

Certified Staff Handbook

2018-2019



Goddard Public School USD 265
201 S. Main
Goddard, Kansas 67052
316-794-4000
316-794-2222 FAX
www.goddardusd.com

Goddard USD 265

NOTICE OF NONDISCRIMINATION

Goddard USD 265 does not discriminate on the basis of race, color, national origin, sex, religion, handicap/disability, or age as to treatment of students in programs and as to employment and provides equal access to the Boy Scouts and other designated youth groups. Persons having inquiries concerning the District's compliance with Title VI, Title IX, Section 504, the Americans with Disabilities Act, the Americans with Disabilities Act Amendments Act and the Age Discrimination Act may contact the school district's ADA and Section 504 coordinator, Assistant Superintendent of Human Resources, 201 South Main, Goddard, KS, 67052, Telephone: 316-794-4000. Those wishing to make a federal inquiry may do so at the U.S. Department of Education through the Office for Civil Rights. Contact may be made at OCR.KansasCity@ed.gov or (816)268-0550.

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Certified Staff Handbook

This certified staff manual is to serve as a guide, which frequently briefs Board of Education policy. This guide does not replace the Board of Education policy; therefore, all employees are responsible for the content of Board of Education policies. Copies of Board of Education policies are available on-line at www.goddardusd.com

General Assignment of Duties and Organizational Structure

It is the general philosophy of the school to approach procedures, policies, etc. Democratically, using cooperative efforts to set and achieve goals and to find solutions to problems. The administrative structure attempts to support that cooperation. A description follows of key staff positions in the district and the responsibilities assigned to them.

District Office Staff

SUPERINTENDENT: All personnel of the school system are responsible to the Superintendent, who is in turn responsible to the Board of Education. The Board of Education is responsible to the public.

ASSISTANT SUPERINTENDENT FOR ACADEMIC AFFAIRS: This individual coordinates the planning, selection and implementation of curriculum and instruction for the district. This includes the selection of textbooks, coordination of staff development, the accreditation process, assessment, and implementation of instructional technology. This individual serves as a member of the District's Professional Advisory and Development Council.

Federal grants and special grant projects fall under the supervision and assistance of the curriculum office and information about special funding and how to write grants is available to district staff. The assistant superintendent is the district contact for Quality Performance Accreditation and for matters pertaining to effective schools practices.

The Assistant Superintendent for Academic Affairs also oversees overall assessment procedures and the reporting of assessment results for the district and data and student information related to testing and works with school administration to insure testing integrity.

ASSISTANT SUPERINTENDENT FOR HUMAN RESOURCES: This individual coordinates the personnel functions of the district. This includes working with the Superintendent to determine district personnel needs, postings of positions, screening of applicants, and working in cooperation with the principals and directors to interview, select, and place new employees. This individual also maintains confidential personnel files for all personnel records, certifications, and job-related documentation. Personnel evaluation procedures are monitored to assure compliance with the Kansas State Board of Education and district evaluations policies. Board of Education policies related to personnel and students are reviewed and revised by the Assistant Superintendent of Human Resources. This individual serves as a member of the district Professional Advisory and Development Council.

The Assistant Superintendent of Human Resources is the district coordinator for ADA/504 plans. The establishment and maintenance of confidential files for ADA related medical review and accommodations of employees and students is maintained through the office of Human Resources. This individual is the hearing officer for long-term suspension/expulsion hearings. The Assistant Superintendent of Human Resources is the district Freedom of Information officer, the designated Safety Compliance Officer, the Homebound Student Coordinator, FMLA Plan Coordinator, Co-chair of the Non-Negotiated Certified & Classified Sick Leave Bank, Homeless Children and Youth Coordinator, Unemployment Benefits Coordinator, Workers Compensation Program Coordinator, and the district compliance office for all matters involving any form of discrimination.

Directors

DIRECTOR OF COMMUNITY RELATIONS: The Director of Community Relations is responsible to the Superintendent of Schools. This individual coordinates the dissemination of information about the district. A district newspaper is published several times a year and information is provided to local news media as deemed appropriate. This individual will also be a valuable resource to teachers in their public relations efforts.

DIRECTOR OF FACILITIES: This individual works directly under the supervision of the Superintendent and is charged with care and maintenance of school district facilities and will have supervision over all building engineering staff from June 1 until the first day of teacher orientation. During the school year building engineers report to their building principals.

The Facilities Director is responsible for budgeting and requisitioning supplies and materials needed for maintenance of buildings. The director will have direct supervision over all groundskeepers and will be responsible for budgeting, and requisitioning supplies and materials needed for maintenance of the district grounds. Maintenance department staff works on routine assignments in close cooperation with principals and activity directors.

DIRECTOR OF FINANCE: The Finance Director manages the procedures for purchases, competitive bids, bond and capital outlay budgets, as well as the inventory and facility resources of the district. All facility/capital outlay improvements are coordinated through this office, as well as work orders for all equipment and facilities. The Finance Director approves all school purchases and their subsequent billings, which are then, presented to the Superintendent and the Board of Education for payment.

Requisitions for teaching supplies and equipment will be completed on-line. They will have the approval of the department chairperson, where applicable, and will be presented to the Finance Director through the principal. Purchase orders for school student activities will be made by the principal.

