



POPLAR BLUFF R-I SCHOOL DISTRICT

CERTIFIED RULES & REGULATIONS

2023-2024

ACHIEVING
EXCELLENCE
THROUGH
LEARNING:
EVERY CHILD,
EVERY HOUR,
EVERY DAY.

REVISED & BOARD
APPROVED JUNE 2023



The power is in 'us.' Together we are stronger. We are interdependent. We are unified.



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Poplar Bluff, MO 63901
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Poplarbluffschools.net

TABLE OF CONTENT
 Certified Staff Rules & Regulations
 2023-2024
 (Changes in handbook are bolded)

	Page
NOTICE OF NONDISCRIMINATION.....	1
EQUAL OPPORTUNITY EMPLOYMENT STATEMENT	3
OVERVIEW OF RESPONSIBILITIES.....	3
EMPLOYMENT	
Employment of Certificated Staff.....	5
Interviewing of Applicants	5
Recommending an Applicant for Employment	6
Employees with Contracts	6
Professional Development Reimbursement.....	7
Educational/Coaching Experience	7
Suspension and Dismissal of Certificated Staff	7
Procedures for Handling Staff Grievance.....	8
Staff Conduct.....	10
Notice of Arrest, Abuse Complaint, Traffic Citations.....	11
Staff/Student Relations	12
Supervision of Students	13
Reasonable Accommodations for Disabled	13
Staff Conflict of Interest.....	13
Evaluation.....	14
Tenure	14
SALARY INFORMATION	
Pay Information.....	15
Payroll Deductions.....	15
Retirement	15
Medicare.....	16
Certified Payroll Schedule	17
Salary Schedule - Certified	19
Salary Schedule - Nurse	20
Salary Schedule - Vocational	21
LEAVES	
FMLA.....	23
Professional Staff Long-Term Leaves and Absences.....	24
Sabbatical Leaves of Absence.....	24
One-Year General Leave of Absence	24
Sick Leave and Personal Leave Policy	25
Retirement Credit of Unpaid Personal Leave	26
Public School Retirement System - Sick Leave.....	26
Pregnancy, Childbirth and Adoption Leave.....	26
Military Duty Leave of Absence.....	26
Leave of Absence with Pay Not Chargeable to Employee's Allowance	27

Twelve-Month Certified Staff Vacation	27
Personal Leaves Not Approved	29
I	
INSURANCE.....	31
COBRA.....	31
Worker’s Compensation	31
District Employee Liability.....	32
IN-SERVICE/TRAVEL	
In-Service Education.....	33
In-Service Education Reimbursement Procedures.....	33
Out-of-District Travel.....	34
In-District Travel	34
DISTRICT POLICIES	
In-Service Policy.....	35
Class Size	35
School Fundraising Activities & Account Activities Overview Policy	35
Petty Cash Policy	37
Use of District Property Policy.....	37
Safety, Security and Communications Policy	37
Employee-Student Communication Policy	38
Staff Use of Communication Devices Policy	41
Harassment Policy.....	42
Bullying Policy	43
Tobacco Policy	43
Weapons Policy.....	43
Alcohol and Illicit Drugs Policies	44
Drug Free Work Place Policy.....	45
Reference Request.....	45
COMMUNICABLE DISEASES	
Employee	47
Categories of Potential Risk.....	47
Confidentiality.....	47
Training - Employee.....	47
Testing - Employee.....	48
Reporting and Disease Outbreak Control	48
TECHNOLOGY	
Media Releases.....	49
Internet Usage/Safety	49
Internet User Agreement	50
Social Media.....	51
Copyrighted Materials	52
2023-2024 SCHOOL CALENDAR.....	53

CERTIFIED PERSONNEL HANDBOOK 2023-2024

The mission of the Poplar Bluff School District R-I, in partnership with parents and community, is to educate all students to their potential, and to inspire them to be lifelong learners, who possess the skills and knowledge necessary to be productive members in our changing world.

These Rules and Regulations are intended as guidance for and a supplement to the directives issued as approved Board Policies. If any conflicts exist between these Rules and Regulations and Board Policy, the latter shall prevail and these Rules and Regulations shall not be interpreted to expand the district's responsibilities beyond Board Policies. Pursuant to Board Policy GBCB, employees are directed to become familiar with, enforce and follow all applicable Board policies and regulations, administrative procedures, other directions given by district administrators and supervisors, and state and federal laws.

NOTICE OF NONDISCRIMINATION

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

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

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

Michael Owen
Title II, Title VI, Title VII, Title IX, Age Discrimination Act, FMLA
1110 N. Westwood Blvd., Poplar Bluff, MO 63901
Telephone: 573-785-7751
michaelowen@pb.k12.mo.us

The following person is designated and authorized to coordinate compliance with Section 504 of the Rehabilitation Act of 1973 identified above:

Camille MacDonald (504 Coordinator)
3203 Oak Grove Road, Poplar Bluff, MO 63901
573-785-2248

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

Inquiries or concerns regarding civil rights compliance by school districts should be directed to the local school district's Non-Discrimination and Title IX Coordinator. Inquiries and complaints may also be directed to the Kansas City Office, Office for Civil Rights, US Department of Education, 8930 Ward Parkway, Suite 2037, Kansas City, MO 64114; (816) 268-0050; TDD (877) 521-2172.

Any person may also contact the Equal Employment Opportunity Commission for concerns relating to the Age Discrimination in Employment Act, or Title VII.

Robert A. Young Federal Building
1222 Spruce Street, St. Louis, MO 63103
Telephone: 800-669-4000

Other agencies dealing with non-discrimination issues include:

Missouri Commission for Human Rights
Department of Labor and Industrial Relations
P.O. Box 1129
3315 W. Truman Blvd., Room 212
Jefferson City, MO 65102-1129
Telephone: 573-751-3325
Toll Free: 877-781-4236

U.S. Department of Justice
950 Pennsylvania Ave., NW
Washington, DC 20530-0001
Telephone: 202-353-1555

St Louis District Office
US Department of Labor, Wage & Hour Division
1222 Spruce Street, Room 9, 102B, St Louis MO 63103-2830
Telephone: 314-539-2706
Toll Free: 866-487-9243

EQUAL OPPORTUNITY EMPLOYMENT STATEMENT

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, or any other characteristic protected by law. 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.

OVERVIEW OF RESPONSIBILITIES

It shall be the responsibility of the Board to provide satisfactory school facilities to insure excellence in education.

It shall be the responsibility of the administrators to utilize school facilities and to organize the school day to insure that the ability and energy of each teacher is used effectively, creatively, and constructively. It shall be the duty of each teacher to reach for excellence in education by meeting the guidelines of the curriculum and by appropriating a measure of freedom to work creatively.

It should be the responsibility of the teacher to maintain proper certification at all times during employment.

EMPLOYMENT

Employment of Certificated Staff

The Board of Education of the Poplar Bluff School District R-I and the superintendent will adhere to the following policy concerning ALL applicants for teaching positions within the district.

1. The personnel office, at the request of the superintendent, will announce and post all certificated vacancies that occur throughout the school system. These vacancies will be filled based upon need during the year. Applications will be made available to all qualified applicants at their request.
2. Announcements of vacancies will be made in appropriate buildings throughout the school system. Teaching positions will not be filled for at least five (5) days after the posting of these announcements unless the vacancy occurs between May and August. A teacher currently employed by this district may apply for any position for which they are qualified. The placement offices at appropriate colleges and universities will be notified of any vacancies.
3. Most vacancies, which occur after the school term begins—especially during the first semester of the school year—will be filled in the same manner as full-term vacancies. However, the superintendent of schools and/or his/her authorized representative may, after careful study, determine that it is in the best interest of the students and the instructional program to retain the services of a qualified substitute to fill a vacancy for the remainder of the school year. (This action is often taken when teachers on maternity leave ask for an extended leave of absence, and the substitute teacher filling the position is retained to complete the school term. Substitute teachers may also be retained in cases of extended illness or for other valid reasons, as determined by the Board of Education, when the ability of the teacher to fulfill his/her contracted obligation is in doubt.)
4. All employees will be subject to a background check. As part of the criminal records check, any person employed after January 1, 2005, shall be fingerprinted pursuant to the standards determined by the Missouri Highway Patrol and the Federal Bureau of Investigation.

The district reserves the right to require any employee or volunteer to submit to additional criminal background checks at the district's expense or to rerun background checks at any time. The district will provide the Department of Elementary and Secondary Education (DESE) the relevant personnel information necessary to conduct postemployment background checks as allowed by law.

The district may update all criminal background checks required under this policy at least every five years if the person is still volunteering or working for the district or working on district property. The district may update the driving records for all drivers of district transportation every six months. Any employee refusing to submit to a background check may be disciplined or terminated. The district may decline to utilize the services of volunteers or contractors who refuse to participate.

5. The Poplar Bluff School District R-I is insured by MUSIC (Missouri United School Insurance Council). Following MUSIC guidelines, every employee is required to complete a Child Abuse or Neglect/Criminal Record form. These forms will be submitted to the Children's Division Central Registry maintained by the Missouri Department of Social Services.
6. All letters requesting application forms and materials sent by prospective applicants, such as college transcripts, college placement papers, and other data will be retained in the personnel office. Applicants who wish to have their information returned to them shall enclose a self-addressed envelope with correct postage.

Interviewing of Applicants

1. The superintendent of schools authorizes the assistant superintendent-personnel to be responsible for interviewing certificated applicants for positions at the elementary and secondary levels. These duties will include announcing and posting vacancies, issuing and receiving applications, and arranging for a screening committee to assist in interviewing applicants, rating applicants, and filing reports with the superintendent.
2. The personnel office shall notify members of the screening committee of the date and the hour that applicants will be interviewed. Furthermore, members of the above committee shall have access to the complete file of each applicant.
3. The screening committee will review the rating sheet and evaluate the applicant in relation to the specific points enumerated in the screening committee rating scale for teacher applications once the interviewing process is completed.

4. In an effort to take affirmative action for qualified minority candidates, the Poplar Bluff School District R-I is an equal opportunity affirmative action employer and abides by all federal statutes relating to same.

Recommending an Applicant for Employment

1. The assistant superintendent-personnel, in collaboration with the elementary or secondary committees or a combination of both, will have screened all applicants for a specific position. Following consultation with members of the committee, the superintendent will be informed of their recommendation.
2. The assistant superintendent-personnel, at the regular Board of Education meeting, shall make a final recommendation of the applicant for the specific vacancy to the Board of Education. The Board of Education has final approval of the employment of the applicant. If the applicant is rejected by the Board of Education, the assistant superintendent-personnel will make a second recommendation.
3. Before an applicant can be employed for any position, they must place on file in the personnel office a complete official transcript of their college work, a valid Missouri teaching certificate, and verification of all prior teaching experience and their credentials. The Board may employ an individual applying for a certificate, but the certificate must be on file before the employee receives his/her first salary payment.

Employees with Contracts

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

Employees may notify the district that they will not accept a future employment contract or an extension of an existing contract by submitting a written resignation notice to the superintendent or designee at any time. The resignation is considered accepted once it is approved by the Board.

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

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

Liquidated Damages

When a professional staff member is released from his/her contract, he/she will be charged damages to cover the cost of filling the vacancy created. Advertising costs, administrative costs and the time and effort involved in screening applicants, setting up and conducting interviews and making reference call are all reasonable factors considered in establishing the cost of filling a position. Since filling positions becomes increasingly more difficult later in the year, the Board has established the following graduated scale for accepting resignations:

1. Between the last day of school and May 31 \$500
2. June 1 through June 30 \$1000
3. After July 1 \$1500

All professional contracts issued must reference this policy to make employees aware of the charges associated with late resignations.

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

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

Professional Development Reimbursement

If the Poplar Bluff School District funds professional development (between the date of hire and the contract start date) for a newly employed staff member and that staff member leaves the Poplar Bluff School District before his/her contract start date, he/she will be responsible for reimbursing the district for all professional development expenses incurred. Current Poplar Bluff School District staff members not returning for the upcoming school year will be responsible for funding his/her own summer professional development or reimbursing the district for any expenses incurred by the district. Current Poplar Bluff School District staff members not returning for the upcoming school year will be responsible for funding his/her own summer professional development or reimbursing the district for any expenses incurred.

Educational/Coaching Experience

It is the philosophy of the Poplar Bluff School District R-I to employ teachers only in areas in which they have obtained the appropriate certification.

