Condition</u> An illness, injury, impairment, or physical or mental condition that involves the following:
  - a. Inpatient Care: Inpatient care (overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity or any subsequent treatment in

connection with such inpatient care.

- b. **Continuing Treatment:** Continuing treatment by a health care provider, including the following:
  - i. *Incapacity and Treatment*: A period of incapacity of more than three consecutive calendar days and any subsequent treatment or period of incapacity relating to the same condition that also involves:
    - 1. Treatment two or more times, within 30 days of the first day of incapacity, by a health care provider, by a nurse or physician's assistant under direct supervision of a health care provider, or by a provider of health care services under order of, or on referral by, a health care provider; or
    - 2. Treatment by a health care provider on at least one occasion, which results in a regimen of continuing treatment under the supervision of a health care provider. The in-person treatment visit must take place within seven days of the first day of incapacity.
  - ii. *Pregnancy or Prenatal Care*: Any period of incapacity due to pregnancy, or for prenatal care (even if the absence does not last more than three days and the employee or family member does not receive treatment from a health care provider during the absence);
  - iii. *Chronic Conditions*: Any period of incapacity or treatment for such incapacity due to a chronic serious health condition (even if the absence does not last more than three days and the employee or family member does not receive treatment from a health care provider during the absence). A chronic serious health condition is one which:
    - 1. Requires periodic visits for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider;
    - 2. Continues over an extended period of time (including recurring episodes of a single underlying condition);
    - 3. May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.).
  - iv. *Permanent or Long-Term Conditions*: A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider. Examples include Alzheimer's, a severe stroke, or the terminal stages of a disease.
  - v. *Multiple Treatments*: Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health cares services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), kidney disease (dialysis).
- c. Exceptions: Unless complications develop, a Serious Health Condition does not include cosmetic treatments, such as most treatments for acne or plastic surgery, the common cold, the flu, ear aches, upset stomach, minor ulcers, headaches other than migraine, routine dental or orthodontia problems, periodontal disease, etc. Treatment for substance abuse by a health care provider or on referral by a health care provider may be a serious health condition if the conditions of this policy are met. Absence due to use of the substance, rather than for treatment, does not qualify for FMLA leave.
- d. **Current Servicemember**: A serious injury or illness for a current servicemember includes any illness or injury that existed before the beginning of the member's active

duty and which was aggravated by service in the line of duty on active duty in the Armed Forces.

- e. **Covered Veteran**: A serious injury or illness is one that was incurred or aggravated by the member in the line of duty on active duty in the Armed Forces and manifested itself before or after the member became a veteran and is:
  - i. A continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the servicemember unable to perform the duties of the servicemember's office, grade, rank, or rating; or
  - ii. A physical or mental condition for which the covered veteran has received a VA Service Rated Disability Rating (VASRD) of 50 percent or greater and such VASRD rating is based, in whole or in part, on the condition precipitating the need for caregiver leave; or
  - iii. A physical or mental condition that substantially impairs the veteran's ability to secure or follow substantially gainful occupation by reason of a disability or disabilities related to military service or would so absent treatment; or
  - iv. An injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.
- 2. <u>Treatment</u> Examinations to determine if a serious health condition exists and evaluations of the condition. "Treatment" does not include routine physical, eye, or dental examinations.
- 3. <u>Health Care Provider</u> Includes doctors of medicine or osteopathy, podiatrists, dentists, clinical psychologists, optometrists, chiropractors (for limited purposes), nurse practitioners, nurse-midwives, clinical social workers, so long as they are licensed (if required by state law) and are performing within the scope of their practice as defined under state law; Christian Science practitioners listed with the First Church of Christ, Scientist, Boston, Massachusetts; any health care provider from whom an employer or a group health plan's benefit manager will accept certification to substantiate a claim for benefits; a health care provider as defined above who practices in a country other than the United States and is licensed in accordance with the laws of that country.
- 4. <u>Regimen of Continuing Treatment</u> A course of prescription medication or therapy requiring special equipment to resolve or alleviate the health condition. A "regimen of continuing treatment" that includes the taking of over-the-counter medications such as aspirins, antihistamines, or salves, or bed rest, drinking fluids, exercise, and other similar activities that can be initiated without a visit to a health care provider, is not, by itself, sufficient to constitute a regimen of continuing treatment for purposes of FMLA leave.
- 5. <u>Qualifying Exigency</u> One of the following activities or conditions, occurring while the employee's spouse, son, daughter, or parent is on active duty in a foreign country or call to active duty status in the National Guard or Reserves:
  - a. Short-notice deployment notice is received seven days or less from date of deployment;
  - b. Military events and related activities;
  - c. Childcare and school activities arranging for alternatives or changed circumstances;
  - d. Financial and legal arrangements;
  - e. Counseling;
  - f. Rest and recuperation (15 days maximum);
  - g. Post-deployment activities; and
  - h. Additional activities agreed upon by the employer and employee.
- 6. <u>Covered Servicemembers</u> Any **current** member of the Armed Forces, including the National Guard or Reserves, and any covered veteran undergoing medical treatment, recuperation, or therapy for a serious injury or illness.

- 7. <u>Covered Veteran</u> An individual who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran.
- 8. <u>Instructional Employee</u> A person employed principally in an instructional capacity, whose principal function is to teach and instruct students in a class, a small group, or an individual setting, and includes athletic coaches, driving instructors, and special education assistants such as signers for the hearing impaired. The term does not include teacher assistants or aides who do not have as their principal function actual teaching or instructing, or auxiliary personnel such as counselors, psychologists, curriculum specialists, cafeteria workers, maintenance workers, bus drivers, or other primarily non-instructional employees.

## D. LENGTH OF LEAVE

- 1. <u>General Rule</u>: An eligible employee is entitled to up to twelve (12) workweeks of unpaid leave within a twelve-month period without loss of seniority or benefits. When both spouses in a family work for the District, they will be entitled to a total of twelve (12) weeks of unpaid leave (rather than 12 weeks each) for the birth, adoption, or foster placement of a child, or to care for a parent with a serious health condition.
  - a. The amount of leave available to an employee at any given time will be calculated by using a "rolling" 12 month period measured backward from the date an employee uses any FMLA leave.
  - b. All leave taken under the policy and leave for any other reason that would qualify under FMLA (e.g., worker's compensation leave that qualifies as a serious health condition), will be counted against the employee's leave entitlement under FMLA. Employees will be required to run all FMLA leave concurrently with other leaves available to the employee.
  - c. When an employee is not required to report for work for one or more weeks (e.g., instructional employees who do not report for work during Christmas/New Year holiday, or during the summer), such days will not count against the employee's FMLA leave.
- <u>Care of Covered Servicemembers Leave</u>: An eligible employee is entitled to 26 workweeks of leave to care for a covered servicemember with a serious injury or illness during a single twelve-month period, which begins on the first day the eligible employee requests this type of FMLA leave. The employee may take leave to care for a covered servicemember and leave for one of the other FMLA-qualifying reasons; however, in no event may an employee take more than 26 weeks of leave in a single twelve-month period.
- 3. Instructional Employees End of Term Exceptions:
  - a. If an instructional employee seeks leave for any purpose, including the employee's own serious health condition, of at least three (3) weeks in duration and the requested leave would begin more than five (5) weeks prior to the end of the academic term (school semester), the District may require the employee to continue taking leave until the end of the school term, if the instructional staff member's return to employment would otherwise occur during the three (3) week period before the end of such term.
  - b. If the instructional employee seeks leave for any purpose other than the employee's own serious health condition, less than five (5) weeks prior to the end of the academic term, the District may require the staff member to continue taking leave to the end of the term, if the leave is greater than two (2) weeks in duration and the return to employment would occur within two (2) weeks prior to the end of the term.
  - c. If the instructional employee takes leave for any purpose other than the employee's own serious health condition, within three (3) weeks prior to the end of the term, and duration of the leave is greater than five (5) days, the District may require the staff member to continue the leave until the end of the term.

d. When an employee is required to take leave until the end of an academic term, only the period of leave until the employee is ready and able to return to work shall be charged against the employee's FMLA leave entitlement.

#### E. COORDINATION WITH EXISTING LEAVE POLICIES

During a leave related to the employee's serious health condition, the employee shall exhaust all available paid sick leave, personal leave or vacation before continuing such leave on an unpaid basis.

During a family or medical leave provided under this regulation for all other FMLA-qualifying leave, an employee shall first exhaust all unused vacation or personal days before continuing such leave on an unpaid basis.

At the conclusion of any FMLA leave, an employee may elect to extend leave pursuant to the provision of other Board policies and regulations governing extended leave, so long as the employee is eligible for extended leave under such other policy or regulation. The amount of time taken for FMLA leave will be deducted from the period of leave available under other extended leave policies. Once the FMLA portion of the employee's leave has ended, and the employee has elected to continue on leave pursuant to another Board policy or regulation, the remaining portion of the leave will be governed by the provisions of the other policy or regulation with respect to compensation, benefits, reinstatement, and all other terms and conditions of employment as set forth in the other policy or regulation.

#### F. CERTIFICATION

The District shall retain the right to request a certification of the FMLA-qualifying need for leave from any employee making such a request. The procedure for providing such certification shall be as follows:

- 1. Serious Health Condition When an employee requests a leave of absence for a FMLAqualifying reason, the employee must submit to the Superintendent/designee, a written medical certification form (available in the Superintendent/designee's office). When the leave is for the employee's own serious health condition and District provides a list of the employee's essential job functions, the employee's health care provider must certify the employee is unable to perform an essential function of the employee's job.
  - a. **Timing** Upon receipt from the District, an employee has fifteen calendar days to return a complete and sufficient certification of the serious health condition. If the certification is incomplete or insufficient, as determined by the Superintendent/designee, the District shall state in writing the nature of the deficiency and grant the employee seven additional calendar days to provide the District with a complete and sufficient certification. Failure to provide such certification within the specified time period may result in denial or delay of leave.
  - b. Who May Contact Health Care Provider In the event the District determines an employee's certification remains either incomplete or insufficient, after the employee has been notified of any deficiencies and been granted time to correct such deficiencies, the following individuals will be authorized to contact the employee's health care provider:
    - i. The District's own health care provider;
    - ii. Human resources professional;
    - iii. Leave administrator; or
    - iv. Administration official.

Under no circumstances will the employee's direct supervisor be permitted to contact the employee's health care provider to certify the employee's health condition. Should an employee deny the District the ability to communicate with the health care provider regarding an incomplete or insufficient certification, the employee will be denied FMLA leave.