DIRECTOR OF NUTRITIONAL SERVICE: This individual works directly under the supervision of the Superintendent and will be charged with direction and supervision of the school food service program. Fiscal management, menus, personnel supervision, and food purchasing will be the primary functions of this person.

DIRECTOR OF POLICE OPERATIONS: The Police Chief works under the direct supervision of the Superintendent of Schools. The director is responsible for supervision of school district police department personnel. The primary responsibility is to insure the safety and security of all school district students, staff members, school grounds, property, and facilities.

DIRECTOR OF TECHNOLOGY: The Director of Technology is responsible to the Assistant Superintendent of Academic Affairs. The director manages technology for the district, including the planning, purchase, support, and repairs for all technology equipment in the district. Major services of the department include e-mail and Internet services, district wide fiber optic networking, local e-mail, and student electronic data management.

DIRECTOR OF TRANSPORTATION: This individual works directly under the supervision of the Superintendent and in cooperation with principals and assistant principals. The director of transportation is charged with providing safe, economical transportation for the school (both student and staff) and will have direct supervision over all vehicles and drivers. The transportation director is responsible for budgeting and requisitioning supplies and materials needed for maintenance of district transportation equipment.

Building Administration

PRINCIPALS: As instructional leaders, principals orchestrate the necessary components that will provide an effective learning environment. They are responsible for the daily operation of their assigned schools, are key to program development and implementation, and in maintaining quality of instruction and learning activities. The principal assists teachers in establishing high student expectations and in conveying those expectations to parents and the community. He/she works with the total school community, as well as with individual students and student groups and coordinates the school improvement and accreditation (QPA) process.

The principal's responsibilities include management of the school facility, supervision of the instructional program, budget, evaluation of certified and classified staff, staff development, discipline, and short and long term planning to meet the needs of the school community. Principals report to and are evaluated by the Superintendent.

ASSISTANT PRINCIPALS: Assistant Principals assist the principal to carry out the programs of the school and necessary supervision of students. They are charged with administration of the school when the principal is absent. They share evaluation and staff development responsibilities, and assist with student discipline, school activities and coordinating the school improvement and accreditation (QPA) process. Assistant Principals report to and are evaluated by the building principal.

HEALTH SERVICES: The health nurses work directly with the building principals and in cooperation with the Assistant Superintendent of Human Resources. It is their duty to provide health services for the schools. They are responsible for training staff and to having first aid available for emergencies. They also administer eye, hearing, and scoliosis screenings. They are responsible for assisting in the development of health curriculum and instruction in the district.

COUNSELORS: Each school building is assigned counseling staff to support the needs of students within that school. They coordinate student assistance programs such as Drug Free Schools, and identification of at-risk or special needs students. The student assessment program is coordinated through the counseling office and counselors utilize testing information and achievement records of students as tools in student guidance. Counselors are available for general guidance activities as well as for individual counseling and crisis intervention. Counselors report to and are evaluated by the building principal.

DEPARTMENT CHAIRPERSON: Every teacher is assigned to a department chair, who coordinates the work of the teachers in their department, brings sequence and coordination between the various schools, and works in cooperation with the Assistant Superintendent for Academic Affairs and the principals in the improvement and upgrading of curriculum. Department chairs work under the supervision of the building principal.

CLASSROOM TEACHERS: Teachers are charged with the responsibility of establishing effective classroom characteristics and practices and a positive learning environment for students. The district utilizes the effective schools model for school and instructional improvement. As participating teachers in this model, teachers work with students to extend and refine each student's concepts and skills. Teachers plan learning goals, provide effective classroom organization and management, and learn and practice "best" practices for student achievement.

All teachers participate in the development of curriculum and curriculum maps for the district. The guides and maps are based on and aligned with the Kansas educational standards and are therefore the foundation of instruction in the district. Teachers are selected to be team members for textbook selection, special curriculum revision, instructional practice reviews, special study committees, and school improvement/accreditation committees.

Teachers will be evaluated in accordance with the evaluation plan adopted by the district.

First Year Faculty Members: All faculty members new to the system will be required to be employed two additional days for orientation. All faculty members in their first or second year of the profession will be assigned a mentor teacher through the Goddard Mentoring Program. Each new faculty member shall complete an evaluation of the Goddard Staff Induction Program at the end of their first year in the district. Evaluation of first year faculty will be completed in accordance with state statute and district procedure as included in the negotiated agreement.

Personnel Policies and Regulations

Online Training and Policy Acknowledgement.

Each USD #265 employee shall complete, in a timely manner, all Safe Schools online trainings required of their position, and acknowledge all district policies and procedures through the Talent Ed online program. The employee should seek assistance from their immediate supervisor, or the Human Resources department, should he/she need assistance in meeting this requirement.

Transcripts

An official transcript of credits for each teacher is maintained in the office of the Assistant Superintendent for Human Resources. All new teachers shall file an official transcript before employment begins. All teachers are requested to file all credits that may have been earned. Salaries will be paid only when official transcripts are up to date.

License

Certified employees will not receive individual reminders from the district office of when they must renew their license. Renewing a license is the employee's personal and professional responsibility. All certified staff members of the district should receive quarterly reminders through e-mail similar to the information shown below.

"Do you know when your certificate/license is up for renewal?"

Information can be found on-line by visiting the Kansas State Department of Education's website at www.ksde.org. Click on "TEACHER LICENSURE", then "LICENSE LOOKUP". Enter a social security number (without dashes) or Teacher ID Number, and the last name on current license. The information on file with KSDE will include endorsed areas, date of issuance/expiration.