Teachers may be granted credit for all previous years of teaching experience obtained in public/private schools. Up to ten years coaching experience will be granted.

Suspension and Dismissal of Certificated Staff

The Board delegates to the superintendent the authority to suspend staff members or put them on administrative leave for any legal reason in accordance with district policy and law. An employee will be immediately suspended or put on administrative leave in situations where the superintendent or designee determines that suspension is necessary to prevent disruption to the education environment, protect the safety of the students, appropriately investigate alleged misconduct, or in other circumstances where suspension serves the district's interests.

The superintendent may suspend, with or without pay, professional staff members who are not under contract. The superintendent shall report any such suspension to the Board of Education. The superintendent's decision will stand approved unless reversed by the Board.

Employees with contracts may be suspended with pay in accordance with law, district policy and the employment contract when applicable.

Employees with contracts may be suspended without pay only after appropriate due process unless the employee consents in writing to a suspension without pay. Prior to suspending a professional staff member without pay during the term of a contract, the district will notify the employee of the charges, give the employee an opportunity to discuss the charges and inform the employee of the opportunity to appeal the suspension to the Board of Education. The employee must request an appeal within ten days of notice of suspension without pay. If the employee appeals, the employee may also be suspended with pay pending the appeal. In general, pay will not be withheld until the Board renders its decision unless an appeal has been waived or the employee consents in writing to a suspension without pay.

Employees whose positions require a teaching certificate in accordance with law (certificated personnel) shall be terminated in accordance with the provisions of the Teacher Tenure Act of Missouri or other applicable law.

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

Staff Grievances

Because violations of Board policies, regulations and collective bargaining agreements are particularly problematic, the Board has developed a formal process for addressing these grievances.

Grievance processing should be viewed as a positive and constructive effort to establish the facts upon which the grievance is based and to accurately implement Board policies, regulations or collective bargaining agreements. The Board strictly prohibits discrimination or retaliation against an employee for filing a grievance and directs all district employees to cooperate in the grievance process.

If more than one district grievance process might apply to a particular concern, the superintendent or designee will decide which process will govern. If any part of a grievance includes allegations of illegal discrimination or harassment, or if the grievance is factually similar to a complaint filed by the same employee regarding illegal discrimination or harassment, the entire grievance will be resolved in accordance with policy AC and/or ACA.

The following person is designated and authorized as the District's Non-Discrimination and Title IX Coordinator to coordinate compliance and to handle inquiries or complaints regarding the District's non-discrimination policies, including Policy AC and ACA:

Michael Owen
Title II, Title VI, Title VII, Title IX, Age Discrimination Act, FMLA
1110 N. Westwood Blvd., Poplar Bluff, MO 63901
Telephone: 573-785-7751
michaelowen@pb.k12.mo.us

Grievance Process Overview

1. Grievances must be filed within ten days of the occurrence that is the basis of the grievance. The grievance must be in writing, on the forms provided by the district, and include a copy of the provision of the collective bargaining agreement, policy or regulation alleged to be violated or misinterpreted, as well as a statement of the relief requested.
2. Grievances will be processed according to the step-by-step process outlined below, with the following exceptions. If a person designated to hear a grievance is the subject of the grievance, the grievance process will begin at the next highest step. If a grievance is directly based on official Board action, the grievance shall be directed to the Board secretary. The grievance may be heard by the Board at the sole discretion of the Board.
3. No new information may be added and no new claims may be made after Step 1. Each subsequent appeal will address only the facts and issues presented at Step 1.
4. The deadlines established under this policy may be extended upon the written request of the grievant or the supervisor, but the final decision regarding any extension shall be made by the superintendent at his or her sole discretion. Investigation and reporting deadlines will be extended when more time is necessary to adequately conduct an investigation and to render a decision. The grievant will be notified when deadlines are extended.
5. Failure of the grievant to appeal within the timelines given will be considered acceptance of the findings and remedial action taken. The district will not consider late appeals.
6. Once a decision is rendered under this grievance process, the decision is final. Grievance decisions cannot be the subject of a new grievance.
7. Because the point of a grievance is to provide resolution outside the court system, an employee is not entitled to bring an attorney to grievance proceedings. Once an attorney becomes involved in the

process, the superintendent or designee will refer the matter to the district's private attorney and the grievance process will end.

Grievance Process

Immediate Supervisor (Step 1)

1. Employees are encouraged to informally notify their immediate supervisor of a grievance. If the issue is not resolved, the employee should submit a written grievance, on forms provided by the district, to the immediate supervisor. The written grievance must clearly indicate that it is a grievance and specify which provision(s) of policy, regulation or collective bargaining agreement were allegedly violated.
2. Within ten days of receiving the written grievance, the immediate supervisor will investigate the matter and render a decision in writing. A copy of the decision will be provided to the grievant.

Principal or Designee (Step 2)

This step may be omitted if the principal or designee serves as the immediate supervisor at Step 1 or if the employee's supervisor is not under the direct supervision of a principal.

1. Within five days after receiving the decision at Step 1, the grievant may appeal the decision in writing, using forms provided by the district, to the principal or designee. The appeal must clearly state why the previous decision is erroneous.
2. The principal or designee will, within ten days of receipt of the appeal, review the investigation and render a decision in writing to the grievant and the grievant's immediate supervisor.

Superintendent or Designee (Step 3)

1. Within five days after receiving the decision at Step 2, the grievant may appeal the decision in writing, using forms provided by the district, to the superintendent or designee. The appeal must clearly state why the previous decision is erroneous.
2. The superintendent or designee will, within ten days of receipt of the appeal, review the investigation and render a decision in writing to the grievant, the principal or designee and the grievant's immediate supervisor.

School Board or Board Committee (Step 4)

Within five days after receiving the decision at Step 3, the grievant may appeal the decision in writing, using forms provided by the district, to the Board of Education. The Board of Education, at its sole discretion, may decide to hear the grievance.

Confidentiality and Records

To the extent permitted by law and in accordance with Board policy, the district will keep confidential the identity of the person filing a grievance and any grievance or other document that is generated or received pertaining to grievances. Information may be disclosed if necessary to further the investigation, appeal or resolution of a grievance, or if necessary to carry out disciplinary measures. The district will disclose information to the district's attorney, law enforcement, the CD and others when necessary to enforce this policy or when required by law. In implementing this policy, the district will comply with state and federal laws regarding the confidentiality of student and employee records. Information regarding any resulting employee or student disciplinary action will be maintained and released in the same manner as any other disciplinary record. The district will keep any documentation created in investigating the complaint including, but not limited

to, documentation considered when making any conclusions, in accordance with the Missouri Secretary of State's retention manuals and as advised by the district's attorney.

Definitions

Days—Calendar days, whether occurring during the regular school year or during the summer, but excluding: weekends; district-designated holidays (whether on the original school calendar or designated thereafter); winter and spring breaks and other Board-designated breaks; and closings due to inclement weather, illness, natural disaster, or other emergencies.

Grievance—An allegation by an individual employee that a collective bargaining agreement or a specific, written, Board-adopted policy or regulation has been violated or misinterpreted. A grievance does not include concerns regarding performance evaluations or remedial documents, nonrenewal of contracts, employee discipline, reduction in force or termination. This policy does not apply if another Board policy or regulation or state or federal law provides due process, a hearing or a different method for addressing the issue.

Grievant—A district employee who has filed a grievance.

Performance Evaluations of Remedial Documents—Any assessment of employee performance including, but not limited to, notice of deficiencies, job targets, professional development plans and professional improvement plans.

Staff Conduct

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

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

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

7. Maintain records as required by law, Board policy and procedure, and do not destroy records unless authorized to do so. Keep all student records, medical information and other legally protected information confidential. Submit all required documents, information, data or reports at the time requested. Employees must not falsify records, create misleading records or compromise the accuracy and security of district data.
8. Properly supervise all students. The Board expects all students to be under assigned adult supervision at all times during school and during any school activity. Employees must not leave students unsupervised except as necessary to handle an emergency situation.
9. Obey all safety rules, including rules protecting the safety and welfare of students.
10. Communicate clearly and professionally. Employees will not use profanity and will not raise their voices unless necessary. Written communication must be grammatically correct. Employees will not be disciplined for speech that is protected by law and are encouraged to share concerns with their supervisors.
11. Dress in a professional manner that does not interfere with the educational environment and as directed by administrators or supervisors.
12. Other than commissioned law enforcement officers, school employees shall not perform strip searches, as defined in state law, of students except in situations where an employee reasonably believes that the student possesses a weapon, explosive or substance that poses an imminent threat of physical harm to the student or others and a commissioned law enforcement officer is not immediately available.
13. School employees shall not direct a student to remove an emblem, insignia or garment, including a religious emblem, insignia or garment, as long as such emblem, insignia or garment is worn in a manner that does not promote disruptive behavior.
14. State law prohibits teachers from participating in the management of a campaign for the election or defeat of a member of the Board of Education that employs such teacher.
15. Unless otherwise allowed by law, employees may not engage in political campaigning during the working day or during times when they are performing their official duties.
16. Employees will not represent their personal opinions as the opinions of the district and, to avoid confusion, are required to clearly indicate when they are speaking or writing as an individual and not a representative of the district.

Notice of Arrest, Abuse Complaint, Traffic Citations

The Poplar Bluff R-I School District is committed to providing a safe environment for students to learn. As part of this effort, in accordance with Board policy, the district will require criminal background checks of employees as well as certain volunteers and others working on district property. As a condition of continuing to work within the district, all employees and other persons required to submit to a criminal background check pursuant to this policy must notify the district if they are charged, convicted, plead guilty to or are otherwise found guilty of any

misdemeanor or felony, regardless of the imposition of sentence. This notification must be made as soon as possible, but no later than five business days after the event, and is in addition to any reporting requirement established by law.

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

Whenever the District receives a finding of substantiated sexual or physical abuse from the Children's Division against an employee, the employee will be immediately suspended with pay.

Staff/Student Relations

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

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

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

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

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

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

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

Supervision of Students

Students are to be under supervision of the professional staff at all times during school hours and at school sponsored activities. It is the responsibility of principals to arrange for adequate supervision. It is the duty of teachers to perform assigned supervision. Students are not to be left unsupervised during the school day whether in instructional areas or on the playground.

Reasonable Accommodations for Disabled

Districts should develop procedures to respond to employee requests for reasonable accommodations when an employee has a disability as defined by Section 504 and/or the ADA.

Staff Conflict of Interest

All employees of the Poplar Bluff R-I School District shall adhere to the laws regarding conflict of interest and avoid situations where their decisions or actions in their employment capacities violate the provisions of Board policy or conflict with the mission of the district. If an employee is in doubt concerning whether certain acts violate this policy, the employee is encouraged to seek an opinion from the superintendent. In accordance with Board policy, employees shall adhere to the following:

1. Employees may not act or refrain from acting by reason of any payment, offer to pay, promise to pay or receipt of anything of actual pecuniary value paid or payable, or received or receivable, to themselves or any third person. This includes a gift or contribution made or received in relationship to or as a condition of the performance of an official act.
2. Employees shall not favorably act on any matter that is specifically designed to provide a special monetary benefit to them, their spouse or any dependent children in their custody.
3. Employees will not use their decision-making authority for the purpose of obtaining a financial gain that materially enriches them, their spouse or any dependent children in their custody by acting or refraining from acting for the purpose of coercing or extorting anything of actual pecuniary value.
4. Employees shall not offer, promote or advocate for a political appointment in exchange for anything of value to any political subdivision.
5. An employee will not attempt to directly or indirectly influence any district decision when the employee knows the result of the decision may be the district's acceptance of a service or the sale, rental or lease of any property to the district and the employee, his or her spouse, dependent children in his or her custody or any business with which the employee is associated will benefit financially.
6. An employee will not use his or her position with the district to influence purchases made by students or parents/guardians that result in the financial gain of the employee, the employee's spouse, the employee's dependent children or businesses with which they are associated, unless authorized by the Board of Education.
7. An employee will not trademark, patent, copyright or claim ownership interest in any inventions, publications, ideas, processes, compositions, programs, images or other intellectual property created by the employee in his or her capacity as an employee of the district, unless authorized by the Board of Education. The district will not pay royalties, licensing fees or other fees to employees or

businesses with which they are associated for the use of intellectual property created by employees in their employment capacities, unless authorized by the Board of Education.