- c. **Second/Third Opinion** The District reserves the right to require an employee receive a second (and possibly a third) opinion from another health care provider (at the District's expense) certifying the serious health condition of the employee or family member. Further, second and third opinions may be required for military caregiver leave certifications that are completed by health care providers, as defined in Section 825.125 of the FMLA, who are not affiliated with DOD, VA or TRICARE.
- d. Fitness for Duty Before returning to work, an employee who is on leave for the employee's own serious health condition, must submit to the Superintendent/designee a health care provider's written certification form that the employee is able to perform the essential functions of the employee's job. The process for verifying the employee's fitness to return to duty shall be the same as for the initial certification set out above. Failure to provide a complete and sufficient fitness for duty certification may result in the delay or denial of job restoration.
- e. **Recertification** During the employee's leave, the District may periodically seek a recertification, no less than once every thirty days, unless the duration of the leave is known to be longer, in which case the District will not seek recertification until the end of the known duration of FMLA leave. The general rule has three exceptions, which permit the District to immediately seek a recertification from the employee. These exceptions include the following: 1) the employee requests a leave extension; 2) the circumstances necessitating leave change; or 3) the District received information disputing the validity of an earlier certification.
- f. Intent to Return to Work The District may require an employee to periodically report on the employee's intent to return to work.
- g. Family Relationship Employees requesting FMLA-qualifying leave related to a family member may be requested to provide reasonable documentation of the family relationship.
- 2. <u>Qualifying Exigency</u> The District may require an employee to provide it with a copy of the covered military member's active duty orders in support of a contingency operation, prior to permitting FMLA leave for a qualifying exigency. The District may also require the employee to certify, with reference to appropriate facts, that the reason for taking FMLA leave is permissible as it is one of the eight enumerated basis for taking qualifying exigency leave, as stated above. The process for any such certification shall adhere to the procedure outlined for serious health conditions, listed above. For Rest and Recuperation leave, the District may require a copy of the military member's Rest and Relaxation leave orders, or other documentation issued by the military setting forth the dates of the military member's leave.
- 3. <u>Care for Covered Servicemembers</u> The District may require certification completed by the covered servicemember's health care provider prior to permitting an employee to use FMLA for the care of a covered servicemember. In addition to certifying the authenticity of the covered servicemember's serious injury or illness, any certification must also identify the injury or illness as occurring in the line of duty while on active duty. The process for any such certification shall adhere to the procedure outlined for serious health conditions, listed above.
- <u>Care for Military Caregiver</u> The District may require a Certification of Military Caregiver Leave, to be completed by a Department of Defense (DOD) health care provider, a U.S. Department of Veterans Affairs (VA) health care provider, a DOD TRICARE network authorized

private health care provider, a DOD non-network TRICARE authorized health care provider or a health care provider, as defined in Section 825.125 of the FMLA who are not affiliated with DOD, VA or TRICARE. If the District requests certification, an employee may submit documentation of enrollment in the VA Program of Comprehensive Assistance for Family Caregivers as sufficient certification of the covered veteran's serious injury or illness. The documentation will be deemed sufficient even if the employee is not the named caregiver on the document. However, if the employee submits the documentation of the servicemember's enrollment in the VA Program of Comprehensive Assistance for Family Caregivers, the District may require the employee to provide additional information, such as confirmation of the familial relationship to the enrolled servicemember or documentation of the veteran's discharge date and status.

5. <u>Possibility of Waiver of Certification</u> - The District, at its sole discretion, may waive the certification requirements set forth in this Regulation, as the circumstances of each FMLA-leave request may permit. Under no circumstances shall the District's exercise of its discretion be interpreted or construed as a permanent waiver of the certification requirements, but such requirements shall remain in full force and effect unless and until the District specifically modifies or eliminates this Regulation.

#### G. INTERMITTENT OR REDUCED LEAVE

- 1. <u>Birth or Placement</u> Leave taken under this policy for the birth of a child, the placement of a child for adoption or foster care, or to care for such child may be taken on an intermittent or reduced work schedule only with the approval of the Board of Education.
- 2. <u>Non-Instructional Employees</u> FMLA leave, other than birth or placement of a child, may be taken on an intermittent or reduced-schedule basis when medically necessary. If an employee seeks leave on an intermittent or reduced-schedule basis, the employee must submit medical certification, as discussed above, and additional certification from a health care provider, that the intermittent or reduced-schedule leave is medically necessary.
  - a. The District may require an employee taking intermittent or reduced-schedule leave to transfer temporarily to an alternative available position for which the employee is qualified or may modify the employee's current position to better accommodate the employee's recurring periods of leave.
  - b. Whenever the need for the FMLA leave is reasonably foreseeable, the employee must make a reasonable effort to schedule the treatment so that it is not unduly disruptive to District operations.
- 3. <u>Instructional Employees</u> Leave taken because of the employee or family member's serious health condition may be taken on an intermittent or reduced-schedule basis when medically necessary. If an employee seeks leave on an intermittent or reduced-schedule basis, the employee must submit medical certification, as discussed above, and additional certification from a health care provider that the intermittent or reduced-schedule leave is medically necessary. If an instructional employee requests intermittent leave to care for a family member or the employee's own serious health condition that is foreseeable based on planned medical treatment, and the employee would be on leave for more than twenty (20) percent of the total number of working days over the period of the leave, the District may require the employee to:
  - a. Take leave for a period or periods of a particular duration, not greater than the duration of the planned treatment; or
  - b. Transfer temporarily to an available 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.

The employee must make a reasonable effort to schedule the treatment so that it is not unduly disruptive to District operations. The District will not require the employee to take more leave than is necessary to address the circumstances that precipitated the need for the leave, and will calculate time lost in the same method used to calculate other types of absences, at an increment of no more than one hour.

#### H. INSURANCE PREMIUMS

During an employee's family or medical leave of absence, the District will continue to provide health, life, vision, and dental insurance coverage for employees who are eligible for insurance benefits. Voluntary deductions (employee contributions) for (dependent) insurance for health/life/vision/dental (and employee disability and/or supplemental life insurance) must be paid in full each month and received by the twenty-fifth (25th) day of the month. Payments are to be submitted to the insurance office. Failure to make payments in a timely manner while on FMLA leave may result in the loss of any and all insurance coverage provided by the District to its employees. Employees should contact the District administrator responsible for coordinating insurance benefits regarding specific arrangements for making the required payments.

#### I. JOB RESTORATION

Upon return from FMLA-qualifying leave in accordance with this Regulation, the employee will be returned to the same or an equivalent position with no loss in benefits that accrued prior to the leave of absence. An employee who does not return to work at the end of an authorized leave may be subject to termination.

If an employee fails to return to work after the termination of the leave period, the District may recover health insurance premiums paid under the group plan during the leave period, except in certain circumstances (e.g., continuing serious health condition of employee or family member needing care, or other circumstances beyond control of employee). The District may recover any other insurance premiums (e.g., premiums for supplemental life insurance or for dependent coverage), submitted on behalf of the employee, for which the District has not been reimbursed, either upon the employee's return to work or the employee's failure to return after unpaid family or medical leave has ended.

#### J. NOTIFICATION

- 1. <u>District Notification Procedure</u> The District shall provide its employees with notice of their rights and responsibilities under the FMLA through use of the following Notices:
  - a. **General Notice** A poster summarizing the FMLA entitlements shall be placed in an area accessible for employees and shall also be provided to each employee in the employee handbook.
  - b. **Eligibility Notice** This Notice shall state whether the employee qualifies to take FMLA leave.
  - c. **Rights and Responsibilities Notice** This Notice, issued in conjunction with the Eligibility Notice, will specify if a certification will be required from the employee, identify if paid leave will run together with the FMLA leave, address the procedure for making health insurance payments, the consequences of failing to make timely payments, and the employee's liability for repayment of health insurance premiums if the employee fails to return to work at the expiration of their FMLA leave. Finally, this Notice will explain the employee's right to return to the same or an equivalent job at the expiration of their FMLA leave. Both the Eligibility and Rights and Responsibilities Notices

will be provided to all employees within five business days of when the District becomes aware of a potential FMLA situation.

- d. **Designation Notice** Within five business days of the District's receipt of sufficient information from the employee to make a determination, the District shall provide the employee with the Designation Notice, which shall inform the employee if the leave shall be designated as FMLA leave. This Notice will designate the amount of leave counted against the employee's entitlement, specify if the FMLA leave will run concurrently with any accrued paid leave, and notify the employee if a fitness-for-duty exam will be required prior to returning to work.
- 2. Employee Notification Requirements Absent unusual circumstances, all employees seeking FMLA leave must follow the District's customary call-in procedure for reporting absences. An employee who can reasonably foresee the need to take FMLA leave is required to notify the District of the date of commencement and the expected duration of the leave at least thirty days in advance of the leave, or if the need for the leave is not foreseeable, as soon as practicable. When the need for leave is foreseeable, an employee's failure to provide thirty days notice prior to taking leave may result in denial or delay of leave. An employee requesting leave under this policy should submit a completed application for leave form (forms available in the Superintendent's office) to the Superintendent/designee. An employee's failure to follow the District's call-in procedure is grounds for the delay or denial of the employee's FMLA leave request.

#### K. ADDITIONAL FMLA INFORMATION

The foregoing regulation represents compliance with the provisions of the Family and Medical Leave Act of 1993 and its revised regulations. Any employee desiring additional information or explanation of the rules and regulations of the Act, should review the District's General Notice Poster or arrange a conference with the Superintendent/designee.

**Board Approved Date:** November 2013 **Last Updated:** October 2013



# **SEDALIA SCHOOL DISTRICT #200**

2806 Matthew Drive, Sedalia, MO 65301-7981 p:660.829.6450 f:660-827-8938

# Family Medical Leave Act (FMLA)

The Sedalia School District #200 Family Leave Act designated coordinator

Mr. Jason Curry Asst. Superintendent <u>curryjas@sedalia200.org</u> Phone: 660-829-6453

Any person having inquiries concerning Sedalia School District #200's compliance with the regulations implementing the Family Medical Leave is directed to contact:

Ms. Lisa Hammerly Director or Business hammerlyl@sedalia200.org Phone: 660-829-6460

Any person may also contact the nearest office of Wage and Hour Division <u>https://www.dol.gov/agencies/whd</u>

# P 4710 Resignation: Certificated Staff

The ability to plan and provide for continuity of instruction and a positive and supportive learning environment is essential to the education process and the welfare of district students. Therefore, the district encourages teachers to provide timely notice of the intent to resign or retire and to honor their contracts, as required by law. Therefore, the district has established principles and procedures applicable to requests to be released from permanent and probationary contracts. The procedures are set forth in the regulation adopted to implement this policy.

Letters of resignation shall be submitted to the Superintendent/designee and the principal/supervisor. The letter must include the reasons for the request to be released from the contract, and must provide the effective date for the resignation or retirement. The reasons provided must establish the existence of good cause, hardship, or other appropriate justification for release from the contract. The decision of the Board of Education regarding the request shall be final.

Last Updated: February 2019

# R 4710 Resignation: Certified Staff

#### **Permanent Teachers**

- 1. Permanent teachers must submit written notice of their intent to resign or retire <u>on or before</u> <u>June 15</u> of each school year.
- 2. Permanent teachers who provide written notice of the intent to resign or retire after June 1 of a school year have no legal right to be released from their contracts.
- 3. Requests to resign or retire after June 15 will be considered by the Board of Education on an individual basis.
- 4. The factors to be considered in determining whether a permanent teacher shall be released after June 1 include but are not limited to the following:
  - a. The time of year the notice of resignation or retirement is received, and the effective date of the resignation or retirement;
  - b. The difficulty in locating a qualified replacement for the teacher due to the subject area, time of year, or other factors regarding the subject and/or grade level taught;
  - c. The disruption to the educational process, even if a suitable replacement is found;
  - d. Whether the reason for the request constitutes good cause, hardship, or other appropriate justification for release from the contract.

#### **Probationary Teachers**

- 5. Once a probationary teacher has signed a contract individually approved by the Board of Education, that contract is binding for the school year identified therein.
- 6. Requests to resign or retire after a probationary contract has been signed will be considered by the Board of Education on an individual basis.
- 7. The factors to be considered in determining whether a probationary teacher shall be released after signing a probationary contract are identical to those in No. 4 above.

#### All Contracted Employees

- 8. Contracted employees may be released from their contracts only by vote of the Board of Education. There is no provision for automatic release upon the payment of liquidated damages.
- 9. As a general rule, contracted employees will not be released solely because they have been offered or have accepted a different employment opportunity.
- 10. Contracted employees who abandon their contracts without consent of the Board of Education will be subject to legal action under law and Board Policy, including but not limited to, possible revocation of the contracted employee's certificate of license to teach.
- 11. Contracted employees who are released from their contracts by consent of the Board will be subject to liquidated damages in return for such release in accordance with the following schedule:
  - a. Resignation or retirement after June 15, but before July 1, 2.75% of annual salary
  - b. Resignation or retirement after July 1, but before August 1, 5.5% of annual salary
  - c. Resignation or retirement after August 1, but before September 1, 8.15% of annual salary
  - d. Resignation after September 1, 13.5% of annual salary
- 12. Absent unusual circumstances, the liquidated damages must be submitted to the district via cashier's check prior to any vote to release the contracted employee from his or her contract.