DO YOU KNOW WHAT YOU MUST DO TO RENEW YOUR CERTIFICATE/LICENSE?

Check your current certificate/license. Specific information printed on the certificate/license details what must be submitted to KSDE for renewal. If you are planning on taking courses to renew a certificate/license, remember that only graduate credit that is in your professional field may be used.

The teachers' license shall be submitted at the earliest possible date. This includes all new teachers and other teachers whose license is new. Salaries will be paid only when a current license is filed in the District Office or when the license renewal is shown as being processed on the KSDE website. Failure to maintain a current professional license may result in termination of employment.

Identification Cards

Every employee will be issued a picture identification (ID) card. Employees are encouraged to wear the ID card on their person while on the job.

Information needed from all Teachers

Please provide the District Office with the following information:

1. Social Security Number and copy of same
2. Signed W-4, K-4 forms stating exemptions, etc.
3. Direct Deposit Form
4. Certificate of Health for School Personnel
5. An up to date official transcript
6. Credential file
7. Current Kansas Teaching License
8. Loyalty Oath & I-9 Form
9. Bloodborne Pathogen Documents
10. Job Description
11. Notification of any changes in dependents (Form W-4 & K-4), health insurance, and tax sheltered annuity, etc.
12. A Background Check will be completed on all newly hired staff. All new employees, who have not been in the State of Kansas for over ten years, will be fingerprinted prior to employment.

Payroll - Teacher Salary Checks

Payday will be the 20th day of each month. If the 20th falls on a Saturday, Sunday, or a bank holiday, then payday will be on the last non-bank holiday weekday preceding the 20th.

Teachers are paid on a twelve-month basis, in keeping with regulations required by the Kansas Public Employees Retirement System. **If, however, any teacher would desire their summer checks in a lump sum, a request form must be turned in by April 1. The district may, according to state statute, not pay until June 30 if the district so desires.**

Certified employees will not be paid after their accumulated sick leave has expired. Adjustments will be made in successive checks after returning to the job.

Membership in Local, County, State, and National Associations

Goddard teachers may become members of the National Education Association, Kansas NEA and the Goddard Education Association, but the Board of Education does not make this mandatory.

These dues may be withheld by the Board of Education. The dues will then be deducted in monthly installments over the balance of the year.

Voluntary Deductions or Salary Reductions

An employee may choose voluntary deductions or salary reductions when completing benefit enrollment. Salary reductions are taken before taxes (Social Security, Medicare, Federal & State taxes). The following benefits are eligible for salary reduction:

- Group Health Insurance Plan
- Vision Insurance
- Dental Insurance
- Flexible Spending account for Medical and/or Dependent Care
- Tax Deferred Annuities

Salary reductions are regulated by Internal Revenue Code 125. Reductions are designated once each year during benefits open enrollment and may not be changed during the benefit plan year unless there is a qualified change in family status.

NOTE: Benefits received from salary protection disability insurance are subject to social security, federal taxes, and state taxes if the premium is paid through a salary reduction. Benefits are not taxable if the premium is paid through salary deduction. Benefits received from other insurance policies (vision or dental) are not taxable.

Employees may contribute to tax-sheltered annuity plans. Arrangements to begin these contributions must be made between the employee and the TSA Company. A maximum exclusion allowance calculation completed by the agent and an "Employee Tax-sheltered Annuity Agreement" must be filed with the payroll office. The change will be effective the following month or with the first payroll of the employee's new term of employment, whichever is applicable. USD 265 reserves the right to limit the number of changes in a year. A list of companies authorized to make such agreements with USD 265 employees and company representatives may be obtained from the payroll department or visit www.myusd265benefits.com

Health Insurance

The health insurance program is offered through Aetna. There are plans available, with different deductible levels. For questions on the health insurance, please contact the Payroll Department.

Group Term Life & Dependent Life Insurance

Group term life insurance is offered to all staff through Mutual of Omaha. Dependent coverage is also available on a deduction (after-tax) basis for the spouse and/or children of the employee. If you did not have life insurance with Mutual of Omaha last year or wish to increase your amount of coverage, you will need to complete an application. Please contact the Payroll Department.

Disability Income Insurance

This insurance provides protection to replace a portion of your income if you become unable to work because of illness or an accident. This insurance is offered through Mutual of Omaha. Benefits are paid on a monthly basis. Employees may choose to cover their salary at 66 2/3 % with a choice of 15, 31, 45, 61 or 91 day waiting periods. Please contact the Payroll Department.

Dental Insurance

Delta Dental offers a PPO plan which provides coverage for preventive, basic and major services. Level of coverage is higher when using a doctor that is a participating provider. For questions on the Delta Dental coverage, please contact the Payroll Department.

Vision Insurance

The vision insurance company is Surency. Two plans offer coverage's for in-network and out-of-network providers; however, the benefits are greater when going to an in-network provider. If you would like to see if your provider is a member of the Surency network, you can go www.surency.com. Dependents are covered up to age 26. Please contact the Payroll Department.

Accident Insurance

Mutual of Omaha offers insurance for accident program. Please contact the Payroll office.

Critical Illness

Mutual of Omaha offers insurance for Critical Illness, which includes internal cancer. Please contact the Payroll Office.