8. An employee will not receive compensation, other than the compensation received from the district, for tutoring students currently enrolled in a class the employee teaches unless authorized by the Board of Education. Any private tutoring of students for a fee on district property is subject to facility usage policies and procedures.
9. Employees will not accept gifts from an individual student, parent/guardian, vendor, vendor's representative or any person who does or is attempting to do business with the district unless authorized by the Board or the employee's immediate supervisor. Gifts include, but are not limited to, money, personal property, free meals, tickets to events, travel expenditures and games of golf valued in excess of the amount set by the Board. Door prizes and other randomly awarded prizes, such as those awarded from raffles or other fundraising events, are not considered a gift or gratuity.

Evaluation

Teachers shall be evaluated according to the Missouri Educator Evaluation System.

Tenure

1. A tenured teacher is any teacher who has been employed or who is thereafter employed as a teacher in the same school district for five (5) successive years and who thereafter continues to be employed as a full-time teacher by the school.
2. When a tenured teacher resigns or is permanently separated from employment by a school district and is afterwards re-employed by the same school district, re-employment for the first school year does not establish tenure until the said teacher is employed for the succeeding year. The employment for the second year constitutes tenure.
3. Any tenured teacher who is promoted with his/her consent to a position of principal or assistant principal, or is first employed by a district as a principal or assistant principal shall not have permanent status in such position but shall retain tenure in the position previously held within the district, or after having served two years as principal or assistant principal, shall have tenure as a permanent teacher of that system.
4. A probationary teacher is any teacher who has been employed full time in the same school district for five (5) successive years or less. A probationary teacher who has been employed in any other public school system as a full time teacher for two or more years shall have one year of his probationary period waived.

SALARY INFORMATION

Pay Information

1. All certified personnel will be paid on a monthly basis. Regular classroom teachers will receive their first check in September and their 11th and 12th checks at the end of June the following year. Paychecks will be on the 22nd of the month, unless that date falls on a weekend or holiday. Exact dates are listed on the Certified Payroll Schedule.
2. When a certified employee is hired at the beginning or during the second semester of a school year he/she will remain at the salary step hired on for the upcoming year. They will not be given a step increase when re-employed for the next year. This policy is effective as of July 1, 1993, and does not pertain to employees hired prior to July 1, 1993.
3. All previous full time teaching experience from public schools, colleges and *accredited* private/parochial schools will be allowed for salary schedule credit.
4. It is the teacher's responsibility to verify previous experience. The personnel office will provide forms for this purpose.
5. Only whole years will be accepted.
6. Unaccredited schools will be considered if they meet the following criteria:
 - a. A teaching year must consist of at least 1044 hours
 - b. A school day must be at least 6 hours in length and
 - c. A teaching certificate is required.
7. To receive salary schedule credit past column 1, the college credit *must* be graduate hours.
8. Any hours credited above a Master's Degree must have been earned *after* the Master's Degree was conferred.
9. Transcripts for additional education credit for pay purposes must be submitted to the personnel office not later than September 30. Transcripts received after September 30 will not be eligible for credit until the next contract year.
10. In-service hours must be fulfilled or a day's pay will be docked.
11. Any teacher who, during their prep time, covers another teacher's entire class period while that teacher is absent due to an extra-curricular event, will be paid \$15.00 for their prep time.

Payroll Deductions

Voluntary payroll deductions (those not required by law) will not be added, changed, or cancelled without written authorization by the employee. Contact the payroll department at the administration office any time changes are to be made to fill out needed forms.

Retirement

1. The law governing the Public School Retirement System of Missouri appears in Chapter 169, Revised Statutes of Missouri, and also in The Public School Law of Missouri. Public School Retirement System membership is automatic, regardless of position held, for all full-time certificated employees of all public school districts in Missouri, except the St. Louis city and the Kansas City districts.
2. Contributions will be made in equal amounts by the employee and the School District.
3. Contribution rate will be a stated percent by the Public School Retirement System of Missouri Board of Trustees. The contribution rate for 2023-2024 is 14.5%.
4. An employee who plans to retire from the Poplar Bluff Schools should notify the personnel office as soon as possible with a letter stating the anticipated date of retirement.
5. The employee must then notify the retirement board at least three (3) to four (4) months before the retirement date. This allows the retirement system time to complete all paperwork before the employee's retirement date.
6. The district is required to electronically notify the retirement system of the date of the employee's anticipated retirement before they will release funds to the retiree.
7. The Public School Retirement system's telephone number is 1-800-392-6848 or the website is www.psr-s-peers.org/.

Medicare

Federal law requires all certificated employees hired on or after April 1, 1986, to participate in Medicare. Such employees pay 1.45% of salary for Medicare coverage, and the employer matches that payment. This provision applies not only to new employees but also to those who change employers on or after April 1, 1986, and whose school employment is not otherwise covered by Social Security.

Poplar Bluff R-1 Schools 2023-2024

CERTIFIED MONTHLY & SUBSTITUTE TEACHER PAYROLL SCHEDULE

DEADLINE FOR CHANGES/TIMESHEETS TO BE TURNED IN	CHECKS ISSUED
7/5/2023 (12 Month contracts)	7/21/2023
8/4/2023 (10,11,12 Month contracts)	8/22/2023
9/5/2023	9/15/2023
10/4/2023	10/20/2023
11/3/2023	11/22/2023
12/4/2023	12/21/2023
1/4/2024	1/22/2024
2/2/2024	2/22/2024
3/4/2024	3/22/2024
4/4/2024	4/22/2024
5/3/2024	5/22/2024
6/3/2024	6/21/2024
6/3/2022 JULY 2023-2024 contracts	6/27/2024
6/3/2022 AUG 2023-2024 contracts & SS	6/28/2024

CHECKS

When school is in session, staff receiving live checks will obtain those at each individual building unless prior arrangements are made. When school is dismissed (including collaboration days), live payroll checks will be available until 1:00 p.m. at the Central Office-Payroll/Business Office. After that time, any remaining checks will be mailed unless a staff member calls ahead (785-7751, opt. 1) to arrange for their check to be held. Questions concerning payroll checks can be directed to the payroll department at Central Office.

**POPLAR BLUFF R-I SCHOOL DISTRICT
CERTIFIED SALARY SCHEDULE
2023-2024**

	BS	BS+12	BS+24	MS	MS+12	MS+24
1	38,500.00	39,279.00	40,058.00	41,616.00	42,455.00	43,324.00
2	38,500.00	39,279.00	40,058.00	41,616.00	42,455.00	43,324.00
3	39,249.00	40,058.00	40,867.00	42,455.00	43,324.00	44,224.00
4	39,998.00	40,837.00	41,676.00	43,294.00	44,194.00	45,123.00
5	40,747.00	41,616.00	42,485.00	44,134.00	45,063.00	46,022.00
6	41,496.00	42,395.00	43,294.00	44,973.00	45,932.00	46,921.00
7	42,276.00	43,205.00	44,134.00	45,842.00	46,831.00	47,850.00
8	43,055.00	44,014.00	44,973.00	46,711.00	47,730.00	48,779.00
9	43,834.00	44,823.00	45,812.00	47,580.00	48,629.00	49,708.00
10	44,613.00	45,632.00	46,651.00	48,449.00	49,528.00	50,637.00
11	45,392.00	46,441.00	47,490.00	49,318.00	50,427.00	51,566.00
12	46,201.00	47,280.00	48,359.00	50,217.00	51,356.00	52,525.00
13	47,011.00	48,119.00	49,228.00	51,116.00	52,285.00	53,484.00
14	47,820.00	48,959.00	50,097.00	52,015.00	53,214.00	54,443.00
15	48,629.00	49,798.00	50,966.00	52,914.00	54,143.00	55,402.00
16	49,438.00	50,637.00	51,836.00	53,813.00	55,072.00	56,361.00
17	50,277.00	51,506.00	52,735.00	54,742.00	56,031.00	57,350.00
18	50,427.00	52,375.00	53,634.00	55,672.00	56,990.00	58,339.00
19	50,577.00	52,525.00	54,533.00	56,601.00	57,949.00	59,328.00
20	50,727.00	52,675.00	54,683.00	57,530.00	58,908.00	60,317.00
21	50,877.00	52,824.00	54,832.00	58,459.00	59,867.00	61,306.00
22	51,026.00	52,974.00	54,982.00	59,388.00	60,856.00	62,325.00
23	51,176.00	53,124.00	55,132.00	60,287.00	61,845.00	63,343.00
24	51,326.00	53,274.00	55,282.00	61,186.00	62,834.00	64,362.00
25	51,476.00	53,424.00	55,432.00	61,336.00	63,823.00	65,381.00
26	51,626.00	53,574.00	55,582.00	61,485.00	63,973.00	66,400.00
27	51,776.00	53,724.00	55,731.00	61,635.00	64,123.00	66,550.00
28	51,925.00	53,873.00	55,881.00	61,785.00	64,273.00	66,700.00
29	52,075.00	54,023.00	56,031.00	61,935.00	64,422.00	66,850.00
30	52,225.00	54,173.00	56,181.00	62,085.00	64,572.00	67,000.00

**POPLAR BLUFF R-I SCHOOL DISTRICT
NURSE SALARY SCHEDULE
2023-2024**

	LPN	RN	RN+30	RN+45	RN+90	BSN_SN
Step 1	33,854.00	34,517.00	35,179.00	36,504.00	37,217.00	37,956.00
Step 2	33,854.00	34,517.00	35,179.00	36,504.00	37,217.00	37,956.00
Step 3	34,491.00	35,179.00	35,866.00	37,217.00	37,956.00	38,720.00
Step 4	35,129.00	35,842.00	36,555.00	37,930.00	38,695.00	39,484.00
Step 5	35,765.00	36,504.00	37,242.00	38,643.00	39,433.00	40,248.00
Step 6	36,402.00	37,166.00	37,930.00	39,356.00	40,172.00	41,013.00
Step 7	37,064.00	37,854.00	38,643.00	40,095.00	40,936.00	41,802.00
Step 8	37,727.00	38,542.00	39,356.00	40,834.00	41,700.00	42,592.00
Step 9	38,389.00	39,229.00	40,070.00	41,573.00	42,465.00	43,381.00
Step 10	39,051.00	39,917.00	40,783.00	42,312.00	43,228.00	44,171.00
Step 11	39,714.00	40,605.00	41,496.00	43,051.00	43,993.00	44,960.00
Step 12	40,401.00	41,318.00	42,235.00	43,814.00	44,783.00	45,776.00
Step 13	41,089.00	42,032.00	42,974.00	44,579.00	45,572.00	46,591.00
Step 14	41,776.00	42,745.00	43,713.00	45,343.00	46,362.00	47,406.00
Step 15	42,465.00	43,458.00	44,451.00	46,107.00	47,151.00	48,222.00
Step 16	43,152.00	44,171.00	45,190.00	46,871.00	47,941.00	49,036.00
Step 17	43,865.00	44,910.00	45,954.00	47,661.00	48,756.00	49,877.00
Step 18	43,993.00	45,649.00	46,718.00	48,450.00	49,571.00	50,717.00
Step 19	44,120.00	45,776.00	47,483.00	49,241.00	50,387.00	51,559.00
Step 20	44,247.00	45,903.00	47,610.00	50,030.00	51,202.00	52,399.00
Step 21	44,374.00	46,031.00	47,737.00	50,820.00	52,016.00	53,240.00
Step 22	44,503.00	46,158.00	47,865.00	51,609.00	52,858.00	54,106.00
Step 23	44,630.00	46,285.00	47,992.00	52,374.00	53,698.00	54,972.00
Step 24	44,757.00	46,412.00	48,119.00	53,138.00	54,539.00	55,838.00
Step 25	44,884.00	46,540.00	48,247.00	53,265.00	55,379.00	56,704.00
Step 26	45,012.00	46,667.00	48,375.00	53,393.00	55,507.00	57,570.00
Step 27	45,139.00	46,795.00	48,502.00	53,520.00	55,634.00	57,697.00
Step 28	45,266.00	46,922.00	48,629.00	53,647.00	55,761.00	57,825.00
Step 29	45,393.00	47,050.00	48,756.00	53,774.00	55,889.00	57,952.00
Step 30	45,521.00	47,177.00	48,884.00	53,902.00	56,017.00	58,079.00
Step 31	45,521.00	47,177.00	48,884.00	53,902.00	56,017.00	58,079.00
Step 32	45,521.00	47,177.00	48,884.00	53,902.00	56,017.00	58,079.00