13. If the contracted employee's request is denied, the liquidated damages submitted to the district pending the Board vote will be returned to the contracted employee promptly.

Board Approved Date: June 24, 2019 Last Updated: July 2019

## P 4711 Resignation: Support Staff

Educational support personnel who wish to resign should address a letter of resignation to the Superintendent with copies to the personnel administrator and the principal/supervisor. The letter should state reasons and an effective date for the resignation.

Seven (7) days written notice is the minimum amount of time for resignation by an educational support staff member.

Last Updated: February 2019



Termination of District Provided Benefits

- Employees who retire, resign, or are terminated during the school year, Health and Life Insurance benefits will be discontinued at the end of the month the resignation or termination becomes effective.
- Contracted employees who retire, resign, or are nonrenewed at the end of the current contract year, Health and Life Insurance benefits will be discontinued effective August 31 of the contract year.
- Employees working in a support staff position, Health and Life Insurance benefits will be discontinued at the end of the month in which employment ends.

Upon employment separation, employees are eligible for continuation of Health Insurance under COBRA.

### P 4630 Staff Conduct

The Board of Education requires all staff members to serve as positive role models for District students. District schools exist to provide quality, cognitive, and affective education for District students in a safe and appropriate setting. In achieving these objectives, staff are required to meet certain performance criteria including, but not limited to:

- 1. Review and comply with Board policies, regulations, and procedures as well as related building rules and practices.
- 2. Properly prepare for student instruction.
- 3. Fully utilize instructional time for learning activities.
- 4. Maintain students under active supervision at all times.
- 5. Assess student performance in a regular and accurate manner.
- 6. Modify instructional goals to meet the needs of each student.
- 7. Comply with administrative directives.
- 8. Communicate with students in a professional and respectful manner.
- 9. Communicate with colleagues, parents and District citizens in a professional manner.
- 10. Properly operate and maintain district property.
- 11. Utilize district technology solely for school district business.
- 12. Maintain required records and submit requested reports in a timely manner.
- 13. Comply with all safety guidelines and directives.
- 14. Refrain from the use of profane and obscene language.
- 15. Dress in a professional manner.
- 16. Attend to all duties in a punctual manner.
- 17. Maintain student confidentiality pursuant to state and federal law.
- 18. Follow and implement student Individual Education Programs (IEP) under the Individuals with Disabilities Education Act (IDEA) or plans under Section 504 of the Rehabilitation Act.
- 19. Maintain and account for District funds in the staff member's possession and control.
- 20. Maintain professional relationships with students. With the exception of students who are immediate family with the staff member, this requirement also includes avoiding situations that could lead to allegations of inappropriate relationships with students, including, but not limited to:

- a. Being present in any setting where students are provided or are consuming alcohol or illegal drugs.
- b. Inviting students to be alone with a staff member at a staff member's residence, on staff member's private property, or in a staff member's motor vehicle without the prior consent of the building principal.
- c. Communicating with students, electronically or in person, about the student's sexual activity or concerning the staff member's sexual or romantic conduct.
- d. Being present on District premises alone with a student in a room where the door is closed, the door is locked, or the lights are off, unless required temporarily due to emergency circumstances. Counselors and administrators are exempted from this prohibition in performance of professional duties.
- e. Covering the interior window(s) of instructional space and offices with any material that blocks or obscures outside vision into the space, unless required temporarily due to emergency circumstances.
- f. Communicating with students about sexual topics outside approved District curriculum, unless done as part of a District investigation into sexual abuse or harassment.
- g. Utilizing students to attend to personal errands for the staff member.
- h. Allowing students to drive a staff member's vehicle.
- i. Provision to a student of any pictorial, three-dimensional or visual depiction of sexual acts of any sort as well as human genitals. However, works of art, when taken as a whole, have serious significance or materials used in science class are not considered to be violations of this subparagraph. Questions regarding the applicability of the subparagraph must be directed to the teacher's building administrator.

Board Approved Date: October 24, 2022

Last Updated: August 2022

### P 4870 Drug Free Workplace

The unlawful possession, use or distribution of illicit drugs and alcohol on school premises or as a part of school activities is strictly prohibited.

Employees under the influence of alcohol, drugs, or controlled substances while on duty are a serious risk to themselves, to students and to other employees. Employees who display physical manifestations of drug or alcohol use while on duty, may be subject to drug testing. Any employee who violates this policy will be subject to disciplinary action up to and including termination and referral for prosecution. Employees may also be required to satisfactorily participate in rehabilitation programs.

As a condition of employment, all employees must abide by the terms of this policy. Employees who are convicted of a drug offense which occurred on school premises or while on duty must notify the Superintendent of their conviction. Notification must be made by the employee to the Superintendent within five (5) days of the conviction. Within ten (10) days, the Superintendent will provide notice of such violation to the Impact Aid Program, United States Department of Education, or other appropriate government agency.

The District will institute a drug-free awareness program to inform employees of:

- 1. The dangers of drug and alcohol abuse in the workplace.
- 2. This policy of maintaining a drug-free workplace.
- 3. Available counseling and rehabilitation.
- 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

On the basis of medical certification, employees with the illness of chemical dependency shall qualify for the employee benefits and group insurance coverages that are provided for under group health and medical insurance policies. The confidential nature of the medical records of employees with chemical dependency shall be preserved in the same manner as for all other medical records.

The District's responsibility for chemical dependency is limited to its effects on the employee's job performance. If the employee violates this policy, refuses to accept diagnosis and treatment, or fails to respond to treatment, and performance is adversely affected, the employee will be subject to employment action in proportion to the performance problem. Implementation of this policy will not require or result in any special regulations, privileges or exemptions from the standard administrative practice applicable to job performance requirements.

Upon the request of the Department of Elementary and Secondary Education or an agency of the United States, the District shall certify that it has adopted and implemented the drug prevention program described in this policy, in the form required by such agency. The District shall conduct a biennial review of this policy to determine its effectiveness, implement necessary changes, and to ensure that the disciplinary sanctions are consistently enforced.

It shall be a violation of this policy for any employee to possess, use, manufacture, distribute, or be under the influence of medical marijuana in any manner inconsistent with Missouri state law and applicable regulations. Additionally, employees may not be under the influence of marijuana while they are (i) acting in the scope of their employment, whether on District property or off, or (ii) present at any school- or District-sponsored or sanctioned event such as athletic events or conferences. Employees may seek reasonable accommodations related to medical marijuana under the District's policies and procedures addressing the Americans with Disabilities Act.

#### **Transportation Employees**

District employees who are subject to the Transportation Employee Testing Act may not use medical marijuana on work days and may not use marijuana while on District transportation. Transportation employees who test positive for any controlled substance including marijuana are subject to dismissal. Transportation employees who cannot, for medical reasons, comply with this policy may request a transfer to a non-safety sensitive position.

The information in this policy will be distributed to all present and future employees.

Board Approved Date: October 1999 Last Updated: June 2019

### P 1300 Prohibition Against Harassment, Discrimination and Retaliation

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

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

This Policy governs the District's compliance with the laws identified above, outside of Title IX. The following person is designated and authorized as the District's Compliance Officer to coordinate compliance with the laws identified above (outside of Title IX), including to handle inquiries or complaints regarding the District's non-discrimination policies:

Assistant Superintendent Jason Curry

2806 Matthew Drive, Sedalia, MO 65301

660-829-6453

curryjas@sedalia200.org

A complaint by students, employees, parents, and patrons of the District alleging harassment, discrimination, or related retaliation based on a protected classification under the laws identified above (outside of Title IX) should be filed in accordance with the procedures outlined in Regulation 1300. A complaint regarding sexual harassment or related retaliation of a student or employee under Title IX and that is alleged to have occurred on or after August 14, 2020, should be filed in accordance with the procedures outlined in Regulation 1301. A complaint regarding the identification, evaluation, educational program, or placement of a child with a disability under Section 504 should be filed in accordance with the procedures outlined in Regulation 2110.

Board Approved Date: August 24, 2020 Last Updated: August 2020

### R 1300 Prohibition Against Harassment, Discrimination and Retaliation

Harassment or discrimination because of an individual's race, color, national origin, ancestry, religion, sex, sexual orientation, gender identity, disability, age, genetic information, or any other characteristic protected by law is prohibited in this District. The District also prohibits retaliation against a person who files a complaint of discrimination or harassment or participates in an investigation of allegations of harassment or discrimination.

This Regulation governs and outlines the procedure for filing a complaint by students, employees, parents, and patrons of the District alleging harassment, discrimination, or related retaliation based on a protected classification under the laws identified in Policy 1300 (outside of Title IX). A complaint regarding sexual harassment or related retaliation of a student or employee under Title IX and that is alleged to have occurred on or after August 14, 2020, should be filed in accordance with the procedures outlined in Regulation 1301. A complaint regarding the identification, evaluation, educational program, or placement of a child with a disability under Section 504 of the Rehabilitation Act of 1973 should be filed in accordance with the procedures outlined in Regulation 2110.

#### DISTRICT'S COMPLIANCE OFFICER

The following person has been designated as the District's Compliance Officer to handle inquiries or complaints regarding the District's non-discrimination policies:

Assistant Superintendent Jason Curry 2806 Matthew Drive, Sedalia, MO 65301

660-829-6453

curryjas@sedalia200.org

The District has designated the Compliance Officer with the responsibility to identify, prevent, and remedy unlawful discrimination and harassment in the District. The Compliance Officer is in charge of assuring District compliance with this Policy and Regulation, Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; as well as other state and federal nondiscrimination laws. See Regulation 1301 for the individual(s) designated by the District to be the Title IX Coordinator with the responsibility to identify, prevent, and remedy unlawful harassment and related retaliation in accordance with Title IX of the Education Amendments of 1972.

The Compliance Officer will:

- 1. \*Receive complaints of discrimination or harassment based on an individual's race, color, national origin, ancestry, religion, sex, sexual orientation, gender identity, disability, age, genetic information, or any other characteristic protected by law.
- 2. Oversee the investigative process.
- 3. Assess the training needs of District staff and students in connection with the dissemination, comprehension, and compliance with this Regulation.
- 4. Arrange for necessary training required for compliance with this Regulation.

- 5. Insure that investigations are conducted by an impartial investigator.
- 6. In the event the complaint is about the Compliance Officer or Compliance Officer's immediate supervisor, the District will consider appointment of an outside investigator.

\*If any complaint involves allegations against the Compliance Officer, the Complaint shall be filed directly with the Superintendent, unless the Superintendent is the Compliance Officer, or President of the Board of Education.

#### DEFINITIONS

For the purpose of this Regulation, the following terms are defined:

*Compliance Officer*: The District employee(s) designated by the Board of Education to coordinate the District's compliance with District policy, Missouri statutes, and federal laws regarding discrimination, harassment and retaliation based on an individual's race, color, national origin, ancestry, religion, sex, sexual orientation, gender identity, disability, age, genetic information, or any other characteristic or any other characteristic that is protected by law.

*Day*: A calendar day. All timeframes and deadlines may be extended by the District for good cause, including but not limited to Board-approved holiday breaks and building closures.

Disability: A physical or mental impairment that substantially limits a major life activity.