Flexible Spending Plan

This program allows an employee the option of providing dependent care (childcare) and medical reimbursement with before tax money. Money is set aside in this account and when needed, a claim is submitted for reimbursement. Debit cards are now available for medical reimbursement. This program is administered through Gallagher Benefit Services, Inc. Please contact the Payroll Department.

Tax Sheltered Annuities

Tax Sheltered Annuities 403(b) are available. Contributions are deducted from your salary before taxes. This is an additional method of establishing a long-term savings account to be used for retirement. Please contact the Payroll Department.

Cobra (Consolidated Omnibus Budget Reconciliation Act)

A temporary extension of health benefits may be available to you at group rates in certain situation where coverage under Goddard USD 265 Health Insurance Plan may end. Refer to your official COBRA notice provided to you at time of enrollment.

Workers Compensation

The district carries workers' compensation insurance for all school employees when they are on duty for the Goddard Public Schools. This benefit will pay for medical costs that occur as a result of any employee being injured on the job. It also provides a benefit for loss of wages if the employee cannot work as a result of an on the job injury. This benefit is determined by the Workers Compensation Act of Kansas and is a portion of the employee's weekly wage.

STATE OF KANSAS WORKERS COMPENSATION ACT

- A. (1) Compensation for an injury shall be disallowed if such injury to the employee results from:
- A. The employee's deliberate intention to cause injury;
 - B. The employees' willful failure to use a guard or protection against accident or injury which is required pursuant to any statute and provided for the employee;
 - C. The employee's willful failure to use a reasonable and proper guard and protection voluntarily furnished the employee by the employer;
 - D. The employee's reckless violation of their employer's workplace safety rules or regulations;
 - E. The employee's voluntary participation in fighting or horseplay with a co-employee for any reason, work related or otherwise.
 - F. The employee shall not be liable under workers compensation act where the injury, disability or death was contributed to by the employee's use or consumption of alcohol or any drugs, chemicals or any compounds or substances, including, but not limited to, any drugs or medications, any form or type of narcotic drugs, marijuana, stimulants, depressants or hallucinogens.
 - G. It shall be conclusively presumed that the employee was impaired due to alcohol or drugs if it is shown that, at the time of the injury, the employee had an alcohol concentration of .04 or more.

Confirmatory test cutoff levels (ng/ml)

Marijuana metabolite.....	15
Cocaine metabolite.....	150
Opiates:	
Morphine.....	2000

Codeine.....	2000
6-Accetylmorphine.....	10 ng/ml
Phencyclidine.....	25
Amphetamines:	
Amphetamine.....	500
Methamphetamine.....	500

H. An employee's refusal to submit to a chemical test at the request of the employer shall result in the forfeiture of benefits under workers compensation act if the employer had sufficient cause to suspect the use of alcohol or drugs by the claimant or if the employer's policy clearly authorizes post-injury testing.

- (2) The results of a chemical test shall be admissible evidence to prove impairment if the employer establishes that the testing was done under any of the following circumstances:
- A. As a result of an employer mandated drug testing policy, in place in writing prior to the date of accident or injury, requiring any worker to submit to testing for drugs or alcohol;
 - B. During an autopsy or in the normal course of medical treatment for reasons related to the health and welfare of the injured worker and not at the direction of the employer.
 - C. The worker, prior to the date and time of the accident or injury, gave written consent to the employer that the worker would voluntarily submit to a chemical test for drugs or alcohol following any accident or injury;
 - D. The worker voluntarily agrees to submit to a chemical test for drugs or alcohol following any accident or injury; or
 - E. As a result of federal or state law or a federal or state rule or regulation having the force and effect of law requiring a post-injury testing program and such required program was properly implemented at the time of testing.
- B. (1) An injury is compensable only if it arises out of and in course of employment. An injury is not compensable because work was a triggering of a precipitating factor. An injury is not compensable solely because it aggravates, accelerates or exacerbates a preexisting condition or renders a preexisting condition symptomatic.
- A. An injury by repetitive trauma shall be deemed to arise out of employment only if:
 - i. The employment expose the worker to an increased risk or hazard which the worker would not have been exposed in normal non-employment life;
 - ii. The increased risk or hazard to which the employment exposed the worker is prevailing factor in causing the repetitive trauma; and
 - iii. The repetitive trauma is the prevailing factor in causing both the medical condition and resulting disability or impairment.
 - B. An injury by accident shall be deemed to arise out if employment only if:
 - i. There is a causal connection between the conditions under which the work is required to be performed and the resulting accident or impairment.
 - ii. The accident is the prevailing factor causing the injury, medical conditions, and resulting disability or impairment.
- (2) The words "arising out of and in the course of employment" as used in the workers compensation act shall not be construed to include:
- i. Injury which occurred as a result of the natural aging process or by the normal activities of day to day living;
 - ii. Accident or injury which arose out of a neutral risk with no particular employment or personal character;
 - iii. Accident or injury which arose out of risk personal to the worker;
 - iv. Accident or injury which arose directly or indirectly from idiopathic causes.
- (3) The words "arising out of and in the course of employment" as used in the workers compensation act shall not be construed to include injuries to employees while engaged in recreational or social events under circumstances where the employee was under no duty to attend and where the injury sis not result from the performance of tasks related to the employee's normal job duties or as specifically instructed to be performed by the employer.
- C. (1) Proceedings for compensation under works compensation act shall be maintainable unless notice of:
 - A. 30 calendar days from the date of accident or the date of the injury by repetitive trauma;
 - B. If the employee is working for the employer against whom benefits are beings sought and such employee seeks

medical treatment for any injury by accident or repetitive trauma, 20 calendar days from the date such medical treatment is sought; or

C. If the employee no longer works for the employee against whom benefits are being sought, 20 calendar days after the employee's last day of actual work for the employer.