**Poplar Bluff R-I School District
Vocational Salary Schedule
2023-2024**

	V5	V5+12	V5+24	V5+32
1	38,500.00	39,279.00	40,058.00	41,616.00
2	38,500.00	39,279.00	40,058.00	41,616.00
3	39,249.00	40,058.00	40,867.00	42,455.00
4	39,998.00	40,837.00	41,676.00	43,294.00
5	40,747.00	41,616.00	42,485.00	44,134.00
6	41,496.00	42,395.00	43,294.00	44,973.00
7	42,276.00	43,205.00	44,134.00	45,842.00
8	43,055.00	44,014.00	44,973.00	46,711.00
9	43,834.00	44,823.00	45,812.00	47,580.00
10	44,613.00	45,632.00	46,651.00	48,449.00
11	45,392.00	46,441.00	47,490.00	49,318.00
12	46,201.00	47,280.00	48,359.00	50,217.00
13	47,011.00	48,119.00	49,228.00	51,116.00
14	47,820.00	48,959.00	50,097.00	52,015.00
15	48,629.00	49,798.00	50,966.00	52,914.00
16	49,438.00	50,637.00	51,836.00	53,813.00
17	50,277.00	51,506.00	52,735.00	54,742.00
18	50,427.00	52,375.00	53,634.00	55,672.00
19	50,577.00	52,525.00	54,533.00	56,601.00
20	50,727.00	52,675.00	54,683.00	57,530.00
21	50,877.00	52,824.00	54,832.00	58,459.00
22	51,026.00	52,974.00	54,982.00	59,388.00
23	51,176.00	53,124.00	55,132.00	60,287.00
24	51,326.00	53,274.00	55,282.00	61,186.00
25	51,476.00	53,424.00	55,432.00	61,336.00
26	51,626.00	53,574.00	55,582.00	61,485.00
27	51,776.00	53,724.00	55,731.00	61,635.00
28	51,925.00	53,873.00	55,881.00	61,785.00
29	52,075.00	54,023.00	56,031.00	61,935.00
30	52,225.00	54,173.00	56,181.00	62,085.00

LEAVES

LEAVE REQUESTS ARE TO BE SUBMITTED BY THE EMPLOYEE as soon as they know they need to be absent. The employee must complete a request for leave EVERY TIME they are out of the building for any reason.

All employees must check annually to assure accuracy in accumulated sick, personal and vacation days. Failure to correct the discrepancies with the payroll department prior to July each year will forfeit your rights to do so in the future.

FMLA

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

The Board of Education recognizes that leaves of absence are occasionally necessary due to family or medical reasons or in certain circumstances associated with service members' 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 (listed at the beginning of the Rules & Regulations) 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 to ensure fair and equitable opportunities for all eligible employees.

The Poplar Bluff School District leave policies will be in full compliance with the Family and Medical Leave Act of 1993. Information regarding the provisions of this act can be obtained at the personnel office. Employees who take leave without pay under the provisions of FMLA shall be entitled to continued participation in the district's health plan. However, an employee who fails to return to work after the expiration of his or her allowed leave time will be expected to reimburse the district for those benefits paid, as required by law.

Employees who have exhausted all their leave time, must be on the job to accrue any further type of leave (i.e., sick, personal, vacation). Employees will not be paid holiday pay during a FMLA leave.

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

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

FMLA-qualified leave includes the following reasons:

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

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

to return to work. FMLA leave may be taken intermittently as required for the health of the employee or family member, or as reduced-schedule leave in hourly increments.

Notice

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

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

Professional Staff Long-Term Leaves and Absences

The Board of Education recognizes that the personal welfare and the professional growth of its employees may require occasional extended absences from duty. Therefore, the Board may grant the following long-term leaves of absences under specified conditions:

Sabbatical Leave of Absence

The Board of Education may grant sabbatical leaves of absence to certificated employees for further professional study at the graduate level under the following conditions:

1. The leave of absence shall be based upon an application by the employee and the recommendation of the superintendent of schools, and shall not be granted for a period longer than one (1) year.
2. The applicant shall have been a certificated employee of the school district for not less than six (6) consecutive years immediately preceding the application.
3. The teacher shall request the leave ninety (90) days prior to the end of the school year preceding the leave period.
4. The Board of Education will not grant a sabbatical leave of absence unless the district is able to find a satisfactory replacement for the teacher.
5. The number of leaves granted in any one year shall be left to the discretion of the Board of Education.
6. Upon the staff member's return to the school system, the employee shall be reinstated at the proper position on the salary schedule, losing only that time during which regular duties were not performed. The Board retains the right to reassign the teacher.
7. The leave of absence shall be without pay or benefits by the school district.

One-Year General Leave of Absence

The Board of Education may grant a one-year leave of absence for reasons other than the continuation of professional study--for example, illness, childrearing, adoption, military or other personal reasons. If applicable, Family and Medical Leave Act provisions will be implemented. These general leaves would be subject to the following conditions:

1. The leave of absence shall be based upon application by the teacher; it shall coincide with the school year and not be for a period of more than one year. Exceptions may be granted for military service and extenuating circumstances may be taken into consideration. Leaves and military service will not be counted as continuous full-time service when computing tenure, but shall not impair tenure previously acquired, nor affect any credit toward tenure previously earned.
2. The applicant shall have been a certificated employee of the school district for not less than six (6) consecutive years immediately preceding the application. Exceptions may be granted for required military service.
3. The teacher shall request the leave by March 1st prior to the end of the school year proceeding the leave period.
4. The Board of Education shall be able to make satisfactory arrangements for the performance of the ordinary duties of the applicant during the period for which the leave of absence is requested.
5. The Board of Education shall determine whether the applicant has provided valid reasons for a leave. Also, the number of leaves granted in any one year shall be left to the discretion of the Board of Education.
6. The Board of Education shall not be responsible for keeping a position open for an employee when the leave of absence expires. If a position is vacant for which the employee is qualified, then that

employee shall be reinstated at the proper position on the salary schedule--losing only that time during which regular duties were not performed. The Board retains the right to make actual working assignments within the teacher's area of certification.

7. The leave of absence shall be without pay by the school district.
8. The teacher shall notify the assistant superintendent-personnel by March 1st if he/she will return to teaching after the leave of absence.

Sick Leave, Personal Leave and Retirement Policies

1. To be eligible for and receive employee paid sick leave and/or personal leave, the employee must report to work and work at least fifteen (15) days under the current year's contract. Exceptions must be approved by the assistant superintendent-personnel.
2. All teachers absent from duty for illness and/or personal leave shall be allowed pay for a total of eight (8) sick days and two (2) personal days per school year. Teachers who are employed twelve (12) months shall be allowed nine (9) days of sick leave and three (3) days of personal leave. If all sick leave days have been used, sick leave will be taken from personal leave. Sick and personal leave days will be allowed to accumulate indefinitely. Sick leave cannot be used in lieu of personal leave.
3. The superintendent at his discretion may require that proof of illness be furnished when an absence occurs.
 - a. Sick leave may be used for illness of your immediate family, if necessary.
 - b. All personal leave must be approved in advance by the building principal or designee and then by the designee at Central Office. Personal Leave and Sick Leave totals are shown on the employee's paystub and SISFin HR Portal.
 - c. Personal Leave cannot be taken on the following blackout days:
 - 1) pre-planning days
 - 2) in-service days
 - 3) collaboration days
 - 4) post-planning days
 - 5) the day preceding or following a holiday/scheduled break including days in the calendar preceding or following a holiday/scheduled break when school is not in session
 - 6) parent/teacher conferences on whatever day(s) they may fall for each school building
 - 7) the first or last week of the school year.

An employee may only be permitted to use personal leave during the blackout days identified above if there exists a bona fide emergency. A bona fide emergency is defined as an unexpected set of circumstances that require an employee to be absent from work on that specific day. A bona fide emergency does not include any leave that is discretionary, meaning the employee had the opportunity to choose another date or that the employee's absence from work is not required but rather preferred. An employee seeking to use personal leave during the identified blackout days for a bona fide emergency must obtain prior approval from the superintendent or designee. Such requests for approval should be made within 48 hours of the employee receiving notice of the bona fide emergency and the need to use personal leave on one of the blackout days. At their discretion, the superintendent or designee may require verification of the bona fide emergency.

- d. When a teacher's/administrator's leave is exhausted or denied, he or she will be docked a full day's pay for each day absent.
- e. All Poplar Bluff R-I School District employees (certified and classified) will be compensated for all unused sick, personal, and vacation days during the course of time that they are employed. The district does not have a cap on the number of days that employees are allowed to accumulate during their time of employment. ****Written notice must be provided to the Board of Education.** Rate of reimbursement will be calculated by the date of Board action and using the following tables:

Years in District	November Board Meeting or 6 months notice	December Board Meeting or 5 months notice	January Board Meeting or 4 months notice	February Board Meeting or 3 months notice	March Board Meeting or 2 months notice	April Board Meeting or 1 months notice
0-10	100	95	90	80	60	40
11 +	100	95	95	90	85	75

- f. Teachers needing less than 1/2 day off will be charged 1/2 day. Hourly deductions cannot be made.

Retirement Credit of Unpaid Personal Leave

Please note members of PSRS/PEERS cannot buy retirement for unpaid personal leave. This may result in a shortage of days to earn a full year credit toward retirement. For any questions please contact PSRS/PEERS at 1 (800) 392-6848.

Public School Retirement System - Sick Leave

If you are on unpaid leave under your employer's sick leave policy or under workers' compensation, you may elect to receive retirement credit for the leave.

To obtain credit, you must:

- notify your employer of your desire to contribute and receive credit for the leave; and
- remit through your employer *during the leave* the contributions which would have been withheld had you been in active service.

Your contributions, matched by your employer, must be sent to PSRS *within the school year in which the leave occurs*. Credit cannot be acquired for leave in previous years.

If you receive full salary while on sick leave, contributions will automatically be remitted and credit allowed as though you were actively employed.

Pregnancy, Childbirth and Adoption Leave

This section creates no rights extending beyond the contracted period of employment. FMLA certification and recertification procedures apply to FMLA-eligible employees. An employee must notify the district of the need for and anticipated duration of the leave at least 30 days before leave is to begin, if foreseeable. If 30 days' notice is not practical, the employee must give as much notice as possible. A pregnant employee shall continue in the performance of her duties as long as she is able to do so and as long as her ability to perform her duties is not impaired, based on medical opinion.

1. Employees eligible for FMLA leave for the birth, first-year care, adoption or foster care of a child will have such leave applied in accordance with the FMLA. The district shall only apply up to six weeks of accrued paid leave to such absences.
2. Employees who are ineligible for FMLA leave may take up to six weeks of leave for the birth, first year care, adoption or foster care of a child and may use any combination of accrued sick leave, personal leave, vacation or unpaid leave.
3. Pregnant employees who need more than six weeks of paid or unpaid leave for a pregnancy-related incapacity must provide certification of the medical necessity for such leave.

Military Duty Leave of Absence

The Poplar Bluff R-I Schools comply with the Missouri State Statutes concerning leaves of absence to perform military duties. Any employees of the Poplar Bluff Schools who are or may become members of the national guard or of any reserve component of the armed forces of the United States, shall be entitled to leave of absences from their respective duties, without loss of time, pay, regular leave, impairment of efficiency rating, or of any other rights or benefits, to which they are otherwise entitled. This covers for all periods of military services during which they are engaged in the performance of duty or training in the service of this state at the call of the governor and as ordered by the adjutant general without regard to

length of time, and fall periods of military services during which they are engaged in the performance of duty in the service of the United States under competent orders for a period not to exceed a total of one hundred twenty (120) hours in any federal fiscal year. (Further reference can be made to RSMo 105.270.)