*Discrimination*: Adverse conduct directed at an individual or group based on race, color, national origin, ancestry, religion, sex, sexual orientation, gender identity, disability, age, genetic information, or any other characteristic that is protected by law. The encouragement, cooperation, coercing, or support of adverse conduct that is based on race, color, national origin, ancestry, religion, sex, sexual orientation, gender identity, disability, age, genetic information, or any other characteristic that is based on race, color, national origin, ancestry, religion, sex, sexual orientation, gender identity, disability, age, genetic information, or any other characteristic that is protected by law is discrimination.

*Harassment*: Harassment is conduct, including but not limited to, intimidation, ridicule or insult, toward an individual or group because of race, color, national origin, ancestry, religion, sex, sexual orientation, gender identity, disability, age, genetic information, or any other characteristic that is protected by law and is so severe or pervasive that it:

- Affects an individual's ability to work in, participate in, or benefit from an educational program or activity; and
- Creates an intimidating, threating, abusive hostile or offensive environment; or
- Has the purpose or effect of substantially or unreasonably altering the work or educational environment.

For the purposes of this Regulation, sexual harassment is defined as unwelcome conduct of a sexual nature or based upon sex when a) benefits or decisions are implicitly or explicitly conditioned upon submission to, or consequence is applied for refusing to comply with, unwelcome sexual advances, requests for sexual favors or conduct of a sexual nature; or b) the school or work environment becomes permeated with intimidation, ridicule or insult that is based on sex or is sexual in nature and that is sufficiently severe or pervasive enough to alter the conditions of participation in the district's programs and activities or the conditions of employment.

*Retaliation*: Adverse conduct including, but not limited to, conduct of a coercive, intimidating, threatening, discriminatory, or harassing nature because of an individual's good faith complaint, participation in the investigation, testifying, or resolution of discriminatory or harassing conduct based on an individual's race, color, national origin, ancestry, religion, sex, sexual orientation,

gender identity, disability, age, genetic information, or any other characteristic that is protected by law.

Student: An individual that is currently enrolled as a student of the District.

#### Illustrations and Examples of Prohibited Harassment

For the purpose of this Regulation, the determination if conduct as unwelcome is a fact-intensive question that shall be considered on a case-by-case basis.

#### **Examples of Sexual Harassment**

Sexual harassment may include a range of subtle and not-so-subtle behaviors and may involve individuals of the same or different gender. Legitimate, non-sexual physical conduct necessary to avoid physical harm to persons or property, to console an individual, or spontaneous movement during a sporting activity is not sexual harassment.

Depending on the circumstances and application of the definitions immediately above in this Regulation, examples of conduct which may or may not constitute sexual harassment, include, but are not limited to:

- sexual advances;
- request for sexual favors;
- threatening an individual for not agreeing to submit to sexual advancement;
- sexually motivated touching of an individual's intimate parts;
- coercing, forcing, or attempting to coerce or force the touching of an individual's intimate parts;
- display of drawings, graffiti, cartoons, pictures, symbols or other written material of a sexual nature;
- sexual gestures;
- sexual or dirty jokes;
- sexually provocative or explicit speech;
- communications about or rating an individual as to his/her body, sexual activity, or performance; and
- verbal abuse of a sexual nature.

# Examples of Race, Color, Nation Origin, Ancestry, Religion, Disability, Age or Genetic Information Harassment

As defined in this Regulation, examples of conduct that may be considered harassment based on an individual's race, color, national origin, ancestry, religion, disability, age, or genetic information, or any other characteristic that is protected by law include, but are not limited to:

- display of drawings, graffiti, cartoons, pictures, symbols or other written material;
- jokes;
- gestures;
- slurs, derogatory stereotypes or remarks, rumors, name-calling, insults, teasing, or taunting;
- threats or intimidating conduct;
- hostile action, physical aggression or violence; and
- damage or theft of property.

#### **OBLIGATION TO REPORT**

The District is steadfastly committed to providing an inclusive environment that is free from discrimination and harassment for all of its students and staff. Unless a concern is informally resolved, staff and students shall report all incidents of discrimination, harassment and retaliation to the Compliance Officer as set forth in this Regulation. When a formal complaint is filed with the Compliance Officer, the investigation and complaint process detailed below will be used, including a possible determination by the Compliance Officer that the incident has been appropriately addressed through the informal process. Reports of discrimination, harassment and/or related retaliation must contain as much specific information as possible to allow for proper assessment of the nature, extent and urgency of preliminary investigative procedures.

#### **INTERIM MEASURES**

The District will take action to protect a complainant or persons subjected to discrimination, harassment, or retaliation as necessary during the course of an investigation. Appropriate interim measures will be offered and may include, but are not limited to, physical separation, contact limitations, reassignment, alternative work or assignments, altering class or bus seating assignments, additional supervision, counseling, training, warning, conferences, exclusion and employee suspension pending an investigation as permitted by the District's policies and law. Additional interim measures to prevent retaliation may include, but are not limited to, notification of the retaliation prohibition, confirming the individual knows how to report retaliation, and follow-up contact.

#### INVESTIGATION AND RESPONSE

The District will investigate allegations of harassment, discrimination, and/or retaliation and take appropriate steps reasonably calculated to resolve the situation, eliminate the misconduct, prevent its recurrence and as appropriate, remedy its effects. The District will take equitable and remedial action within its authority on complaints that come to the attention of the District, either formally or informally.

Allegations of criminal misconduct will be reported to law enforcement and suspected child abuse will be reported to law enforcement and/or the Children's Division. Regardless of whether the misconduct is reported to law enforcement and/or the Children's Division, school staff will investigate to determine what occurred and take appropriate steps to resolve the situation, to the extent that such investigation does not interfere with an ongoing criminal investigation.

Engaging in harassment, discrimination, and/or retaliation will result in appropriate discipline or other appropriate sanctions against offending students, staff or other third parties involved in District activities. Anyone else who engages in harassment, discrimination, and retaliation on school property or at school activities will have their access to school property and activities restricted, as appropriate.

Employees and students should fully cooperate with investigation process.

#### Informal Process for Resolution

The District takes seriously the obligation to investigate complaints of discrimination, harassment, or retaliation and to take appropriate remedial measures when necessary. The District recognizes that the obligation to investigate and remedy may be accomplished through an informal process, depending on the circumstances.

Anyone may use informal procedures to report and resolve complaints of harassment, discrimination, and retaliation. If a staff member receives an informal complaint of harassment,

discrimination, and/or retaliation and the complaint cannot be resolved informally, the staff member shall inform their relevant building administrator or supervisor. The administrator/supervisor may attempt to resolve the matter informally and should inform complainants of this Regulation.

Building administrators/supervisors shall provide information to the Compliance Officer on a regular basis about complaints reported and resolved through the informal process.

Informal complaints may become formal complaints at the request of the complainant, parent/guardian, or the District.

During the course of the informal complaint process, the District will take prompt and effective steps reasonably calculated to end the harassment, discrimination, and retaliation and to correct any effects on the complainant.

Informal remedies may include, but are not limited to:

- If the complainant so desires, an opportunity for the complainant to explain to the alleged harasser that his or her conduct is unwelcome, offensive or inappropriate, either in writing or face-to-face;
- A statement from a staff member to the alleged harasser that the alleged conduct is not appropriate and could lead to discipline if proven or repeated;
- Developing a safety plan;
- Separating students; or
- Providing staff and/or student training.

The District will inform the complainant (and their parent/guardian when applicable) how to report any subsequent problems. Additionally, the District may conduct follow-up inquiries to see if there have been any new incidents or instances of retaliation, and to promptly respond and appropriately address continuing or new problems.

#### Formal Process for Resolution

#### Step One - Complaint to District

Anyone may initiate a formal complaint of harassment, discrimination, or retaliation by filing a written complaint with the District's Compliance Officer. At any step in the formal resolution process, where appropriate, the District will take interim measures to protect the complainant or alleged victim before the final outcome of the District's investigation. Additionally, the District may appoint an outside investigator at any step of the informal or formal resolution process. A subordinate shall not investigate his/her supervisor.

The following process will be followed at Step One:

#### Filing of Complaint

- All formal complaints will be in writing and will set forth the specific acts, conditions or circumstances alleged to have occurred and to constitute harassment, discrimination or retaliation. The Compliance Officer may draft the complaint based on the report of the complainant for the complainant to review and approve. The Compliance Officer may also conclude that the District needs to conduct an investigation based on information in his or her possession, regardless of the complainant's interest in filing a formal complaint.
- Formal complaints must be submitted to the Compliance Officer.

• A charge or complaint of discrimination, harassment, or retaliation filed with an outside agency does not constitute a formal complaint or trigger an obligation to follow the formal complaint investigation procedures as contemplated under this Regulation.

Investigation of Complaint

- The Compliance Officer will receive and investigate all formal, written complaints of harassment, discrimination or retaliation or will investigate if information in the Officer's possession leads them to believe further investigation is required. The Compliance Officer will delegate his or her authority to participate in this process if such action is necessary to avoid any potential conflicts of interest. Upon receipt of a complaint, the Compliance Officer will provide the complainant a copy of this Regulation.
- Investigations will be carried out in a manner that is adequate in scope, reliability and impartiality. During the investigation process, the complainant and accused party or parties, if the complainant has identified an accused party, will have an opportunity to identify witnesses and present relevant evidence. The District and complainant may also agree to resolve the complaint in lieu of an investigation.
- When the investigation is completed, the Compliance Officer will compile a written report of the investigation. The report may include a recommendation of appropriate action to remedy the allegations included in the complaint. The Compliance Officer will forward the report and recommendations to the Superintendent. If the Superintendent is the subject of the complaint, the report and recommendations will be forwarded to the Board President.

#### Response to Complaint

- The Superintendent will review the report completed by the Compliance Officer.
- The Superintendent will respond in writing with a Letter of Outcome to the complainant and the accused party within **thirty (30)** calendar days of the Compliance Officer's receipt of the written complaint, unless otherwise agreed to by the complainant or if circumstances related to the complaint require an extension of the time limit. In the event an extension is needed, the District will notify the complainant in writing of the reason for the extension and the anticipated response date.
- The Letter of Outcome will include: 1) a statement of the outcome of the investigation including whether a preponderance of the evidence establishes that harassment, discrimination, and/or retaliation occurred in violation of Policy 1300; 2) if violation of Policy 1300 is found to have occurred, the assurance that the District will take steps to prevent recurrence and remedy its effects on the complainant and others, if appropriate; and 3) notice of the right to appeal to the school board and the necessary filing information.
- Any corrective measures deemed necessary will be instituted as promptly as reasonable.
- The District will inform the complainant (and their parent/guardian if the complainant is a student) how to report any subsequent problems. Additionally, where appropriate the District will conduct follow-up inquiries to see if there have been any new incidents or instances of retaliation, and to respond and appropriately address continuing or new problems.
- If the Superintendent is the subject of the complaint, the actions set forth herein to be completed by the Superintendent will be completed by the Board President.

#### Step Two - Appeal to Board of Education

#### Notice of Appeal

• The complainant or accused party may appeal to the Board of Education by filing a written notice of appeal with the secretary of the Board within **ten (10)** calendar days following

receipt of the Letter of Outcome.

- On receipt of the written appeal, the matter shall be placed on the agenda of the Board for consideration not later than their next regularly scheduled meeting, unless otherwise agreed to by the complainant and the superintendent or for good cause.
- Parties will be allowed to provide comment and information as the Board deems relevant and material.

**Board Decision** 

• Unless otherwise agreed to by the appealing party, the Board will provide written notice of its determination within **thirty (30)** calendar days following the filing of the notice of appeal and provide the appealing party with a copy of the determination.

#### RETALIATION

The District prohibits retaliation against a person who files a complaint of discrimination or harassment, and further prohibits retaliation against a person who participates in related proceedings or investigations.