D. Notice may be given orally or in writing.

i. Where notice is provided orally, if the employer has designated an individual or department to whom notice must be given and such designation has been communicated in writing to the employee, notice to any other individual or department shall be insufficient under this section. If the employer has not designated an individual or department to whom notice must give, notice must be provided to a supervisor or manager.

ii. Where notice is provided in writing, notice must be sent to a supervisor or manager at the employee's principal location of employment. The burden shall be on the employee to prove that such notice was actually received by the employer.

iii. The notice, whether provided orally or in writing, shall include the time, date, place, person injured and particulars of such injury. It must be apparent from the content of the notice that the employee is claiming benefits under the workers compensation act or has suffered a work-related injury.

iv. The notice shall be waived if the employee proves that (1) the employer or the employer's duty authorized agent had actual knowledge of the injury.

USD 265 REQUIREMENTS WHEN AN INJURY OCCURS

ALL INJURIES ARE TO BE REPORTED IMMEDIATELY to the employee's immediate supervisor and a **WORKERS COMPENSATION REPORT MUST BE FILED WITHIN TWENTY-FOUR HOURS** to the District Business Office. (Contact: Superintendent's Secretary, 794-4000, or ext. 20135, 201 South Main, Goddard).

When an on-the-job injury is received, the employee should make every effort to have a school nurse evaluate the injury unless the injury appears to be life threatening. Follow the employer's instructions on getting medical aid and then follow the doctor's instructions.

AVERAGE WEEKLY WAGE: A worker's "average weekly wage" is calculated by adding together the **base wage**, the **average weekly overtime** and the **weekly value of fringe benefits** for up to 26 weeks immediately preceding the date of injury, divided by the number of calendar weeks the employee actually worked, or by 26 as the case may be.

WEEKLY BENEFITS: Benefits are paid by the employer's insurance carrier or self-insurance program.

Injured workers are not entitled to compensation for the first week they are off work unless there is a loss of three consecutive weeks. The first compensation payment is normally due at the end of the 14th day of lost time. An injured employee is entitled to a weekly amount of 66 2/3 percent of his average weekly wage up to a maximum of 75 percent of the state's average weekly wage. These benefits are subject to legislative changes. If the injury results in permanent disability, the Kansas Compensation Law provides for additional benefits.

MEDICAL BENEFITS: An injured worker is entitled to all medical services reasonably necessary to cure and relieve the worker from the effects of the injury. The employer has the right to select the doctor who will treat the injury. A worker may seek the services of an unauthorized doctor up to a limit of \$500. A worker may apply to the workers compensation director to change the authorized testing doctor. Reimbursement for travel to obtain medical treatment is payable at a rate set by law for trips that are five miles or more.

Liability Insurance Coverage

District employees are covered by the district's liability insurance when they are on duty. Additional information can be obtained from your building principal or the USD 265 Administration Office, 201 S. Main, Goddard (794-4000, or ext. 20106).

Retirement Benefits

(KPERs — Kansas Public Employees Retirement System)

MEMBERSHIP

Membership in the Kansas Public Employees Retirement System (KPERS) is mandatory for all employees in covered positions. The position must be covered by the Federal Social Security act, **not** be seasonal and **not** be temporary. As of July 1, 1993, a covered position for school employees requires a minimum of 630 hours per year or 3.5 hours per day for at least 180 days. An employee who does not meet the requirements for KPERS as an employee of USD 265, but is also working for another KPERS employer may be eligible for KPERS membership. Check with the payroll office when working for more than one KPERS employer.

New employees must make an application for membership during the first month of employment to assure proper credit for salary deductions made for this purpose. Application forms are available at the payroll office.

The school district has named a “designated agent” to handle retirement matters. The designated agent is the USD 265 payroll clerk. Any questions concerning the retirement system should be addressed to the payroll clerk between the hours of (8:00 a.m. - 4:30 p.m., Monday through Friday). The designated agent’s office is located in the administration office at 201 South Main, Goddard, 794-4000, extension 20106.

Please visit www.kpers.org for more information regarding your retirement benefits and create your account.

Online Account Features:

- **Secure access to your account details**
 - **Contributions and interest**
 - **Service credit**
 - **Membership date**
 - **Final average salary**
- **View your beneficiaries**
- **Download annual statements**
- **Estimate your benefit**

Anticipated Changes

Any employee who is injured on the job, is scheduled for surgery, anticipating delivery of a child, or otherwise seriously ill, or is injured in a way that may result in an extended absence for health reasons, should notify their immediate supervisor. The immediate supervisor will notify the Human Resources Office.

Family & Medical Leave

District employees shall be provided family and medical leave as required by law, provided through negotiations, or by the Board of Education. A plan for providing leave shall be maintained by the district Human Resources Department and made available to all staff at the beginning of each school year. Goddard schools intend to comply in every respect to the requirements set down by Public Law 95-555 and any and all rules and regulations promulgated by the Equal Opportunity Commission in connection therewith.