Leave of Absence with Pay Not Chargeable to Employee's Allowance

1. Leave of absence with pay that is not chargeable against the teacher's allowance shall be granted for the following reasons:
 - a. Teachers may attend a funeral locally, without loss of pay, for anyone not listed as family. The leave cannot extend over a half day and cannot be combined with any other type of leave unless there is a bona fide emergency in which the employee provides verification of the emergency to the superintendent. The preceding statement will be granted provided a qualified teacher is present and available to fill in during the time absent and arrangements have been made with the principal.
 - b. Family Bereavement - All personnel will be granted two (2) days bereavement time not chargeable as leave for immediate family defined as:
 - 1) The employee's spouse
 - 2) The following relatives of the employee or the employee's spouse: parents, children, children's spouses, grandparents, grandchildren, siblings and any other family member residing with the employee
 - 3) Any other person over whom the employee has legal guardianship or for whom the employee has power of attorney and is the primary caregiverThe superintendent of schools or his designee must approve bereavement leave for other family members not listed above. Three additional days may be requested for extenuating circumstances for approval by the assistant superintendent-personnel. If the additional leave is not approved, the employee may use up to three (3) sick leave days.
 - c. Time required for jury duty. Employees on jury duty will receive their regular pay for that day and will be allowed to accept for themselves the stipend paid by the court.
 - d. Time spent in court as a witness connected with employment in which the School District is directly involved. If a subpoena is served to an employee to appear in court related to any legal proceedings connected to the School District the employee must provide proof of the subpoena. Pay will not be granted if a subpoena is not related to any legal proceedings connected to the School District.
 - e. Employees may be granted educational leave to attend workshops and conferences, meet with mentors or participate in other approved professional growth activities. Educational leaves must be approved by the superintendent or designee, arranged well in advance and is not considered personal leave.

Twelve-Month Certified Staff Vacation

All twelve (12) month certified staff are provided with three weeks' vacation. Prior approval of all vacation leave must be obtained from the superintendent or his designated representative. Vacation days will be accumulated. If the termination of employment date is different than the end of the contractual year, the employee will be paid for all accumulated vacation days earned up to the date of termination. Days earned during the current year will be computed on a pro-rated basis. If the termination of employment date is different than end of the contractual year, the employee will be paid for all accumulated vacation days earned up to the date of termination. Days earned during the current year will be computed on a pro-rated basis. Employees will be paid at the district rate for all accumulated vacation days upon termination of employment with the Poplar Bluff School District. Upon termination of employment days earned will be computed on a pro-rated basis. Vacation leave for twelve (12) month employees is shown on each employee's paystub and/or SISFin HR Portal.

Personal Leaves Not Approved

The regulation regarding personal leave prohibits usage of certain blackout days. Personal Leave cannot be taken on pre-planning days, post-planning days, in-service days, collaboration days, the day preceding or following a holiday/scheduled break including days in the calendar preceding or following a holiday/scheduled break when school is not in session, **parent/teacher conferences on whatever day(s) they may fall for each school building**, or the first or last week of the school year. Personal leave for these days will be unpaid unless determined a bona fide emergency by Assistant Superintendent–Personnel or designee. (See page 25 for more information regarding bona fide emergency.)

Prohibited personal leave days for 2023-2024 (preceding, the event, and following the event) are listed below:

Day preceding event	Event	Day following event
	August 14- Convocation Meeting	
	August 15, 16, 17, & 18 - Preplanning Days	
	August 21, 22, 23, 24, 25 - First Week of School	
	Parent/Teacher Conferences on Whatever Day(s) They Fall For Each School Building	
September 1	September 4 - Labor Day	September 5
	September 5 - Collaboration Day	
October 27	October 30 No school	October 31
	October 31 - Collaboration Day	
November 17	November 20, 21, 22, 23, 24 - Thanksgiving Break Thanksgiving Day (November 23)	November 27
December 20	December 21, 22, 25, 26, 27, 28, 29, - Christmas Break New Year's Day - December 31 (New Year's Day falls on a Sunday)	January 4
January 12	January 15- M.L. King's Birthday	January 16
	January 16 - Collaboration Day	
	January 17- Collaboration Day	
February 16	February 19 – Presidents' Day	February 20
	February 20- Collaboration Day	
March 08	March 11,12,13, 14,15 Spring Break	March 18
March 28	March 29 Good Friday	April 1
	April 1 No School	
	April 2 - Collaboration Day	
	April 08- No School Solar Eclipse	
	May 13, 14, 15, 16, 17- Last week of school (or whatever days may be the last days of school)	
June 18	June 19 - Juneteenth	June 20

INSURANCE

The Board of Education shall annually establish the insurance benefits for all permanent employees who work thirty (30) hours or more per week. Full time bus drivers that perform a daily route are eligible for insurance also. Any other employees who work less than thirty (30) hours per week are not eligible for health insurance. Overtime hours worked by part-time bus drivers are not to be considered a part of their regular work week.

Each year, during the month of May, an insurance 'open enrollment' is held. It is for those employees who previously waived coverage for themselves or their dependents when they were initially eligible or employees who need to make changes in their status. The effective date of coverage, for the open enrollment period, is July 1st following the May signup. Appropriate changes must be made with your insurance clerk, the first week of May, so that premiums may be payroll deducted accordingly.

COBRA

The Consolidated Omnibus Budget Reconciliation Act (COBRA) signed into law on April 7, 1986, requires that our group plan allow qualified persons to continue group health coverage after it would otherwise end. The term "group health coverage" includes any medical, dental, vision care and prescription drugs coverage's that are included in the group health plan. Persons who qualify for continuation are as follows:

1. A member and any covered dependent(s) whose coverage ends due to: (a) termination of employment for a reason other than gross misconduct, or (b) a reduction in work hours; and
2. A member's former spouse and any children whose coverage ends due to divorce or legal separation; and
3. A member's surviving spouse and/or children, whose coverage ends due to the member's death; and
4. A member's spouse and/or children, whose coverage ends due to the member's election to drop out of the group health plan upon entitlement to Medicare.
5. A member's child whose coverage ends due to ceasing to be a dependent child under the terms of the plan.

Exception: Continuation is not available to any employee or dependent, who after the qualifying event, becomes covered under another group health plan, which does not contain any exclusion or limitation with respect to a preexisting condition. Persons covered by Medicare are not eligible for COBRA Continuation.

Details for all of the following areas are on file with the payroll and personnel offices of the Poplar Bluff School District: the continuation period, termination of continued coverage, monthly cost, election requirements, plan changes, disabled continue extension, acquired dependents, other group health coverage or Medicare, and individual purchase (conversion).

Worker's Compensation

1. ALL accidents that are work related must immediately be reported to your immediate supervisor and also to the Central Office (Insurance Department) for the Poplar Bluff Schools.

All work-related accidents are to see the doctor on call at St Francis Medical Center, 1st floor 225 Physician Park Drive, Poplar Bluff, or Poplar Bluff Regional Medical Center, 3100 Oak Grove Road. They have been designated as the clinic that will treat or refer all workers' compensation claims for the Poplar Bluff School District. If the school district's insurance carrier is expected to pay the doctor bill incurred by our employees, the employee is to use the services of **St Francis Medical Center or Poplar Bluff Regional Medical Center.** A mandatory drug screen and/or alcohol screen will be completed at the time of the initial visit.

This question has been asked by some of our employees: "May I choose my own doctor or hospital for treatment?" The answer is yes, but at your own expense. The employer and insurer are not required to pay for treatment the employee seeks or selects on his own without their knowledge.

2. Any employee who is forced to miss more than three (3) consecutive days of work due to work-related injury will be allowed the opportunity to select one of the following options:
 - a. Continue to receive full pay, however the workmen's compensation payment must be endorsed for payment to the school district. If this option is selected, all missed work days will be counted as sick days.
 - b. Receive only the payments provided by workmen's compensation. Under this option only the first three (3) days missed will be counts as sick leave.

If the worker misses fourteen (14) or more days, the above options will also apply to the first three (3) days. Some examples of how this policy would work are:

- (1.) Employee "A" misses five (5) days of work. He/she has the following options:
 - (a.) accept five (5) days of regular pay, be charged for five (5) days of sick leave and sign over to the school district the workmen's compensation check for two (2) days of benefits or
 - (b.) accept three (3) days of regular pay, be charged for three (3) days of sick leave and receive only workmen's compensation benefits for two (2) days.
- (2.) Employee "B" misses fifteen (15) days of work. He/she has the following options:
 - (a.) accepts fifteen (15) days of regular pay, be charged for fifteen (15) days of sick leave and sign over to the school district the workmen's compensation check for fifteen (15) days of benefits.
 - (b.) accept three (3) days of regular pay, be charged three (3) days of sick leave and receive only workmen's compensation for twelve (12) days or
 - (c.) accept fifteen (15) days of workmen's compensation benefits only and not be charged any sick leave days.
- (3.) Employee "C" misses two (2) days of work. He/she has no options and will be paid two (2) days of regular pay and charged two (2) days of sick leave. An employee who has NO earned sick leave credit will obviously be limited to accepting only the options containing workmen's compensation benefits.

Workmen's compensation checks are calculated at two-thirds of your average weekly wage not to exceed a maximum rate set by the legislature. Your average weekly wage is determined according to how your wages are fixed, whether by the week or by the month.

District Employee Liability

Public school employees are granted protection under the sovereign immunity statute RSMo 537.600. Within limits and protections of the statute, employees are offered certain protections while acting within the scope of their duties. Except that, the immunity from liability and suit for compensatory damages for negligent acts or omissions is hereby expressly waived in the statute. The Poplar Bluff School District carries liability insurance that will defend employees within the limits of the policy and unless immunity is waived by state statutes.

In no case will individual Board of Education members be considered personally liable for indemnifying the employee against such demands, claims, suits, actions and legal proceedings.

The district shall not, however, be required to pay any costs of any legal proceedings in the event the district and the employee has adverse interests in such litigation.

IN-SERVICE/TRAVEL

In-Service Education

1. In-service education programs conducted and/or sponsored by the district shall specifically relate to the district's priority goals, needs, objectives, programs and services, accountability, and evaluation.
2. In-service programs shall be offered in accordance with priorities determined by needs assessment procedures conducted by the district, division, department, attendance center, or individual employee level as deemed appropriate.
3. Department heads shall be responsible for coordinating all in-service activities through the Professional Development Committee and their building principals.
4. The Professional Development Committee shall be responsible for developing in-service activities on a district-wide basis and for coordinating the activities with building level in-service.
5. Building principals, directors, and management employees who supervise a department shall be responsible for in-service activities for employees under their supervision.
6. In-service programs shall be developed and implemented in a manner that would allow for interfacing with regulations or guidelines set forth by the Missouri State Department of Education and/or other appropriate regulatory agencies.
7. Representatives of participants in in-service activities shall be directly involved in needs identification, program development, determining the type of presentation to be made, and in the evaluation of in-service experiences.
8. In-service activities shall be related in a specific but reasonable way to an employee's current job assignment and/or to a job assignment of greater responsibility to which an employee aspires.
9. Participation by employees in specific in-service programs may be voluntary or may be required by the administration depending upon the purpose of the activity and/or the relationship of the activity to an employee's success on the job.
10. The expertise of the district staff shall be the primary source of leadership in in-service activities; however, arrangements may be made with colleges, universities, outside consultants, speakers, etc., for particular activities or programs that cannot reasonably be provided by the district staff.
11. Appropriate records of an employee's participation in specific in-service activities may be included, at the discretion of the administration and/or the request of a staff person, in an employee's personnel file.
12. Funding sources for in-service activities may include money from the district's budgets; special funds available at the school or department level; special grants from individuals; philanthropic foundations; local, state and national governmental agencies, and fees charged individual participants.
13. All in-service funds shall be administered in accordance with approved budgeting and approved budgeting and accounting procedures.
14. The district's program may also include professional needs of beginning teachers and administrators and teachers/administrators new to the district.
15. Out-of-district travel for professional meetings and workshops will be governed by the following per diem guidelines.

In-Service Education Reimbursement Procedures

1. Funding sources for in-service activities may include money from the district's budgets, special funds available at the school or department level; special grants from individuals; philanthropic foundations; local, state and federal agencies; and fees charged individual participants.
2. All in-service funds shall be administered in accordance with approved budgeting and accounting procedures of the source entity of the funds.
3. Reimbursement for out-of-district travel for professional meetings and workshops will be governed by the following guidelines:
 - a. All individuals attending professional meetings or workshops must have an approved educational leave on file in the Administration Office one week prior to the meeting/workshop and they must have secured authorization for funds to cover costs.
 - b. Mileage will be reimbursed at the rate of 40 cents (\$.40) per mile.
 - c. Mileage will be based on the approved mileage chart. If the destination is not on the chart, contact the funding source administrator. Any additional mileage accrued during the

- conference must be approved by the funding source administrator. Airfare, bus or other means of transportation must have authorized funding.
- d. Meals for a full day should not exceed \$35.00. Alcoholic drinks are non-reimbursable expenses. Meals will not be reimbursed to the individual whenever meals are included in the conference registration fees. Employees will pay for meals and submit itemized receipts for reimbursement. Snack/drink purchases are not reimbursable expenses.
 - e. Room Allowance - The district will pay the hotel rate negotiated for the conference by the association when the attendee stays in the hotel associated with the conference. When the participant stays at a hotel not associated with the meeting the maximum per night expenditure is **\$150.00**. Employees are expected to share hotel rooms when possible. Reimbursement may be allowed for room rentals. Phone calls, movie rentals, etc. are not allowable expenses.
 - f. All itemized, original receipts (fuel, meals, hotels) **must be submitted within 30 days of travel** and be attached to a purchase order before reimbursement payment can be made (credit card statements are not an acceptable reimbursement item).
 - g. District Visa cards may be used for hotel, conference registration, parking and fuel costs.