Notwithstanding this provision, employees or students found to have intentionally made false or materially misleading allegations of suspected discrimination, harassment and/or related retaliation under this Regulation may be disciplined, up to and including dismissal or expulsion.

#### CONFIDENTIALITY

The District will respect the privacy of the complainant, the individuals against whom the complaint is filed, and the witnesses to the extent possible, consistent with applicable law, the District's legal obligations to investigate, to take appropriate action, and to conform with any discovery or disclosure obligations. However, pursuant to the District's discretion, information may be disclosed, if necessary, to aid in the investigation, resolution, or appeal of the complaint.

#### CONSEQUENCES AND REMEDIES

The District will take prompt, effective and appropriate action to address substantiated discrimination, harassment or retaliation, prevent its recurrence and remedy its effects.

#### Consequences

Consequences for violations of this Policy and Regulation may have educational, restorative, rehabilitative and/or punitive components.

Conduct constituting harassment, discrimination or retaliation as defined in this Regulation will be subject to discipline including, but not limited to, written warning or reprimand, conference, required training, "no contact" order, reassignment, probation, suspension or termination for employees, suspension or expulsion for students, or exclusion from District property.

In the event that the evidence suggests that the conduct at issue is also a crime in violation of a Missouri criminal statute, the District Compliance Officer shall report the conduct to the appropriate law enforcement agency charged with responsibility for handling such crimes.

As required by and in compliance with law and District policy, a report will be made to the Missouri Children's Division if there is reasonable cause to suspect abuse or neglect of a child.

Students, employees and others will not be disciplined for speech in circumstances where it is protected by law.

#### Remedies

The District will consider remedies for the victim as appropriate including, but are not limited to, providing additional resources such as counseling, moving or reassignment of the perpetrator, or allowing the victim to retake or withdraw from a class.

An allegation of discrimination, harassment and/or related retaliation complaint may not necessarily stop, delay or affect pending personnel actions. This includes, but is not limited to, performance evaluations or disciplinary actions related to a reporter who is not performing at acceptable levels or standards or who has violated district policies or regulations.

#### TRAINING & PUBLICATION OF POLICY

The District will train its employees on this Policy and Regulation. The training will include the requirements of nondiscrimination and the appropriate responses to discrimination, harassment, and retaliation. The District will notify its employees to report complaints of discrimination, harassment or retaliation in accordance with this Policy. This training will be provided to employees on an annual basis, and at such other times as the Superintendent, in consultation with the District's Compliance Officer, determines is necessary or appropriate. Additionally, the District will provide additional training to the District Compliance Officer on identifying, investigating, and reporting on acts that may constitute discrimination, harassment or retaliation. District students will be notified regarding this Policy. This Policy will be posted on the District's website and available in Central Office.

Board Approved Date: August 24, 2020 Last Updated: August 2020

### P 6320 Internet Usage

#### A. Introduction

It is the policy of the District to: (a) prevent user access over its computer network to, or transmission of, inappropriate material via Internet, electronic mail, or other forms of direct electronic communications; (b) prevent unauthorized access and other unlawful online activity; (c) prevent unauthorized online disclosure, use, or dissemination of personal identification information of minors; and (d) comply with the Children's Internet Protection Act [Pub. L. No. 106-554 and 47 USC 254(h)].

#### B. Access to Inappropriate Material

To the extent practical, technology protection measures shall be used to block or filter Internet, or other forms of electronic communications, access to inappropriate information. Specifically, as required by the Children's Internet Protection Act, blocking shall be applied to visual depictions of material deemed obscene or child pornography, or to any material deemed harmful to minors. Subject to staff supervision, technology protection measures may be disabled or, in the case of minors, minimized only for bona fide research or other lawful purposes.

#### C. Internet Safety Training

In compliance with the Children's Internet Protection Act, each year, all District students will receive internet safety training which will educate students about appropriate online behavior, including interacting with other individuals on social networking sites and in chat rooms, and cyberbullying awareness and response. Such training will include Internet, cell phones, text messages, chat rooms, email and instant messaging programs. (See also Policy 6116 - State Mandated Curriculum - Human Sexuality).

#### D. Inappropriate Network Usage

To the extent practical, steps shall be taken to promote the safety and security of users of the District's online computer network when using electronic mail, chat rooms, instant messaging, and other forms of direct electronic communications. Specifically, as required by the Children's Internet Protection Act, prevention of inappropriate network usage includes: (a) unauthorized access, including so-called "hacking," and other unlawful activities; and (b) unauthorized disclosure, use, and dissemination of personal identification information regarding minors.

#### E. Supervision and Monitoring

It shall be the responsibility of all District employees to supervise and monitor usage of the online computer network and access to the Internet in accordance with this policy and the Children's Internet protection Act. Procedures for the disabling or otherwise modifying any technology protection measures shall be the responsibility of <u>the Technology Director</u> or designated representatives.

Board Approved Date: October 2015 Last Updated: September 2015

### R 6320 Technology and Internet Usage

The Sedalia 200 School District's technology exists for the purpose of enhancing the educational opportunities and achievement of district students. Research shows that students who have access to technology improve achievement. In addition, technology assists with the professional enrichment of the staff and increases engagement of students' families and other patrons of the district, all of which positively impact student achievement. The district will periodically conduct a technology census to ensure that instructional resources and equipment that support and extend the curriculum are readily available to teachers and students. The existing rules found in the District's Behavioral Expectations policy (Board Policy/Regulation 2610) as well as employee handbooks clearly apply to students and employees conducting electronic research or communication.

The purpose of this policy is to facilitate access to district technology and to create a safe environment in which to use that technology. Because technology changes rapidly and employees and students need immediate guidance, the superintendent or designee is directed to create procedures to implement this policy and to regularly review those procedures to ensure they are current.

Sedalia School District #200 Acceptable Use Policy (AUP)

For the use of Computers, Mobile Devices, Cell Phones, Internet Access, and Internet Applications

#### Definitions

User includes anyone, including employees, students, and guests, using Sedalia School District technology, including, but not limited to, computers, networks, Internet, email, chat rooms and other forms of technology services and products.

Network is wired and wireless technology networks including school and district networks, cellular networks, commercial, community or home-based wireless networks accessible to students.

Equipment are cellular phones, 'Blackberry' [smartphone] type devices, PDAs, MP3 players, iPod type devices, and portable computers such as laptops, iPads, desktops, tablets and netbooks, as well as portable storage devices.

#### Acceptable Use

Technology provides students with unique and powerful ways to enhance their learning. The Sedalia 200 School District supports the use of technology for the purpose of enhancing and supporting learning and is pleased to offer Users access to computer networks so that they can access district-supplied technology to enhance learning any time of day.

It is one of the technology goals of the district to ensure that each User's interactions with technology contribute positively to the learning environment both at school and in the community. Negative use of technology through the Sedalia School District-owned devices inside or outside of our schools that degrades or defames other Users, or members of our community is unacceptable. The Sedalia School District also recognizes that Users have widespread access to both technology

and the Internet; therefore, use of personal devices and connectivity is considered to be included in this Acceptable Use Policy (AUP)

Access to Sedalia School's network is a privilege, not a right. The use of technology whether owned by the Sedalia School District or devices supplied by the Users entails personal responsibility. It is expected that Users will comply with Sedalia School District rules, act in a responsible manner, and will honor the terms and conditions set by the classroom teacher, the school, and District. Failure to comply with such terms and conditions may result in temporary or permanent loss of access as well as other disciplinary or legal action as necessary. In particular, students will be held accountable for their actions and are encouraged to report any accidental use immediately to their teacher or school administration.

With the increased usage of free educational applications on the Internet, digital storage areas, containing less sensitive User information, may or may not be located on property of the school, district, or county. In some cases, data will not be stored on local servers. Therefore, Users should not expect that files and communication are private. The Sedalia School District reserves the right to monitor Users' online activities and to access, review, copy, and store or delete any electronic communication or files and disclose them to others as it deems necessary. Users should have no expectation of privacy regarding their use of school district property, network and/or Internet access or files, including email.

The Sedalia School District has a private and secure system for sensitive school records, which will be managed by school district Technology Staff.

#### **Terms and Conditions**

These are examples of inappropriate activity on the Sedalia school district network, but the district reserves the right to take immediate action regarding activities 1) that create security and/or safety issues for the district's network, Users, schools, network or computer resources; 2) that expend district resources on content it determines lacks legitimate educational content/purpose; or 3) other activities as determined by the school district as inappropriate.

Violating any state or federal law or municipal ordinance, such as: Accessing or transmitting pornography of any kind, obscene depictions, harmful materials, materials that encourage others to violate the law, confidential information or copyrighted materials.

Criminal activities that can be punished under law. Selling or purchasing illegal items or substances.

Obtaining and/or using anonymous email sites, spamming, spreading viruses. Causing harm to others or damage to their property.

Using profane, abusive, or impolite language; threatening, harassing, or making damaging or false statements about others or accessing, transmitting, or downloading offensive, harassing, or disparaging materials. Deleting, copying, modifying, or forging other Users' names, emails, files or data, disguising one's identity, impersonating other users, or sending anonymous email.

Damaging computer equipment, files, data or the network in any way, including intentionally accessing, transmitting or downloading computer viruses or other harmful files or programs, or disrupting any computer system performance.

Using any district computer/mobile devices to pursue "hacking," internal or external to the Sedalia School District, or attempting to access information protected by privacy laws.

Accessing, transmitting or downloading large files, including "chain letters" or any type of "pyramid schemes."

Using web sites, email, networks, or other technology for political uses or personal gain.

The Sedalia School District's internet and intranet property must not be used for personal benefit.

Users must not intentionally access, create, store or transmit material that may be deemed to be offensive, indecent, obscene, intimidating, or hostile; or that harasses, insults or attacks others.

Advertising, promoting non-school district sites or commercial efforts and events Users must adhere to all copyright laws.

Users are not permitted to use the network for non-academic related bandwidth intensive activities such as network games or transmission of large audio/video files or serving as a host for such activities.

To the maximum extent permitted by law, students and employees are not permitted to obtain, download, view or otherwise gain access to "inappropriate matter," which includes materials that may be deemed inappropriate to minors, unlawful, abusive, obscene, pornographic, descriptive of destructive devices, or otherwise objectionable under current District policy or legal definitions. Similarly, the use of any District computer to access sites which allow the user to conceal their objective of accessing inappropriate material is not permitted. This includes the use of proxy sites used to bypass the school district's filter

The District and school administration reserve the right to remove files, limit or deny access, and refer staff or students violating the Board policy to appropriate authorities or for other disciplinary action.

#### **Internet Access**

In compliance with the Children's Internet Protection Act ("CIPA"), 47 U.S.C. § 254, the District uses technological devices designed to filter and block the use of any District computer with Internet access to retrieve or transmit any visual depictions that are obscene, child pornography, or "harmful to minors" as defined by CIPA and material which is otherwise inappropriate for District students.

Due to the dynamic nature of the Internet, sometimes Internet websites and web material that do not fall into these categories are blocked by the filter. In the event that a District student or employee feels that a website or web content has been improperly blocked by the District's filter and this website or web content is appropriate for access by District students, the process described below should be followed:

- 1. Follow the process prompted by the District's filtering software (or to remain anonymous, log in under log in name: 123anonymous) and submit an electronic request for access to a website, or:
- 2. Submit a request, whether anonymous or otherwise, to the District's Superintendent/the Superintendent's designee.
- 3. Requests for access shall be granted or denied within three days. If a request was submitted anonymously, persons should either attempt to access the website requested after three days or log back in at 123anonymous to see the status of the request.
- 4. Appeal of the decision to grant or deny access to a website may be made in writing to the Board of Education. Persons who wish to remain anonymous may mail an anonymous request

for review to the Board of Education at the School District's Central Office, stating

- 5. the website that they would like to access and providing any additional detail the person wishes to disclose.
- 6. In case of an appeal, the Board of Education will review the contested material and make a determination.
- 7. Material subject to the complaint will not be unblocked pending this review process.