Family & Medical Leave Act

Family and medical leave as required by federal law shall be granted for a period of not more than 12 weeks during a 12-month period. For purposes of this policy, a 12-month period shall be determined as a fiscal year beginning on July 1, and ending the following June 30. Spouses employed by the district may only take an aggregate of 12 weeks of leave for a birth or adoption of a child or to care for a child with a serious health condition. For injured service member leave, the employee and his/her spouse may be limited to a combined total of 26 weeks of leave in a 12 month period.

Family and Medical Leave is available for the following reasons:

1. The birth of a son or daughter of the employee and to care for the son or daughter*;
2. The placement of a son or daughter with the employee for adoption or foster care*;
3. The need to care for a spouse, son, daughter or parent of the employee because of a serious health condition; or
4. A serious health condition of the employee that prevents the employee from performing the job functions.
5. A qualifying exigency that arises out of the fact that a spouse, parent, or child of the employee has been called to or is on active duty in the Armed Forces.

*Leave for reason 1 or 2 must be taken within 12 months of birth or placement.

In addition, an employee who is the spouse, parent, child, or next of kin of a member of the Armed Forces who was injured in the line of duty (“injured service member”) may be eligible for up to 26 weeks of FMLA leave in a 12 month period, including the types of leave listed above.

The leave shall normally be unpaid leave. However, if the employee has any paid vacation, personal, or sick leave that is available for use because of the reason for the leave, the paid leave shall be used first and run concurrently with the annual family and medical leave. The Superintendent will notify the employee prior to or during the leave period that the leave has been designated as paid family and medical leave.

The employee is eligible for family and medical leave upon completion of 12 months of service in the district and employed at least 1250 hours during the preceding year.

During the period of any unpaid family and medical leave, the Board of Education shall continue to pay the employer’s share of the cost of group health benefits in the same manner as paid immediately prior to the leave. Any employee’s portion of the cost shall be paid by the employee to USD 265, ATTN: Payroll Clerk, on the payroll date or other time as the employee and Superintendent may agree. The Board of Education may terminate group health coverage if the employee payment is not received within 30 days of the due date.

When leave is foreseeable, the employee shall give written notice 30 days in advance. If leave is not foreseeable, notice will be given as soon as practicable.

Upon the employee providing notice of need for leave, the employer will notify the employee of:

- a. The reasons that leave will count as family and medical leave.
- b. Any requirements for medical certification.
- c. Employer requirement of substituting paid leave.
- d. Requirements for premium payments for health benefits and employee responsibility for repayment if employer pays employee share.
- e. Right to be restored to same or equivalent job.
- f. Any employer required fitness-for-duty certifications.

It may be medically necessary for some employees to use intermittent FMLA leave. USD 265 will work with employees (and employees are required to work with USD 265) to arrange a reduced work schedule or leaves of absence in order to care for a family member’s serious medical condition or due to the employee’s own serious medical condition.

Family leave (reasons 1 or 2) may not be used intermittently or on a part-time basis without the prior approval of the Superintendent.

The Superintendent may require a classified instructional employee to continue leave until the end of a semester if the leave begins more than five (5) weeks before the end of a semester, lasts more than three (3) weeks and the return would occur during the last three (3) weeks of the semester.

If the leave is for a reason other than the employee’s serious health conditions, the Superintendent may require a classified instructional employee to continue leave until the end of a semester, if:

1. The leave begins in the last five (5) weeks of a semester, will last more than two (2) weeks and the return to work would occur in the last two (2) weeks of a semester, or
2. The leave begins in the last three (3) weeks of a semester, and lasts more than five (5) days.

USD 265 wishes to ensure the well-being of all employees, thus any employee returning from FMLA for his/her own serious health condition will need to provide a Fitness-For-Duty statement signed by his/her treating physician. Any employee who fails to provide a Fitness-For-Duty statement will be prohibited from returning to work until it is provided. Fitness-For-Duty statements are not required when an employee returns from intermittent FMLA leave.

Qualifying FMLA leave will not be counted as an absence under the district attendance policy.

Disability Leave

The USD 265 Board of Education may grant leave of absence for disability with or without pay. Disability is a temporary suspension of duties subject to the policies of the board.

Any certified employee who becomes disabled due to illness or injury or anticipates becoming disabled for reason including, but not limited to, surgery, hospital confinement, medical treatment, confinement at home by order of the certified employee's physician or pregnancy may become eligible for a leave of absence based upon said disability upon compliance with the rules set forth in this document.

Any certified employee who reasonably anticipates becoming disabled because of any of the reasons set forth above shall give written notice to the Superintendent of the condition expected to result in disability as soon as the condition is known. In addition, such notice shall contain a statement from the certified employee specifying the date on which the certified employee wishes to begin their disability leave and the expected date on which the certified employee wishes to resume duty following recovery from said disability along with a statement from the certified employee's physician concerning the certified employee's present general health and physical capacity to perform their job.

When a certified employee desires to continue in the performance of their duties during the period of time from the date of giving notice to the Superintendent to the actual date their disability leave begins the certified employee shall be permitted to do so only when the certified employee's physician statement indicates that said certified employee is physically capable of continuing to perform their assigned duties. The statement shall establish the time period, in the opinion of their physician, during which the certified employee is expected to be capable of performing their duties.

The Superintendent shall consult with the certified employee and the principal of the school(s) in which they work to determine whether or not they are capable of performing their assigned duties up to the date requested by the certified employee when their disability leave shall begin.