Out-of-District Travel

All requests for official travel outside the district must be approved in advance. Travel requests must be submitted via the employee's immediate supervisor to be processed through the chain of command. In order to be reimbursed for travel expenses, receipts must be submitted with a completed travel expense voucher and purchase order during the school year in which the expenses occurred. Reimbursements will not be made for expenses incurred during previous school years. No expense claims will be paid without a proper travel expense voucher filed with the business office justifying the expense. Reimbursement will be at the rate of 40 cents (\$.40) per mile.

The district has a van and car that can be used for professional development trips. Employees must check availability of the school vehicles before using personal vehicles. Contact your building principal or professional development representative for request forms. Approval or denial of the requests, are made by the Assistant Superintendent-Business.

In-District Travel

Personnel who are required to travel in-district in their own vehicles on official business from one job location to another are authorized to be reimbursed at the rate of 40 cents (\$.40) per mile. Use of own vehicle must be pre-approved by the supervisor and a mileage claim submitted for actual miles traveled each day.

DISTRICT POLICIES

IN-SERVICE POLICY

Administrators, teachers, paraprofessionals, instructors, and nurses are encouraged to keep up with current trends in their fields. The Poplar Bluff School District is committed to ongoing professional development to enhance student achievement.

CLASS SIZE POLICY

The Board shall acknowledge the importance of individualized instruction by following the Missouri School Improvement Program Standards and Indicators: Grades K-2 - 25 students, Grades 3-4 - 27 students, Grades 5-6 - 30 students. Departure from these norms may be authorized by the superintendent or his designee.

SCHOOL FUNDRAISING ACTIVITIES AND ACCOUNT ACTIVITIES ACCOUNTS

1. Overview

- a. Nothing within these guidelines should be construed as a directive or encouragement for schools to undertake fundraising activities. These guidelines have been developed to ensure that Board policy is adhered to, that the educational process is not interfered with, that students are not pressured into commercial entrepreneurship, and that acceptable accounting and financial procedures are followed.
- b. Principals are to review guidelines in these procedures with parent groups and staff members prior to providing them with a copy of "Fundraising Guidelines for Schools". Any necessary interpretation of these guidelines should be referred to the Assistant Superintendent-Business.
- c. Internal fundraising in schools is conducted by the principal or his/her designee and may involve staff, students, parent groups, and usually some use of school facilities. All such fundraising activities must be in accordance with these administrative guidelines and Board policy. While the numbers of these fundraisers are not limited in the schools, the principal is responsible to carefully monitor and control such activities.

2. Fundraising Guidelines for Schools

a. General Guidelines

- 1) Requests to initiate fundraising activities should be submitted to the principal on the Fundraising Authorization Application Form for approval. The principal's decision must be based on the guidelines found in this section. The request must be filed in the school office before any fundraising activity is initiated and prior to making any commitment to vendors. Only the school principal shall have authority to approve school fundraising contracts. Once approved, one (1) copy of the form should be maintained on file in the school office and a copy forwarded to the Assistant Superintendent-Business.
- 2) Each fundraising project is limited to a two (2) week selling period or a specific time period approved on the Fundraising Authorization Application.
- 3) If approved by the principal, fundraising activities for voluntary school-related field trips may accrue either as individual or group credits. These credits can be used to pay direct field trip expenses, but may not be dispersed as cash to individual students. Any exception to the rule must have written approval from the Assistant Superintendent-Business.
- 4) Whenever possible, fundraising activities should demonstrate the district's commitment to promoting healthful behaviors and improving personal wellness. Selling nutritious foods reinforces nutrition messages taught in classrooms and lunchrooms.
- 5) The building principals and sponsors should consider the percent return and are discouraged from approving fundraising projects with low rates of return.

b. Accounting Procedures for School Fundraising Activities

- 1) Staff members and/or advisors of school clubs or school activities involved in fundraising must use the following record-keeping material/financial record forms:
 - a) Fundraising Request and Report Form
 - b) Deposit/Cash Receipt Form
 - c) Purchase Order Request Form
 - d) Receipt book
- 2) Members of the school staff are personally responsible for all products and any money handled during fundraising activities.
 - a) Security arrangements for all products are to be made with an administrator. With permission of the principal, fundraising products may be kept in classrooms overnight if they are locked in a secure place.
 - b) Students should take orders prior to the actual delivery of products whenever possible.
 - c) Students are limited to handling goods valued at no more than \$30.00 before additional products are released for distribution, unless accompanied by a parent or responsible adult.
 - d) Monies collected from students must be turned over to the staff member in charge of finances each day.
 - e) A receipt book must be kept by each fundraising advisor with a record of monies received, including students' names and dates. Receipts shall be given to students each time money is received from them.
 - f) All invoices related to the payment for fundraising merchandise must be submitted to the staff member in charge of purchase orders for payment.
- 3) All monies collected in school fundraising activities must be deposited intact along with the Deposit/Cash Receipt Form in the school's checking account daily. No fundraising expenses or payment of merchandise can be made from these receipts.
 - a) Under no circumstance is money to be kept in classrooms, taken from the building by the fundraising advisor, or deposited in private accounts.
 - b) Staff members or students are prohibited from opening private bank accounts for money generated from school activities or using the school's name for private activities or private fundraising.
- 4) The school Fundraising Request and Report Form is to be finalized with ending financial data, copied, and submitted to the principal within one week of the close of the fundraising activity. Distribution of the approved form is as follows:
 - a) original to advisor/manager
 - b) copy to principal
 - c) copy to Assistant Superintendent-Business.
- 5) All financial records relating to fundraising activities must be retained for a period of five years for audit purposes.
- 6) All fundraising activities are subject to periodic audits by the district and/or the independent auditing firm.
- 7) Faculty advisors assume personal responsibility for all monies collected up until those monies are deposited with the school office.

3. Guidelines Related to Use of School Funds

a. Expenditure of Funds

- 1) Expenditures from the activity and reimbursable funds are to be of direct or indirect benefit to the student body. The basic purpose of such funds is to promote the general welfare and morale of the students and to benefit them as a whole. Examples of these types of expenditures include:
 - a) field trips for students
 - b) student recognition and incentive awards
 - c) special auditorium programs and speakers
 - d) special equipment for students' use, such as computers, reading materials, special classroom materials, and special athletic equipment for student programs

- e) purchase of special items such as copy machines and trophy cases.
- 2) There are some expenditures from these funds that have a positive impact upon the school and may be indirectly related to students. Expenditures of this type are to be closely monitored by the principal. These expenditures include:
 - a) in-school luncheons and breakfasts for parents and special visitors to the school
 - b) coffee and doughnuts for staff members at special times such as organization and in-service days
 - c) miscellaneous expenses relative to improving the school surroundings.
- 3) When making purchases, principals must consider these factors:
 - a) the direct benefit to the student body
 - b) safety of the equipment being purchased
 - c) adaptability to the curriculum
 - d) purchase price, including installation and repair cost.
 - e) in accordance with the policy of the Board, all purchases of supplies and equipment are outlined in the business procedures manual and are requested through requisitions and purchase orders
 - f) purchases should never be made with direct fundraising receipts.

(Fundraiser Request Forms can be located in each building office, the Business Procedure Manual or online at the district website, poplarbluffschools.net.)

PETTY CASH POLICY

A petty cash fund is a small amount of money that is managed by an administrator in order to purchase small amounts of supplies or cover unanticipated small expenses, such as materials or refreshments for emergency meetings or unexpected guests. The petty cash fund may have been obtained with a requisition to the District Finance Office, raised by a P.T.O., or from a student or community fund-raising event. The designated administrator is accountable for this fund. Funds collected throughout the district must be processed immediately for proper deposit and are not to be held at a school site.

The petty cash fund must be used for school purposes (purchase of emergency supplies) and must be documented with receipts. If an administrator accrues out-of-pocket expenses, a requisition for reimbursement should be submitted on a monthly basis with back-up information and receipts.

Teachers may not make petty cash purchases without the prior approval of an administrator.

Petty cash should not be used as a short cut to obtain supplies except in an emergency or in cases where very small items make it impractical to order through channels.

USE OF DISTRICT PROPERTY POLICY

Employees may be provided access to and use of District property including, but not limited to, desks, file cabinets, closets, storage areas and computers for classroom use. These items remain the property of the District and are subject to inspection by District administrators.

SAFETY, SECURITY AND COMMUNICATIONS POLICY

Safety Standards

The Board of Education directs the Superintendent to ensure that the management of all District operations be in compliance with local laws and regulations pertaining to student and staff safety and state and federal laws and standards regarding occupational safety and health. At various times District supervisors will issue specific safety standards and will provide ongoing directives, oral and written, to maximize employee and student safety. Failure to comply with such safety directives will be considered serious misconduct and will result in disciplinary action up to and including dismissal.

Safety Requirements

In order to promote safety and to reduce the occurrence of injuries to the employee; to the employee's colleagues, students and visitors to our schools, the following requirements are mandated by the Board. These requirements are not intended to be exclusive, but to be illustrative for measures required to promote safety. Moreover, these requirements are in addition to all relevant requirements of federal and state law

as well as Board policy. Employees will be required to review this policy on an annual basis. These requirements are:

1. All accidents are to be reported, in writing, to your supervisor on the date they occur.
2. All unsafe conditions are to be reported to your supervisor immediately.
3. No running or horseplay is permitted.
4. The use of alcohol or non-prescribed drugs during work hours is strictly prohibited. The use of prescribed drugs is permitted subject to the limitations imposed by the prescribing physician.
5. Standing on chairs, desks, boxes, or any object other than a ladder or step stool is prohibited.
6. When using chemicals, all appropriate safety equipment must be used. If the appropriate safety equipment is not available, the absence of same should be reported to your supervisor.
7. If your duties require you to drive, the use of a seatbelt is mandatory. The use of a cell phone for phone calls or texting is prohibited in a moving vehicle.
8. The use of employer provided safety devices is mandatory.

The above requirements are not all inclusive. Additions can be made by the location an employee is working at, by the supervisor the employee is working under, the specific job the employee is working on, and/or Local, State or Federal law. Failure to comply with one or more of these requirements will result in disciplinary action.

EMPLOYEE-STUDENT COMMUNICATION POLICY

Definitions

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

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

Student - Individuals currently enrolled in the Poplar Bluff R-I School District.

General

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

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

Absolute Prohibitions

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

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

Exceptions to This Policy

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

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

The staff member must be prepared to articulate the reason for any deviation from the requirements of this policy and must demonstrate that he or she has maintained an appropriate relationship with the student. To avoid confusion, the district encourages staff members to consult with their supervisors prior to engaging in behaviors or activities that might violate professional boundaries as defined in this policy.

Failure to Maintain Boundaries

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

1. Being alone with a student in a room with a closed or locked door or with the lights off. Counselors or others who need to work with students confidentially must discuss with their supervisors the appropriate manner of meeting with students.
2. Meeting students in non-work settings without the parent/guardian being present, even if the parent/guardian grants permission.
3. Associating with students in any setting where students are provided, are consuming or are encouraged to use or consume alcohol, tobacco, drugs or any other product or service prohibited to minors.
4. Communicating with students about sexual topics verbally or by any form of written, pictorial or electronic communication.
5. Discussing the staff member's personal problems with or in the presence of students.
6. Sponsoring parties for students outside of school unless as part of an extracurricular activity that is appropriately supervised by additional staff members.
7. Inviting students to the staff member's home.
8. Being present when students are fully or partially nude.
9. Sending students on personal errands.
10. Allowing a student to drive the staff member's vehicle.
11. Providing a student (other than the staff member's children, stepchildren or other children living in the staff member's home) transportation in the staff member's personal vehicle without a supervisor's approval, unless another staff member or the student's parent/guardian is also present in the vehicle.
12. Allowing any student to engage in behavior that would not be tolerated if done by other similarly situated students.
13. Giving gifts to individual students.
14. Frequently pulling a student from another class or activity to be with the staff member.