In the event that a District student or employee feels that a website or web content that is available to District students through District Internet access is obscene, child pornography, or "harmful to minors" as defined by CIPA or material which is otherwise inappropriate for District students, the process described set forth in Regulation 6241 should be followed.

Adult users of a District computer with Internet access may request that the "technology protection measures" be temporarily disabled by the chief building administrator of the building in which the computer is located for lawful purposes not otherwise inconsistent with this Policy.

#### Cybersafety and Cyberbullying

All Users - Despite every effort for supervision and filtering, all Users and Students' parents/guardians are advised that access to the network may include the potential for access to content inappropriate for school-aged students. Every User must take responsibility for his or her use of the network and make every effort to avoid those types of content. Every User must report security or network problems to a teacher, administrator, or system administrator.

Personal Safety - In using the network and Internet, Users should not reveal personal information such as home address or telephone number.

Confidentiality of User Information - Personally identifiable information concerning students may not be disclosed or used in any way on the Internet without the permission of a parent or guardian. Users should never give out private or confidential information about themselves or others on the Internet.

Active Restriction Measures - Sedalia School District will utilize filtering software or other technologies to prevent Users from accessing visual depictions that are (1) obscene, (2) pornographic, or (3) harmful to minors. Attempts to circumvent or 'get around' the content filter are strictly prohibited, and will be considered a violation of this policy. The Sedalia School District will also monitor the online activities of Users through direct observation and/or other technological means.

#### Interactive Web 2.0 Tools

Technology provides an abundance of opportunities for Users to utilize interactive tools and sites on public websites that benefit learning, communication, and social interaction.

Users may be held accountable for the use of and information posted on these sites if it detrimentally affects the welfare of individual users or the governance, climate, or effectiveness of the school(s). From time to time, teachers may recommend and use public interactive sites that, to the best of their knowledge are legitimate and safe. As the site is "public" and the teacher, school, and district is not in control of it, all Users must use their discretion when accessing information, storing, and displaying work on the site. All terms and conditions provisions in this AUP also apply to User-owned devices utilizing the Sedalia schools network.

#### Student Use of Interactive Web 2.0 Tools

Online communication is critical to the students' learning of 21st Century skills, and tools such as blogging, podcasting, and chatting offer an authentic, real-world vehicle for student expression. Student safety is the primary responsibility of teachers.

Therefore, teachers need to ensure the use of classroom blogs, student e-mail, podcast projects, email chat features, or other Web interactive tools follow all established Internet safety guidelines including:

The use of blogs, podcasts or other web 2.0 tools is considered an extension of the classroom. Therefore, any speech that is considered inappropriate in the classroom is also inappropriate in all uses of blogs, podcasts, or other web 2.0 tools. This includes—but is not limited to— profanity, racist, sexist, or discriminatory remarks.

Students using blogs, podcasts or other web tools are expected to act safely by keeping ALL personal information out of their posts.

Students should NEVER post personal information on the web (including, but not limited to, last names, personal details such as address or phone numbers, or photographs).

# Students should NEVER, under any circumstances, agree to meet someone they have met over the Internet.

Any personal blog a student creates in class is directly linked to the class blog which is typically linked to the student profile and therefore must follow these blogging guidelines. In addition to following the information above about not sharing too much personal information (in the profile or in any posts/comments made), students need to realize that anywhere they use the blog login it links back to the class blog. Therefore, anywhere that login is used (posting to a separate personal blog, commenting on someone else's blog, etc.), the account should be treated the same as a school blog and should follow these guidelines.

Students should never link to web sites from their blog or blog comments without reading the entire article to make sure it is appropriate for a school setting.

Students using such tools agree to not share their user name or password with anyone besides their teachers and parents and treat Web posting spaces as classroom spaces. Speech that is inappropriate for class is also inappropriate for a blog.

Students who do not abide by these terms and conditions may lose their opportunity to take part in the project and/or be subject to consequences appropriate to misuse.

#### Student Use of Mobile Devices

When the Sedalia School District provides students with mobile devices such as iPads for use both in school as well as away from school, the District-owned devices follow the stipulations outlined in this AUP.

School Administration and District Technology staff may search the student's memory device if they feel school rules have been violated, which may include, but are not limited to, audio and video recording, photographs taken on school property that violate the privacy of others, or other issues regarding bullying, etc.

Students may not use an audio recording device, video camera, or camera (or any device with one of these, e.g. cell phone, laptop, tablet, etc.) to record media or take photos during school unless

they have permission from both a staff member and those whom they are recording.

These rules apply to student-owned devices as well. A student-owned mobile device is a nondistrict supplied device used while at school or during school or district-sponsored activities. The students may use the student-owned mobile devices in class only with the teacher's expressed permission.

#### Student Supervision and Security

The Sedalia School District does provide content filtering controls for student access to the Internet using the district's network as well as reasonable adult supervision, but at times inappropriate, objectionable, and/or offensive material may circumvent the filter as well as the supervision and be viewed by students. Students are to report the occurrence to their teacher or the nearest supervisor. Students will be held accountable for any deliberate attempt to circumvent Sedalia School District's technology security and supervision.

Students using mobile and cellular devices while at school, during school or district-sponsored activities are subject to the terms and conditions outlined in this document and are accountable for their use.

#### Privileges

The use of District technology and electronic resources is a privilege, not a right, and inappropriate use will result in the cancellation of those privileges. All staff members and students who receive a password/account code will participate in an orientation or training course regarding proper behavior and use of the network.

The password/account code may be suspended or closed upon the finding of user misuse of the technology system or its resources.

#### **Network Etiquette and Privacy**

Students and employees are expected to abide by the generally accepted rules of electronic network etiquette. These include, but are not limited to, the following:

- 1. System users are expected to be polite. They may not send abusive, insulting, harassing, or threatening messages to others.
- 2. System users are expected to use appropriate language; language that uses vulgarities or obscenities, libels others, or uses other inappropriate references is prohibited.
- 3. System users may not reveal their personal addresses, their telephone numbers or the addresses or telephone numbers of students, employees, or other individuals during E-mail transmissions.
- 4. System users may not use the District's electronic network in such a manner that would damage, disrupt, or prohibit the use of the network by other users.
- 5. System users should assume that all communications and information is public when transmitted via the network and may be viewed by other users. The system administrators may access and read E-mail on a random basis.
- 6. Use of the District's electronic network for unlawful purposes will not be tolerated and is prohibited.

Services

While the District is providing access to electronic resources, it makes no warranties, whether expressed or implied, for these services. The District may not be held responsible for any damages including loss of data as a result of delays, non-delivery or service interruptions

caused by the information system or the user's errors or omissions. The use or distribution of any information that is obtained through the information system is at the user's own risk. The

District specifically denies any responsibility for the accuracy of information obtained through Internet services.

#### Security

The Board recognizes that security on the District's electronic network is an extremely high priority. Security poses challenges for collective and individual users. Any intrusion into secure areas by those not permitted such privileges creates a risk for all users of the information system.

The account codes/passwords provided to each user are intended for the exclusive use of that person. Any problems, which arise from the user sharing his/her account code/password, are the responsibility of the account holder. Any misuse may result in the termination of user privilege.

The District shall use filtering, blocking or other technology to protect students and staff from accessing internet sites that contain visual depictions that are obscene, child pornography or harmful to minors. The District shall comply with the applicable provisions of the Children's Internet Protection Act (CIPA), and the

Neighborhood Internet Protection Act (NCIPA).

#### Vandalism of the Electronic Network or Technology System

Vandalism is defined as any malicious attempt to alter, harm, or destroy equipment or data of another user, the District information service, or the other networks that are connected to the Internet. This includes, but is not limited to the uploading or the creation of computer viruses, the alteration of data, or the theft of restricted information. Any vandalism of the District electronic network or technology system will result in the immediate loss of computer service, disciplinary action and, if appropriate, referral to law enforcement officials.

#### Consequences

The consequences for violating the District's Acceptable Use Policy include, but are not limited to, one or more of the following:

- 1. Suspension of District Network privileges;
- 2. Revocation of Network privileges;
- 3. Suspension of Internet access;
- 4. Revocation of Internet access;
- 5. Suspension of computer access;
- 6. Revocation of computer access;
- 7. School suspension;
- 8. Expulsion; or
- 9. Employee disciplinary action up to and including termination

Board Approved Date: July 2013 Last Updated: February 2019

### P 4650 Communication with Students by Electronic Media

The Board of Education requires that communications between employees and students conform to applicable state and federal law, as well as Board of Education policy and regulations. These requirements apply to electronic communications, as well as other direct and indirect communications between employees and students during and outside of school hours and school activities. Accordingly, the purpose of this policy is to prevent and provide consequences for employees who engage in inappropriate communications with students, whether by electronic or other means. For purposes of this policy, the term "inappropriate communications" includes, but is not necessarily limited to, communications prohibited by Board of Education policy or regulation. For purposes of this policy, the term "electronic communications" includes, but is not necessarily limited to, written, oral, or other communications via landline, wireless, cellular, or cordless telephone; texting; email; facsimile; social networking sites; Internet-based video or teleconferencing; and/or other forms of communication that occur via electronic means.

Board Approved Date: December 2011 Last Updated: February 2019

### R 4650 Communication with Students by Electronic Media

In accordance with Board Policy 4630, Item 8, staff members are required to communicate with students in a professional and respectful manner. Item 8 applies to all communications, including but not limited to the use of electronic media. Policy 4630, Item 9, further provides that employees are required to maintain relationships with students in a professional teacher- student model. Item 9 applies to all relationships between staff and students, including but not limited to the use of electronic media. By virtue of this policy pertaining to Communications with Students by Electronic Media, the requirements of Policy 4630, Items 8 and 9 are explicitly made applicable to all employees of the District. All school employees are required to communicate with students in a professional and respectful manner and are required to maintain professional relationships with students.

Additionally, Board Policy and Regulation 4810, Sexual Harassment, and Board Policy and Regulation 2130, Nondiscrimination and Student Rights, explicitly prohibit communications between District employees and students that constitute discrimination, harassment, and/or retaliation on the basis of a protected categories or activities. Each of these policies and regulations provides, as examples, non-exhaustive lists of oral and nonverbal communications that are prohibited when communicating in any manner with students. School employees may not engage in any communication, whether by electronic media or other means that would violate Board Policy and Regulation 4810 and/or Board Policy and Regulation 2130.

Board Policy and Regulation 6320, Library, Media, and Technology Services, further requires all employees to conform to the District's Acceptable Use Policy when using the District's technology resources to communicate with students and others. The Acceptable Use Policy prohibits the use of the District's technology resources in a manner that would violate the Board policies and regulations specifically referenced in this policy or that would otherwise violate Board policy and regulation. Policy and Regulation 6320 further provide that employees who violate the Acceptable Use Policy may be disciplined up to and including termination.

Accordingly, all employees are strictly prohibited from using District technology to communicate with students in a manner that is contrary to Policy and Regulation 6320, including but not limited to, the Acceptable Use Policy.

Furthermore, Missouri statutory and case law provides that teachers and other contracted employees may be terminated during the term of the employee's contract for behavior that would constitute immoral conduct as defined by Missouri law. Such conduct includes, but is not limited to, communicating with students for the purpose of promoting, engaging in, and/or attempting to conceal a sexual relationship between the employee and a student; promoting, engaging in, and/or attempting to conceal illegal conduct involving a student; and/or promoting, engaging in, and/or attempting to conceal other conduct prohibited by civil or criminal law, and/or Board policy or regulation. Accordingly, all employees are prohibited from communicating with students, whether by electronic or other means, in a manner that constitutes immoral conduct as defined by law under the Missouri Teacher Tenure Act.