In no event shall the board be obligated to permit a certified employee anticipating a state of disability to continue in the performance of their duties where their performance of duties has substantially declined from their performance prior to their giving written notice to the Superintendent of their condition expected to result in disability.

The statement of the certified employee's physician concerning general health and physical capacity to perform their job shall be submitted for board consideration together with the recommendation of the Superintendent concerning the continued performance of their assigned duties. The board will consider both the recommendation of the Superintendent and physician's statement when acting to allow the certified employee to continue in the performance of their assigned duties after their notification to the Superintendent of their anticipated disability.

The board reserves the right to have the certified employee examined by a physician selected by the board at district expense.

Failure or refusal of the certified employee to furnish a physician's report or to be examined by the physician selected by the board shall preclude them from receiving any sick leave benefits for any disability and affect a waiver of eligibility to resume their assigned job.

If the certified employee does not agree to the findings of the Superintendent they may request a hearing before the board to state their reasons for continuance of their assigned duties. A request to appear to address the board for not more than 5 minutes must be submitted to the Superintendent's office on Form GD-58 at least six (6) calendar days in advance of the board meeting in which they wish to address the board.

The board will make its decision within a reasonable period of time after hearing all of the evidence presented by the certified employee, the Superintendent, and the certified employee's physician. The decision shall be based on the evidence presented at the board meeting.

Whenever, in the opinion of the board, the dates for the commencement of an anticipated disability leave and/or the dates for the resumption of duties would substantially interfere with the administration of the school or the education of student, the requested dates may be changed by the board. The certified employee shall resume assigned duties no later than the first day of the school year following the date on which they were declared eligible for resumption of their duties. Failure to appear for resumption of duties shall be deemed a resignation by the certified employee.

When it is mutually agreed to between the certified employee and the board that they will not resume contracted duties for the school year in which they would be eligible to resume duty, the certified employee shall be separated from employment as provided by law. The board will have discharged its responsibility after offering to allow the certified employee to resume duty in the first vacancy for which the certified employee is licensed and that occurs after they have been declared eligible for resumption of duty.

The certified employee who submits a written physician's report that they are physically fit for full time employment may be declared eligible for resumption of their duties.

If the Superintendent or the certified employee's immediate supervisor has a good faith doubt that they are capable of resuming their regular duties the Superintendent shall conduct an inquiry to determine whether the certified employee is capable of resuming their regular duties. The findings and conclusions of the Superintendent's inquiry will be given to the certified employee in writing at the conclusion of the investigation. If the findings and conclusions are contrary to the opinion of the certified employee and their physician, they may request to address the board to resolve the matter as herein provided previously.

If the board has a good faith doubt that the certified employee, not returning to duty after a disability, is unable to resume contracted duties, the board may request that the certified employee be examined by a physician of the board's choice at district expense. If the physician's report is that the certified employee is able to resume work, the board may require them to do so or be placed on unpaid leave or possible suspension. The certified employee may request to address the board to resolve the matter as herein provided previously.

When a disability leave has been approved, the beginning or ending dates of the leave may be further extended or reduced for medical reasons upon application by the certified employee to the board. Such extensions or reduction may be granted by the board for additional reasonable period of time provided, however, that the board may alter the requested dates upon a finding that such extension or reduction would substantially interfere with the administration of the school(s) and/or with the education of the students and provided further that such change by the board is supported reasonable evidence.

The provisions of this policy shall not be deemed to impose on the board any obligations to grant or extend a leave of absence to any non-tenured certified employee beyond the end of the contract year in which the leave is granted.

All personnel benefits accrued by the certified employee at the date the disability leave begins will be retained during disability leave unless the person concerned shall have severed the employment relationship by resignation. No additional personnel benefits will accrue during the period of disability leave except as expressly provided by law.

The provisions of this policy and regulation shall not be applicable and shall be of no force nor effect during any period of time not covered by a contract of employment with the certified employee.

A leave of absence due to a disability may be chargeable to the accumulated sick leave of the certified employee.

District disability or sick leave benefits shall be reduced by any duplicating monetary benefit received by the certified employee under any plan, including a plan established by law, toward with the board contributes or for which the board pays. The board will retroactively adjust the district benefits provided by the board under one plan when granted prior to the notice that the certified employee has elected to file for benefits under another plan provided in full or in part by the board, such as, a certified employee utilizing paid sick leave for a disability and filing for benefits under workmen's compensation which would be paid, duplicate all or part of the benefit provided earlier and increase the employer's contribution rate because of the loss experience record.

Such retroactive adjustment may involve a prorate deduction in wages to compensate for duplication of benefits or an endorsement of all or part of the benefit over to the district. In either case, a proration of sick leave taken earlier will be reinstated to the certified employee's accrued accumulated sick leave. The adjustment will be conducted as group insurance companies coordinate benefits so that the certified employee receives the best adjustment of their full claim, but never more than the full amount of their claim. Such an adjustment shall not affect any personal insurance coverage carried by the employee in which the board is not a contributor.

A certified employee who is declared eligible for a disability leave will be eligible for leave under the Family Medical Leave Act.

Military Leave

The Uniformed Services Employment and Reemployment Rights Act (USERRA) requires all U.S. employers to grant unpaid leave to, reemploy, and maintain certain benefits for employees who are members of or enlist in one of the uniformed services. It also prohibits discrimination against employees and job applicants because of their past military service and future military obligations and retaliation against employees who exercise their USERRA rights.