Electronic Communication

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

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

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

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

Consequences

Staff members who violate this policy will be disciplined, up to and including termination of employment. Depending on the circumstances, the district may report staff members to law enforcement and the Children's Division (CD) of the Department of Social Services for further investigation, and the district may seek revocation of a staff member's license(s) with the Department of Elementary and Secondary Education (DESE).

Reporting

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

Any staff member who possesses knowledge or evidence of possible violations of this policy must immediately make a report to the district's administration. All staff members who know or have reasonable cause to suspect child abuse shall immediately report the suspected abuse in accordance with Board policy. Staff members must also immediately report a violation or perceived violation of the district's discrimination

and harassment policy (AC and/or ACA) to the district's nondiscrimination compliance officer. Staff members may be disciplined for failing to make such reports.

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

Training

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

STAFF USE OF COMMUNICATION DEVICES POLICY

The Poplar Bluff R-I Schools encourages district employees to use technology, including communication devices, to improve efficiency and safety. The district expects all employees to use communication devices in a responsible manner that does not interfere with the employee's job duties. Employees who violate district policies and procedures governing the use of communication devices may be disciplined, up to and including termination, and may be prohibited from possessing or using communication devices while at work. Communication devices may not be used in any manner that would violate the district's policy on student-staff relations.

Definitions

Communication Device - Any portable device that sends or receives calls or text messages allows the retrieval of e-mail or provides access to the Internet.

Use/Using - Answering the phone or talking on the phone; sending or responding to a text, e-mail or other communication; opening and viewing pictures or digital recordings; opening and listening to music or audio communications; continuously checking a communication device; or any activity with a communication device that interferes with the employee's job duties or appropriate supervision of students.

General Use

The district prohibits employees from using any communication device that interrupts or disrupts the performance of duties by the employee or otherwise interferes with district operations, as determined by the employee's supervisor. This prohibition applies regardless of whether the communication device used is owned by the employee or provided by the district.

Employees are responsible for keeping communication devices secure and, if possible, password protected.

Supervision of students is a priority in the district, and employees who are responsible for supervising students must concentrate on that task at all times. Employees shall not use communication devices when they are responsible for supervising students unless any of the following conditions occurs:

1. The device is being used to instruct the students being supervised at the time.
2. The use is necessary to the performance of an employment-related duty.
3. The employee has received specific and direct permission from a supervisor.
4. There is an emergency.

Even when these conditions exist, the employee is responsible for obtaining assistance in adequately supervising students during the approved use so that students are supervised at all times.

Use in Vehicles

Regardless of other provisions of this policy, unless there is an emergency, employees shall not use communication devices when:

1. Driving district-provided vehicles.
2. Operating a vehicle in which a student is being transported when the transportation is provided as part of the employee's job.
3. Supervising students who are entering or exiting a vehicle, crossing thoroughfares or otherwise safely reaching their destinations.

Even in emergency situations, employees should first take all possible safety precautions before using communication devices.

Use of District-Provided *Communication Devices*

The district may provide communication devices and service to some employees to assist them in carrying out their employment-related duties on and off district property. Use of a district-provided communication device is a privilege. The superintendent or designee has sole discretion as to which employees will be provided communication devices and may recall any previously issued communication device. Employees do not have any expectation of privacy in district-provided communication devices or any information stored on them, and such devices may be confiscated and searched at any time.

Employees are expected to exercise reasonable care to protect district-provided communication devices from damage or theft and must report any such incidents immediately. The district may require employees to reimburse the district for any damage or theft that was the result of the employee's negligence. Users of district-provided communication devices must abide by any use limitations included in the district's service contract.

Personal Use of District-Provided Communication Devices

Personal use of district-provided communication devices is permissible as long as the use does not exceed the limits of the applicable plan. An employee whose use exceeds plan limitations will be required to reimburse the district for all expenses beyond those covered by the plan and may have privileges suspended or revoked unless the employee can show that all use was for employment-related duties and the device was not used for personal reasons. The amount of personal use of a communication device or service paid for under E-Rate can be no greater than the cost allocation submitted in the request for the E-Rate discount.

HARASSMENT POLICY

It is the policy of the District to maintain a learning environment that is free from harassment because of an individual's race, color, sex, national origin, age, ethnicity, disability, or any other characteristic protected by law. The School District prohibits any and all forms of unlawful harassment and discrimination because of race, color, sex, national origin, age, ethnicity, disability, or any other characteristic protected by law.

It shall be a violation of District policy for any student, teacher, administrator, or other school personnel of this District to harass or unlawfully discriminate against a student through conduct of a sexual nature, or regarding race, color, sex, national origin, age, ethnicity, disability, or any other characteristic protected by law as defined by this policy.

It shall also be a violation of District policy for any teacher, administrator, or other school personnel of this District to tolerate sexual harassment or harassment because of a student's race, color, sex, national origin, age, ethnicity, disability, or any other characteristic protected by law as defined by this policy, by a student, teacher, administrator, other school personnel, or by any third parties who are participating in, observing, or otherwise engaged in activities, including sporting events and other extracurricular activities, under the auspices of the School District.

For purposes of this policy, the term "school personnel" includes Board of Education members, school employees, agents, volunteers, contractors, or persons subject to the supervision and control of the District.

The school system and District officials, including administrators, teachers and other staff members will act to promptly investigate all complaints, either formal or informal, verbal or written, of unlawful harassment or unlawful discrimination because of race, color, sex, national origin, age, ethnicity, disability, or any other characteristic protected by law; to promptly take appropriate action to protect individuals from further harassment or discrimination; and, if it determines that unlawful harassment or discrimination occurred, to promptly and appropriately discipline any student, teacher, administrator, or other school personnel who is found to have violated this policy, and/or to take other appropriate action reasonably calculated to end the harassment/discrimination.

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

BULLYING POLICY

The District is committed to maintaining a learning and working environment free of any form of bullying or intimidation by students toward District personnel or students on school s grounds, or school time, at a school sponsored activity or in a school related context. Bullying is the intentional action by an individual or group of individuals to inflict physical, emotional or mental suffering on another individual or group of individuals.

Bullying occurs when a student:

- Communications with another by any means including telephone, writing or via electronic communications, with the intention to intimidate, or inflict physical, emotional, or mental harm without legitimate purpose, or
- Physically contacts another person with the intent to intimidate or to inflict physical, emotional, or mental harm without legitimate purpose. Physical contact can include intimidating gestures. (does not require physical touching, although touching may be included)

Students who are found to have violated this policy will be subject to disciplinary action.

First Offense: Principal/Student/Parent conference, corporal punishment, in-school suspension, or 1-10 days out-of-school suspension

Subsequent Offense: In-school suspension, 1-180 days out-of-school suspension, expulsion, possible notification to law enforcement officials, and documentation in student's discipline record

District employees are required to report any instance of bullying of which the employee has first-hand knowledge. Moreover, the District will provide training for employees relative to enforcement of this policy.

TOBACCO POLICY

It is the intent of the Poplar Bluff School District R-I Board of Education to eliminate the use of tobacco products in or on all property of the district by employees.

Procedures for Employee Violation of Policy:

First Offense:	Letter of reprimand
Second Offense:	1 day suspension without pay
Third Offense:	1 week suspension without pay
Fourth Offense:	Dismissal/Termination

WEAPONS POLICY

The purpose of establishing this policy is to insure a safe environment for all students and employees of the Poplar Bluff School District R-I.

The Board of Education does determine that possession and/or use of a weapon by any person on school property or at any school-sponsored or sanctioned activity is detrimental to the welfare and safety of the students and employees of the Poplar Bluff School District R-I. The two (2) exceptions to this are:

1. Weapons under the control of on-duty law enforcement personnel in the regular course of their duties. This EXCLUDES Poplar Bluff school personnel with municipal or county law enforcement commission cards who are not performing law enforcement duties.
2. Weapons that are registered and handled in a legal manner for the purpose of education.

Definitions

The Board of Education defines "dangerous weapon" as an object constructed for and considered to be a weapon by nature of design and use. This also includes any other object which is capable of inflicting bodily harm and/or which can be used to threaten, frighten, or intimidate by the manner in which it is used and/or intended to be used or by its appearance as a dangerous weapon. This includes, but is not limited to: firearms, ammunition, explosive devices, switchblade knives, butterfly knives, hunting knives, razors, karate sticks, nunchakus, clubs, chains, metal knuckles, Kung Fu stars, slingshots, and replicas of such weapons.

The Board of Education defines "weapon" as any object which may not commonly be considered a weapon but which may be used to inflict or to threaten bodily harm and/or to frighten, intimidate, or to harass. This includes, but is not limited to: belts, other articles of clothing, combs, pencils, files, compasses, scissors, and utility or work-related knives (i.e., box cutters).

Violation

An employee who brings a dangerous weapon, or who is found to be in possession of a dangerous weapon, or who places a person in fear of bodily harm, or who inflicts bodily harm with a weapon or a dangerous weapon on school property before, during, or after school or at any school-sponsored or sanctioned activity is in violation of this policy.

Any employee, who violates this policy, shall be suspended from work with pay immediately pending a review of the violation by the superintendent and the Board of Education. In addition, the administration shall immediately confiscate the weapon and call the proper legal authority. Possession of a firearm and possession or use of other dangerous weapons will be handled as follows:

1. First Offense - Four-week suspension without pay, conference with superintendent, and letter of reprimand.
2. Second Offense - Termination of employment.

ALCOHOL AND ILLICIT DRUGS POLICIES

The District prohibits all employees from the possession, distribution, or presence under the influence of alcohol and non-prescribed controlled substances while on school premises. Violation of this policy will result in disciplinary action up to and including termination. In addition, such violation may result in substantially reduced or forfeiture of workers compensation benefits where the use of substances prohibited by this policy was in conjunction with or related to a work place injury.

Post-Accident Drug / Alcohol Testing:

Employees under the influence of alcohol, drugs, or controlled substances while on duty are a serious risk to themselves, to students, to other employees, and to District property. Where an employee holding a safety sensitive position is involved in an accident producing injury, the District will require the employee to submit to post injury alcohol/drug testing.

Post-accident testing will be utilized after any accident

- involving the loss of life;
- resulting from a violation of Board Policy or Regulations, or municipal, state, or federal law;
- which results in an injury to a person who receives medical treatment;
- resulting in disabling damage to any motor vehicle or piece of District equipment;
- resulting from a violation of a safety regulation or safety directive.

Refusal to submit to post injury testing will result in disciplinary action up to, and including termination, and may result in forfeiture of Workers Compensation benefits for injuries related to the request for testing.

Employees holding a non-safety sensitive position will be subject to post accident drug testing where a District administrator has sufficient cause to suspect the employee's use of alcohol or non-prescribed controlled substance producing accident, in conjunction with or related to a work place testing. Such post-accident testing will be utilized in the instance of the occurrence of any of the five instances set forth in this policy.

Safety Sensitive Positions:

The following list of positions are hereby classified as "safety sensitive" due to the serious risk of harm that can result from performing said job duties while impaired by drugs or alcohol; therefore, employees occupying such positions are subject to drug testing in accordance with published Board Policies and Regulations:

- Food service employees.
- Transportation employees.
- Custodial employees.
- Maintenance employees (HVAC, Electrical, Plumbing).

- Any district employee whose job duties involve the performance of supervising children, including, but not limited to teachers, teachers' aides, lunchroom/playground monitors, etc.

DRUG FREE WORK PLACE POLICY

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 periodic review of this policy to determine its effectiveness, implement necessary changes, and to ensure that the disciplinary sanctions are consistently enforced.

This policy shall be distributed in writing to all present and future employees.

REFERENCE REQUEST

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

COMMUNICABLE DISEASES

Employee

The Poplar Bluff School District R-I Board of Education recognizes its responsibility to protect the health of students and employees from the risks posed by infectious diseases. The Board also has the responsibility to uphold the rights of affected individuals to privacy and confidentiality, to continue their employment, and to be treated in a nondiscriminatory manner.

The district requires all staff to routinely observe universal precautions to prevent exposure to disease-causing organisms, and the district should provide necessary equipment/supplies to implement universal precautions.