Employees who engage in communications prohibited by this policy, regardless whether such communications occur during or outside the school day or school activities, will be subject to

discipline, up to and including termination, in accordance with any procedures that may be prescribed by law for the employee's position.

Board Approved Date: December 2011 Last Updated: February 2019

### P 2400 Student Educational Records

A cumulative educational record shall be maintained for each student from his/her entrance into school through the last date of attendance or through graduation, whichever occurs first.

Each student's educational record will include information required by state and federal statutes, regulations or agencies and shall include other information considered necessary by school officials.

The District will comply with the mandates of the Family Educational Rights and Privacy Act (FERPA) and the Safe Schools Act regarding confidentiality of student records and disclosure of personally identifiable information.

The parents/guardians of students who are attending or have attended the District's schools have the right to inspect and review the educational records of their students and to request amendment of their students' educational records. The District has adopted procedures (Regulation 2400) for the granting of parental requests for access to the educational records of their students within a reasonable period of time, but in no case more than forty-five (45) days after the request is made.

All information contained in a student's educational record, except information designated as directory information by the District, shall be confidential and shall be directly accessible only to school officials who demonstrate a legitimate educational interest in the student's records and to parents/guardians or eligible students.

Upon request by military recruiters or an institution of higher learning, the District will provide students' names, addresses and telephone listings. Parents will be notified annually of their right to individually request that such information not be released without prior parental consent. Military recruiters will be provided the same access to students as is given to institutions of higher learning.

Board Approved Date: June 22, 2009 Last Updated: May 2009

### R 2400 Student Educational Records

Directory information means information contained in the educational record of a student which would not generally be considered harmful or an invasion of privacy if disclosed. The District directory information includes the following: the student's name, address, telephone listing, date and place of birth, major field of study, participation in officially recognized activities and sports, weight and height of members of athletic teams, dates of attendance, degrees and awards received, the most recent previous school attended, and photographs.

- 1. *Educational record* means those records that are directly related to a student and are maintained by the District.
- 2. *Disclosure* means to permit access to or the release, transfer, or other communication of educational records, or the personally identifiable information contained in those records, to any party, by any means, including oral, written or electronic means.
- 3. *Eligible student* means a student who has reached 18 years of age or attends an institution of post-secondary education.
- 4. *Parent* means a parent of a student and includes a natural parent, a guardian, or an individual acting as a parent/guardian in the absence of a parent/guardian.
- 5. *Personally identifiable information* includes, but is not limited to the student's name; the name of the student's parent/guardian or other family member; the address of the student or student's family; a personal identifier, such as the student's social security number or student number; a list of personal characteristics that would make the student's identity easily traceable, or other information that would make the student's identity easily traceable.
- 6. *Student* means any individual who is or has been in attendance in the District and about whom the District maintains educational records.

#### **General Guidelines**

- 1. The District shall give full rights under this regulation to either parent/guardian of a student, unless the District is provided with a court order, state law or other legally binding document that specifically revokes the parent/guardian's rights to access under this regulation.
- 2. When a student reaches the age of 18, or attends a post-secondary institution of education the parent/guardian rights under this policy will transfer from the parent/guardian to the student.
- 3. The District will annually disseminate a notice of the rights available under this regulation to parent/guardian and eligible students. The annual notification will include a statement that the parent/guardian or eligible student is entitled:
  - a. To inspect and review the student's educational records.

- b. To request changes to the educational records to ensure that the records are not inaccurate, misleading, or otherwise in violation of the student's privacy or other rights.
- c. To consent to disclosures of personally identifiable information contained in the student's educational records, except to the extent that federal and state law authorize disclosure without such consent; and
- d. To obtain a copy of this policy and guidelines.

The annual notification will also inform parents/guardians and eligible students where copies of the policy and guidelines are located.

4. Prior to making directory information public, the District will notify the parent/guardian regarding the categories of information that it has designated as directory. In addition, the District will allow a reasonable period of time after such notice for the parent/guardian or eligible student to inform the District that any or all of the designated directory information should not be released without the parent's/guardian's or eligible student's consent.

#### Procedures for Inspection and Review of Educational Records

- 1. The District's regulation permits parents/guardians and eligible students to inspect and review the educational records of the student.
- 2. After a request for access to records, the District will allow access within a reasonable period of time, but in no case more than forty-five (45) days after receipt of the request. All requests for access should be directed to .
- 3. After the parent/guardian or eligible student has had an opportunity to inspect and review the student's educational records, the parent/guardian may make a request for explanations and interpretations of the records to *%RequestsExplanations%*. The District's designee shall respond to all reasonable requests for explanation or interpretation.
- 4. The District will not destroy any educational record if there is an outstanding request to inspect and review that record.
- 5. If a student's educational records contain information on more than one student, the parent/guardian or adult student may inspect, review or be informed of only the specific information about that student. That is, all information pertaining to another student will be redacted.
- 6. The District may employ the use of security videos in its hallways, classrooms and/or buses. Security videos maintained by the District's law enforcement unit (if any) or not maintained at all (recycled) are not considered educational records and therefore may not be inspected and reviewed under FERPA. If security videos are maintained by the District, such videos are protected educational records under FERPA and may be viewed by parents or patrons with a court order or written permission from the parent(s) of each student to whom the video is directly related.
- 7. The District may disclose personally identifiable information from an educational record only on the condition that the party to whom the information is disclosed will not disclose the information to any other party without the prior consent of the parent/guardian or eligible

student. Each party to whom disclosure may be made under this policy must first sign a statement in which he/she agrees to abide by this provision and agrees to use the information disclosed only for the purposes for which the disclosure was made. This does not apply to disclosures of directory information or to any information that the District is required to disclose under Missouri law.

#### **Copies of Educational Records**

1. The District has no obligation to provide copies of educational records to parents, their representatives or adult students under FERPA unless failure to provide copies prevents a parent or adult student from exercising the right to inspect or review the records, or is otherwise required by law. For example, if a parent does not live within driving distance of the school district, is hospitalized, or incarcerated, he or she may have a right to copies.

2.

#### Procedures to Request Amendment of a Student's Educational Records

- 1. If a parent/guardian or eligible student believes the educational records for that student contain information that is inaccurate, misleading, or in violation of the student's rights of privacy or other rights, he/she may ask the District to amend the record. All such requests should be directed to .
- 2. The District's designee, in consultation with the administration or Board of Education as needed, shall decide whether to amend the record as requested within a reasonable time after the request.
- 3. If the District's designee decides not to amend the record, he/she shall inform the parent/guardian or eligible student of that decision and of their right to request a hearing on the request.
- 4. If a hearing is requested, the District will hold the hearing within a reasonable time after it has received the request and will give the parent/guardian or eligible student reasonable advance notice of the date, time and place of the hearing. The hearing may be conducted by any individual, including an employee of the District, who does not have a direct interest in the outcome of the hearing. The District will give the parent/guardian or eligible student a full and fair opportunity to present evidence relevant to the issue(s) raised by the parent/guardian or eligible student's request. The parent/guardian or eligible student may, at their own expense, be assisted or represented at the hearing by any individual of their choice, including an attorney.
- 5. The District will make its decision in writing within a reasonable period of time after the hearing. The decision will be based solely on the evidence presented at the hearing, and will include a summary of the evidence and the reasons for the decision.
  - a. If the District decides, as a result of the hearing, that the information is inaccurate, misleading or violates the student's rights, the District shall amend the record and inform the parent/guardian or eligible student of the amendment in writing.
  - b. If the District decides, as a result of the hearing, that the information is not inaccurate, misleading, or otherwise in violation of the student's rights, the District shall inform the

parent/guardian or eligible student of that decision and shall inform the parent/guardian or student of his/her right to place a statement in the record commenting on the contested information or stating why he/she disagrees with the District's decision, or both. If the parent/guardian or eligible student submits such a statement, the District will maintain that statement with the student's educational records as long as the record is maintained and will disclose the statement whenever it discloses the portion of the record to which the statement relates.

# Procedures Regarding Disclosure of Personally Identifiable Information Where Consent is Required

- 1. Before the District discloses personally identifiable information from a student's records (other than directory information), the District will obtain a signed and dated written consent from the parent/guardian or eligible student. The written consent will specify the records that may be disclosed; state the purpose of the disclosure; and identify the party or parties to whom disclosure may be made.
- 2. If the parent/guardian or eligible student so requests, the District will provide him/her with a copy of the records disclosed.

#### Disclosure of Personally Identifiable Information Where Consent is Not Required

The District may disclose personally identifiable information from a student's educational records without the written consent of the parent/guardian or eligible student in the following circumstances:

 Disclosure may be made to other school officials, including teachers, within the District whom the District has determined to have legitimate educational interests. In addition, the school official or his/her assistants who are responsible for the custody of the records and those parties authorized to audit the record keeping procedures of the District may inspect the records relating to each student without the consent of the parent/guardian or eligible student.

The District designates to make the determination as to whether a particular school official has a legitimate educational interest in accessing a student's educational records. Before accessing any student's educational records, the school official seeking access must submit a written request to . The request must include the student's name, the reason for the request, the school official's name and the date of the request. The District's designee must provide in writing whether the request was granted or denied and the reason for the decision. If the request is granted, the request and the designee's decision must be maintained with the student's educational records.

- 2. Disclosure may be made to officials of another school district or post secondary educational institution where the student seeks or intends to enroll.
- 3. Disclosure may be made to authorized federal and state agencies and authorities.
- 4. Disclosure of acts of school violence, as set forth in Policy and Regulation 2673, may be made to District employees who are directly responsible for the student's education or who interact with the student in the performance of the employee's duties.

- 5. Disclosure related to past or potentially future violent behavior may be made to appropriate staff members of portions of any student's individualized education program team.
- 6. Disclosure may be made to law enforcement officials, as soon as is reasonably practicable, of the commission of the criminal acts listed in Regulation 2673.
- 7. In appropriate circumstances, District administrators may disclose student educational records to law enforcement and/or juvenile authorities where necessary to serve students prior to adjudication. Officials to whom such educational records are disclosed are required to comply with federal law governing students' educational records.
- 8. Disclosure may be made to the appropriate division of the Juvenile Court of the suspension of more than ten (10) days of any student under court jurisdiction.
- 9. Disclosure of discipline records may be made within five (5) days to any requesting school district where the student seeks to enroll.
- 10. Disclosure may be made if such disclosure is in connection with financial aid for which the student has applied or which the student has received, if the information is necessary to determine eligibility, amount of aid, condition for the aid, or to enforce the terms and conditions of the aid.
- 11. Disclosure may be made to organizations conducting studies for, or on behalf of, educational agencies or institutions to develop, validate or administer predictive tests; administer student aid programs; or improve instruction, if the study is conducted in a way that does not permit personal identification of parent/guardian and students, and the information is destroyed when no longer needed for the purposes for which the study was conducted.
- 12. Disclosure may be made to accrediting organizations to carry out their accrediting functions.
- 13. Disclosure may be made to comply with a judicial order or lawfully issued subpoena and only after the District makes a reasonable effort to notify the parent/guardian or eligible student of the order or subpoena in advance of the compliance.
- 14. Disclosure may be made to appropriate parties where the disclosure is in connection with a health or safety emergency and the information is necessary to protect the health or safety of the student or other individuals.
- 15. Disclosure may be made where the disclosure is of information the District has designated to be directory information.
- 16. Disclosure may be made to the parent/guardian of a noneligible student or to an eligible student.
- 17. Disclosure may be made without the written consent of the parent/guardian or eligible student as otherwise may be specified by federal or state law.

#### **Record Keeping Procedures**

1. The District will maintain a record of each request for access to and each disclosure of personally identifiable information from the educational records of each student. will be

responsible for keeping such records of requests and disclosures.

- 2. The District will maintain the record of each request and disclosure with the educational records of the student as long as the records are maintained by the District.
- 3. For each request or disclosure, the District's record will include the parties who have requested or received personally identifiable information from educational records and the legitimate interests the parties had in requesting or obtaining the information.
- 4. If the District discloses personally identifiable information from an educational record under the exceptions enumerated in the section above, the District will record the names of those persons to whom that party may disclose the information on behalf of the District and the legitimate interests which each of the additional parties has in requesting or obtaining the information.
- 5. If the District discloses information pursuant to a health or safety emergency, the District, within a reasonable time period, will record in the student's educational records the significant threat that formed the basis for the disclosure and the parties to whom the information was disclosed.

Board Approved Date: January 2011 Last Updated: November 2010



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### **IEP AND 504 STUDENT ACCOMODATIONS**

We realize how important all teachers are in the education process of all students including students with special needs. In an effort to continue to improve and provide you with necessary y and important information concerning individual students and their specific needs, additional permissions on SISK12 are now turned on that will allow you to view documents on SISK12 for those students with special needs.

In order for us to truly reach the goals set for our students, it is important that you become familiar with the IEP or 504 Plan of each student that you may have in your classroom that has a plan. Your responsibility will be to view the IEP or 504 Plan and implement the accommodations and modification s stated in these documents. These documents serve as your guide while working together with the case manager and special education teachers for each individual student. The case managers look forward to helping you answer questions and will work with you to develop ideas and strategies to ensure we are implementing the plans as outlined.

# Your sign off on the employee handbook indicates that you understand it is your responsibility to view and implement appropriate portions of the IEP or 504 Plan as they apply to those students with special needs in your classroom.

We are excited and look forward to you being a part of individual student teams that make a difference in the lives of our student s.



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### **DISTRICT PURCHASES**

District employees are NOT to purchase items on behalf of the Sedalia School District #200 without having an approved purchase order or pre-authorization by administration.



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### ASBESTOS

To: Parents & Staff of Sedalia School District #200

Asbestos is an issue we have been dealing with for many years. The Asbestos Hazard Emergency Response Act of 1986 (referred to as AHERA) was enacted to determine the extent of and develop solutions for any problems schools may have with asbestos.

To give you some background, asbestos has been used as a building material for many years. It is a naturally occurring mineral that is mined primarily in Canada, South Africa, and the U.S.S.R. Asbestos' properties made it an ideal building material for insulating, sound absorption, decorative plasters, fireproofing, and a variety of miscellaneous uses. There have been over 3,000 different products made using asbestos materials. EPA began action to limit uses of asbestos products in 1973 and most uses of asbestos products as building materials were banned in 1978.

We have had our facilities inspected by a certified asbestos inspector, as required by AHERA. The inspectors located, sampled, and rated the condition and hazard potential of all material in our facilities suspected of containing asbestos. The inspection and laboratory analysis records were turned over to a professional, certified to develop asbestos management plans.

He has developed an asbestos management plan for our facilities which includes: this notification letter, education and training of our employees, and a set of plans and procedures designed to minimize the disturbance of the asbestos containing materials, and plan for regular surveillance of the asbestos-containing materials.

A copy of the asbestos management plan is available for your inspection in our administrative office during regular office hours. Mr. Kenneth Schlup Jr. is our asbestos Program Manager and all inquiries regarding the plan should be directed to him.

We have implemented the asbestos management plan and we are intent on not only complying with, but exceeding federal, state, and local regulations in this area. We plan on taking whatever steps are necessary to insure your children and our employees have a healthy, safe environment in which to learn and work. In addition, two of our buildings, Skyline and Parkview, have been certified to be free of all asbestos building materials.

An awareness session has been held with new custodial and maintenance employees to update them on actions taken during the past year, other actions to be completed this coming year, and any additional information as required by law. Contractors will receive letters of notification during the bidding process for all work within the building.

#### EARTHQUAKE SAFETY FOR MISSOURI'S SCHOOLS

Find more information: http://sema.dps.mo.gov/earthquake\_preparedness/

The New Madrid Seismic Zone Extends 120 Miles Southward from the area of Charleston, Missouri, and Cairo, Illinois, through New Madrid and Caruthersville, following Interstate 55 to Blytheville and on down to Marked Tree, Arkansas. The NMSZ consists of a series of large, ancient faults that are buried beneath thick, soft sediments. These faults cross five state lines and cross the Mississippi River in three places and the Ohio River in two places.

The New Madrid Seismic Zone and surrounding region is Active, Averaging More than 200 Measured Events per Year (Magnitude 1.0 or greater), about 20 per month. Tremors large enough to be felt (Magnitude 2.5 – 3.0) are noted every year. The fault releases a shock of 4.0 or more, capable of local minor damage, about every 18 months. Magnitudes of 5.0 or greater occur about once per decade. They can cause significant damage and be felt in several states.

The Highest Earthquake Risk in the United States outside the West Coast is in the New Madrid Seismic Zone. Damaging temblors are not as frequent as in California, but when they do occur, the destruction covers over more than 20 times the area due to the nature of geologic materials in the region. The 1968 5.5 magnitude Dale, Illinois earthquake toppled chimneys and caused damage to unreinforced masonry in the St. Louis area, more than 100 miles from the epicenter. A 5.2 magnitude earthquake in April 2008 in southeast Illinois, did not cause damage in Missouri, but was felt across much of the state.

A Damaging Earthquake in this Area, which experts say is about a 6.0 magnitude event, occurs about once every 80 years (the last one in 1895 was centered near Charleston, Missouri). There is estimated to be a 25---40% chance for a magnitude 6.0 – 7.5 or greater earthquake along the New Madrid Seismic Zone in a 50---year period according to the U.S. Geological Survey reports. The results would be serious damage to un---reinforced masonry buildings and other structures from Memphis to St. Louis. We are certainly overdue for this type of earthquake!

A Major Earthquake in this Area --- the Great New Madrid Earthquake of 1811---12 was actually a series of over 2000 shocks in five months, with several quakes believed to be a 7.0 Magnitude or higher. Eighteen of these rang church bells on the Eastern seaboard. The very land itself was destroyed in the Missouri Bootheel, making it unfit even for farming for many years. It was the largest release of seismic energy east of the Rocky Mountains in the history of the U.S. and was several times larger than the San Francisco quake of 1906.

When Will Another Great Earthquake the Size of Those in 1811---12 Happen? Several lines of research suggest that the catastrophic upheavals like those in 1811---12 visit the New Madrid region every 500---600 years. Hence, emergency planners, engineers, and seismologists do not expect a repeat of the intensity of the 1811---12 series for at least 100 years or more. However, even though the chance is remote, experts estimate the chances for a repeat earthquake of similar magnitude to the 1811---1812 New Madrid earthquakes over a 50---year period to be a 7 --- 10% probability.

What Can We Do to Protect Ourselves? Education, planning, proper building construction, and preparedness are proven means to minimize earthquake losses, deaths, and injuries.

#### Prepare a Home Earthquake Plan

Choose a safe place in every room-----under a sturdy table or desk or against an inside wall where nothing can fall on you. Practice DROP, COVER AND HOLD ON at least twice a year. Drop under a sturdy desk or table, hold onto the desk or table with one hand, and protect the back of the head with the other hand. If there's no table or desk nearby, kneel on the floor against an interior wall away from windows, bookcases, or tall furniture that could fall on you and protect the back of your head with one hand and your face with the other arm.

Choose an out---of---town family contact.

Take a first aid class from your local Red Cross chapter. Keep your training current. Get training in how to use a fire extinguisher from your local fire department.

Inform babysitters and caregivers of your plan.

#### **Eliminate Hazards**

Consult a professional to find out additional ways you can protect your home, such as bolting the house to its foundation and other structural mitigation techniques.

Bolt bookcases, china cabinets and other tall furniture to wall studs. Install strong latches on cupboards. Strap the water heater to wall studs.

#### Prepare a Disaster Supplies Kit for Home and Car

First aid kit and essential medications. Canned food and can opener.

At least three gallons of water per person.

Protective clothing, rainwear, and bedding or sleeping bags. Battery---powered radio, flashlight, and extra batteries.

Special items for infant, elderly, or disabled family members.

Written instructions for how to turn off gas, electricity, and water if authorities advise you to do so.

(Remember, you'll need a professional to turn natural gas service back on.)

Keeping essentials, such as a flashlight and sturdy shoes, by your bedside.

#### Know What to Do When the Shaking BEGINS

DROP, COVER AND HOLD ON! Move only a few steps to a nearby safe place. Stay indoors until the shaking stops and you're sure it's safe to exit. Stay away from windows.

In a high---rise building, expect the fire alarms and sprinklers to go off during a quake. If you are in bed, hold on and stay there, protecting your head with a pillow.

If you are outdoors, find a clear spot away from buildings, trees, and power lines. Drop to the ground. If you are in a car, slow down and drive to a clear place (as described above). Stay in the car until the shaking stops.

#### Know What to Do AFTER the Shaking Stops

Check yourself for injuries. Protect yourself from further danger by putting on long pants, a long--- sleeved shirt, sturdy shoes, and work gloves.

Check others for injuries. Give first aid for serious injuries.

Look for and extinguish small fires. Eliminate fire hazards. Turn off the gas if you smell gas or think it's leaking. (Remember, only a professional should turn it back on.)

Listen to the radio for instructions

Expect aftershocks. Each time you feel one, DROP, COVER, AND HOLD ON! Inspect your home for damage. Get everyone out if your home is unsafe. Use the telephone only to report life---threatening emergencies.

### P 4121 Notice of Public Service Loan Forgiveness Program (PSLF)

The District will provide all new employees, within ten (10) days of beginning service with the District, with current, accurate and complete information about their eligibility for public service loan forgiveness (PSLF). This same information concerning eligibility for participation in the PSLF Program will be provided to all current employees who are employed by the District on June 30, 2017.

Board Approved Date: October 2016 Last Updated: August 2016

#### PUBLIC SERVICE LOAN FORGIVENESS (PSLF)

Please refer to the following URL for information and forms for the Public Service Loan Forgiveness (PSLF) program. https://studentaid.gov/manageloans/forgiveness-cancellation/public-service

#### FEDERAL STUDENT LOAN FORGIVENESS

Please refer to the following URL for information and forms for the Federal Student Loan Forgiveness programs https://studentaid.gov/manageloans/forgiveness-cancellation



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# **Online Account Deactivation and Deletion**

### **Departing Staff Members**

For any staff member (teachers, administrators, support staff, etc.) who leaves employment with the district, their online account(s) provided by the district will be deactivated on their final day of employment. All data and files associated with the former staff member's account(s) will be retained for five (5) years after deactivation. After five years, the account(s) and all associated data will be permanently deleted.

### Account Reactivation

In exceptional circumstances, former staff may request the temporary reactivation of their account(s) within the respective five-year retention period. Such requests will be evaluated on a case-by-case basis by the district's IT department.

#### **Data Backup and Retention**

The district will maintain regular backups of all account data and files during the respective retention periods. However, the district cannot guarantee the availability or integrity of such data beyond the specified retention timelines.

# **EMPLOYEE BENEFITS**



JULY 2024

Employee benefits are employee compensation packages that include extras such as health insurance, retirement savings plans, paid vacation days and more. Employers offer employee benefits to attract and retain top talent, as well as improve employee productivity and engagement. Some benefits are even required by law.



Click link below to access benefit guide.

Employee Benefit Guide