Employees will not be required to submit to medical examinations unless the examination is job related and consistent with business necessity or otherwise allowed by law. Medical records must be maintained on separate forms in separated medical files and shall be treated confidentially.

Categories of Potential Risk

Employees with infectious diseases that can be transmittable in school and/or athletic settings (such as, but not limited to, chicken pox, influenza and conjunctivitis) should be managed as specified in: (a) the most current edition of the Missouri Department of Health document entitled *Prevention and Control of Communicable Diseases: A Guide for School Administrators, Nurses, Teachers, and Day Care Operators* and (b) documents referenced in 19 CSR 20-20.030 and (c) in accordance with any specific guidelines/recommendations or requirements distributed by the local county or city health department. A medical release may be required of the employee in certain circumstances.

An employee infected with a blood borne pathogen such as hepatitis B virus (HBV), hepatitis C virus (HCV), or human immunodeficiency virus (HIV) poses no risk of transmission through casual contact to other persons in a school setting. Employees infected with one of these viruses shall be allowed to continue work without any restrictions, which are based solely on the infection.

Exceptional Situations -- There are certain specific conditions (for example, frequent bleeding episodes or uncoverable, oozing skin lesions), which could potentially be associated with transmission of both bloodborne, and non-bloodborne pathogens. No employee, regardless of whether he or she is known to be infected with such pathogens, should be allowed to continue work unless these behaviors or conditions are either absent or appropriately controlled in a way that avoids unnecessary exposure.

Specific mechanisms should be in place to ensure the following are consistently done:

1. The school nurse, and the designated school administrator when appropriate, should be informed of any staff member who has recurrent episodes of bleeding or who has uncoverable, oozing skin lesions.
4. The school nurse, and the designated school administrator when appropriate, should be promptly informed of any employee with an illness characterized by a rash.
5. The school nurse, and the designated school administrator when appropriate, shall be informed of any instance in which the significant potential for disease transmission occurs.

Confidentiality

The superintendent or designee shall ensure that an employee's confidentiality rights are strictly observed in accordance with law. Security of medical records will be maintained and such records will be kept separate from other personnel records. Breach of confidentiality may result in disciplinary action and/or civil suit.

Training -- Employee

All employees will be provided information annually on universal precautions and the communicable disease policy

Testing -- Employee

Medical examinations and inquiries will not be required prior to an offer of employment. However, the district may make pre-employment inquiries into the ability of the applicant to perform job-related functions. At the post-offer, pre-employment state, medical inquiries and tests may be required of all applicants for a particular job category. Once employed, employees may only be subjected to medical inquiries or medical tests if the inquiry or test is job related and consistent with business necessity as provided by law.

Reporting and Disease Outbreak Control

Reporting and disease outbreak control measures will be implemented in accordance with state and local law and Department of Health rules governing the control of communicable and other diseases dangerous to public health, and any applicable rules distributed by the appropriate county or city health department.

TECHNOLOGY

Media Releases

It is the policy of Poplar Bluff School District R-I that all official news releases be cleared through the superintendent of schools or his/her designated official. Staff members must understand the goals, policies, administrative regulations, programs, and educational philosophy so that they will be able to give accurate information to media representatives.

Staff members must take care to clarify personal opinions from official statements issued by the school.

INSTRUCTIONAL SERVICES

Libraries, Media and Technology Services

Internet Usage/Safety

The Poplar Bluff School District R-I recognizes the educational and professional value of electronics-based information technology, both as a means of access to enriching information and as a tool to develop skills that students need.

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)].

The District's technology exists for the purpose of maximizing the educational opportunities and achievement of District students. The professional enrichment of the staff and Board of Education, and increased engagement of the students' families and other patrons of the District are assisted by technology, but are secondary to the ultimate goal of student achievement.

Use of technology resources in a disruptive, manifestly inappropriate or illegal manner impairs the District's mission, squanders resources and shall not be tolerated. Therefore, a consistently high level of personal responsibility is expected of all users granted access to the District's technology resources. Development of students' personal responsibility is itself an expected benefit of the District technology program.

Internet Safety Training

Each year, in compliance with the Children's Internet Protection Act, all District students will receive Internet safety training which will educate them 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.)

Definitions

For the purposes of this policy and related regulations, procedures and forms, the following terms are defined:

User -- any person who is permitted by the District to utilize any portion of the District's technology resources, including but not limited to students, employees, Board of Education members and agents of the School District.

User Identification (ID) -- any identifier which would allow a user access to the District's technology resources, or to any program, including but not limited to, e-mail and Internet access.

Password -- a unique word, phrase or combination of alphabetic, numeric and non-alphanumeric characters used to authenticate a user ID as belonging to a user.

Technology Administration

The Board of Education directs the Superintendent/designee to create rules and procedures governing technology usage in the District to support the District's policy, as needed.

The Board of Education directs the Superintendent/Designee to assign trained personnel to maintain the District's technology in a manner that will protect the District from liability and will protect confidential student and employee information retained or accessible through District technology resources.

Trained personnel shall establish a retention schedule for the regular archival or deletion of data stored on District technology resources in accordance with the *Public School District Retention Manual* published by the Missouri Secretary of State. Administrators of computer resources may suspend access to and/or availability of the District's technology resources to diagnose and investigate network problems or potential violations of the law or District policies, regulations and procedures.

User Identification and Network Security

The District technology resources may be used by authorized students, employees, Board of Education members and other persons such as consultants, legal counsel and independent contractors. Use of the District's technology resources is a privilege, not a right. No student, employee, or other potential user will be given an ID, password or other access to District technology if he/she is considered a security risk by the Superintendent/Designee.

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.

Users must adhere to District policies, regulations, procedures, and other District guidelines. All users shall immediately report any security problems or misuse of the District's technology resources to an administrator or teacher.

User Agreement

Unless authorized by the Superintendent/Designee, all users must have an appropriately signed *User Agreement* on file with the District before they are allowed access to District technology resources. All users must agree to follow the District's policies, regulations and procedures.

In addition, all users must recognize that they do not have a legal expectation of privacy in any e-mail use activities involving the District's technology. A user ID with e-mail access, if granted, is provided to users of this District's network and technology resources only on condition that the user consents to interception or access to all communications accessed, sent, received or stored using District technology in his/her *User Agreement*.

Privacy

A user does not have a legal expectation of privacy in the user's electronic mail or other activities involving the District's technology resources.

Content Filtering and Monitoring

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.

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 the Media Center Director or designated representatives.

Closed Forum

The District's technology resources are not a public forum for expression of any kind and are to be considered a closed forum to the extent allowed by the law.

The District's web page will provide information about the School District, but will not be used as an open forum. The District web page may include the District's address, telephone number, and an e-mail address where members of the public may easily communicate concerns to the administration and the Board of Education.

Any expressive activity involving District technology resources that students, parents and members of the public might reasonably perceive to bear the imprimatur of the school, and which are designed to impart particular knowledge or skills to student participants and audiences, are considered curricular publications. All curricular publications are subject to reasonable prior restraint, editing and deletion on behalf of the School District for legitimate pedagogical reasons.

All other expressive activity involving the District's technology is subject to reasonable prior restraint and subject matter restrictions as allowed by law and Board policies.

Damages

All damages incurred by the District due to the misuse of the District's technology resources, including the loss of property and staff time, will be charged to the user. District administrators have the authority to sign any criminal complaint regarding damage to District technology.

Social Media Best Practices for District Pages

At Poplar Bluff Schools, we recognize that many of our staff, students, parents and community members are active social media users. As a school district, we incorporate social media as a strategic tool for communication with our patrons. The best practices listed below complement, but do not replace, any existing policies regarding the use of technology, computers, email and the Internet that are in place at the Poplar Bluff R-I School District.

- Comments related to the school district should always meet the highest standards of professional discretion. When commenting on district-approved pages, school personnel should act on the assumption that all postings are in the public domain, including direct messages. Deleted content can still show up in online searches. Or, with the click of a button, other users can take a screen shot, re-post or share your content.

- No photos of student activities to which the general public was not invited or not allowed should be posted on faculty and staff's personal social media accounts. However, these photos should be initially posted on a school or organization, district-approved social media account and then shared from that account if the staff member wishes to share them on his/her personal social media.

Photos of student activities to which the general public was invited may be posted on private accounts first; however, as a best practice, the district recommends that those photos are posted first on a school or organization, district-approved social media account and then shared from that account.

- School personnel should not 'friend' or 'follow' current students or recent graduates on social media. The district recognizes there may be certain limited exceptions to these guidelines, such as a student being a family member or relative, or in those instances when an employee's interaction with a student is a result of certain non-district activities, such as Boy Scouts, Girl Scouts, religious organizations, or other similar relationships.

Copyrighted Materials

The superintendent or designee is responsible for the establishment of practices that will ensure compliance with the provisions of the U.S. copyright law as they affect the district and its employees.

General Responsibilities

The building principal or designee will be responsible for disseminating and interpreting copyright regulations at the building level. He or she will provide employee training as needed, distribute and review district policy and administrative procedures with employees, control the approval process and maintain written records regarding permission, responses to requests and license agreements as may be necessary.

1. The building principal or designee will ensure that budget recommendations include appropriate funds for the purchase of the appropriate number of materials or licenses for needed software.
2. The building principal or designee will ensure that appropriate warning notices are posted to educate and warn individuals using district equipment of the applicable provisions of the copyright law such as in the libraries, work rooms and other places where interlibrary loan orders for copies of materials are accepted.
3. The building principal or designee will ensure that building computers and computer labs are used only with proper supervision to help protect against unauthorized copying.
4. The building principal or designee will annually inspect any video collections to ensure all copies are acquired and maintained in accordance with applicable provisions of the copyright law.
5. The district technology coordinator will maintain all computer software license agreements. In the absence of clearly granted rights, employees must contact the copyright holder in writing for permission to manipulate or use these technologies in alternative ways.

Note: The reader is encouraged to review policies and/or forms for related information in this administrative area.

Copyright and Fair Use Guidelines

For additional and up-to-date information on fair use guidelines and copyright regulations please visit: <http://www.copyright.gov>.



Poplar Bluff R-I School District 2023-2024 Academic Calendar



<p>JULY 2023</p> <table border="1"> <thead> <tr><th>S</th><th>M</th><th>T</th><th>W</th><th>Th</th><th>F</th><th>S</th></tr> </thead> <tbody> <tr><td></td><td></td><td></td><td></td><td></td><td></td><td>1</td></tr> <tr><td>2</td><td>3</td><td>4</td><td>5</td><td>6</td><td>7</td><td>8</td></tr> <tr><td>9</td><td>10</td><td>11</td><td>12</td><td>13</td><td>14</td><td>15</td></tr> <tr><td>16</td><td>17</td><td>18</td><td>19</td><td>20</td><td>21</td><td>22</td></tr> <tr><td>23</td><td>24</td><td>25</td><td>26</td><td>27</td><td>28</td><td>29</td></tr> <tr><td>30</td><td>31</td><td></td><td></td><td></td><td></td><td></td></tr> </tbody> </table>	S	M	T	W	Th	F	S							1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31						<p>4 Independence Day</p> <p>Capturing Kids Hearts</p>	<p>1-3 No School 15 M.L. King Jr.'s Birthday – No School 16-17 Collaboration Day – No Classes</p>	<p>JANUARY 2024</p> <table border="1"> <thead> <tr><th>S</th><th>M</th><th>T</th><th>W</th><th>Th</th><th>F</th><th>S</th></tr> </thead> <tbody> <tr><td></td><td>1</td><td>2</td><td>3</td><td>4</td><td>5</td><td>6</td></tr> <tr><td>7</td><td>8</td><td>9</td><td>10</td><td>11</td><td>12</td><td>13</td></tr> <tr><td>14</td><td>15</td><td>16</td><td>17</td><td>18</td><td>19</td><td>20</td></tr> <tr><td>21</td><td>22</td><td>23</td><td>24</td><td>25</td><td>26</td><td>27</td></tr> <tr><td>28</td><td>29</td><td>30</td><td>31</td><td></td><td></td><td></td></tr> </tbody> </table> <p>17 Days</p>	S	M	T	W	Th	F	S		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31										
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If more hours are missed for weather-related events than have been built into the calendar, the following days will be available as potential make-up days: January 16, 17, February 20 & April 02. Teachers may be required to make up the collaboration day(s) when school is not in session due to weather. This calendar is subject to change by board vote as a result of inclement weather, school activities, or any emergency that may occur.

Board Approved 01-19-2023