Any employee, upon written request to the Superintendent, shall be granted leave to cover the length of their required service, as defined below, in the military forces of the United States. Each request for military leave shall be accompanied by a copy of the appropriate military orders. On the date of release from service, the employee shall notify the Superintendent of their availability and possible date of return to employment.

Service veterans returning to active duty have a four year duty period which may be extended to five years at the option of the military service. Such employees have a 90 day period following release to report for reemployment with the district. This type of military leave shall be without pay.

Employees who are guardsmen or reservists taking initial active duty training will have 31 days after release to report for reemployment with the district. This type of military leave shall be without pay. Guardsmen or reservists taking annual training, special school or special duty will report for reemployment with the district immediately following release plus any necessary travel time. This type of military leave may be with pay subject to board approval.

Failure to return within the time period allowed without notice to the Superintendent shall result in cancellation of the military leave, and the employee shall receive no credited service in the district for the time served on military leave. Continued absence may result in termination of employment.

Military leave shall be limited to the length of service required by the induction of the draftee or the orders to active duty of enlisted reserves or members of the National Guard plus the applicable time period following release. Military leave for guardsmen or reservists who are ordered to active duty shall be limited to the date when the officer can by his own actions terminate such active duty or the date of his orders to inactive status, whichever may occur first.

An employee on military leave, if they make application to the Superintendent within the applicable time period after the effective date of their release from active duty, shall be returned to a position comparable to the position held at the time the leave was granted. The employee's salary and benefit status upon return from military leave shall be the same as it would have been if leave had not been taken. The district shall have a 10 day grace period to make arrangements for reemployment of the employee, and the Superintendent shall make every effort consistent with law and the wishes of the employee to minimize any possible adverse effect of employment changes on the education program.

In the event the requested military leave causes an educational disservice to the education of the students of the district, the Superintendent shall notify the commanding officer who signed the orders, requesting an adjustment in the orders. If the Superintendent is not satisfied with the response, he shall seek further assistance by contacting The National Committee for Employer Support of the Guard and Reserve office of the Secretary of Defense.

HIPAA (Health Insurance Portability and Accountability Act)

U.S.D. 265 GODDARD PUBLIC SCHOOLS
NOTICE OF PRIVACY PRACTICES

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN OBTAIN ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

If you have questions concerning this Notice, please contact:

Doug Maxwell, Finance Director
U.S.D. 265 Goddard Public Schools Medical Reimbursement Flexible Spending Account Plan
201 South Main
P.O. Box 249
Goddard, Kansas 67052
(316) 794-4000

HIPAA (referred as USD 265 "the Plan") is required by law to maintain the privacy of your health information. The Plan is required to provide to all participants this Notice telling you how the law limits the ways in which the plan can use or disclose protected health information about you or your dependents covered by the plan. This Notice also describes your rights and certain obligations the plan and third parties that assist in the administration of claims have regarding the use and disclosure of health information. The Plan is obligated to follow the terms of the Notice that is currently in effect.

The Plan is committed to protecting the confidentiality of your health information, as well as the health information of your dependents covered. This Notice applies to all health information maintained by the plan.

This Notice applies only to the plan specifically identified. If you participate or receive benefits under a different group health plan, you may receive a separate notice of privacy practices from than plan.

HOW THE PLAN MAY USE AND DISCLOSE HEALTH INFORMATION ABOUT YOU.

USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION WITHOUT YOUR SPECIFIC AUTHORIZATION.

The Plan (either directly or through its agents, including the third-party administrator) may use and disclose your health information about you for treatment, payment, or health care operations without any consent or authorization beyond your enrollment in the Plan.

TREATMENT: The Plan does not conduct treatment activities. However, the Plan may disclose your health information to health care providers who request it in connection with your treatment.

PAYMENT means activities related to the Plan's payment to you or your health care provider for covered expenses.

Activities associated with payment include, but are not limited to:

- Enrollment activities (including verification of eligibility and collection of your contributions)
- Verification of information submitted in connection with claim for reimbursement
- Payments made to you by the Plan as reimbursement for certain medical expenses

HEALTH CARE OPERATIONS includes, but is not limited to, the following:

- Activities undertaken to reduce overall health care costs
- Conducting or arranging for medical review, legal services, and auditing functions
- Fraud and abuse detection and compliance-related activities
- Business planning and development
- Analysis related to managing and operating the Plan
- Development or change of payment methods or coverage policies
- Educational activities

Pursuant to Applicable Federal Law

There Are Several Other Uses and Disclosures The Plan May Make Without Your Specific Authorization.

1. DISCLOSURES TO THE PLAN'S THIRD-PARTY ADMINISTRATOR. The Plan has authorized a third-party administrator ("TPA") to handle payment of claims and related matters on its behalf. As a condition of such authorization, the Plan requires the TPA to treat any and all protected health information it receives concerning Plan participants and dependents in a manner consistent with this Notice and appropriate state and federal regulations, and to afford participants those rights identified in this Notice.

2. DISCLOSURES OF PROTECTED HEALTH INFORMATION TO YOUR EMPLOYER. The Plan is sponsored by your employer, and the Plan's operations are conducted by certain employees of your employer. Thus, the Plan must disclose health information to these employees for the purposes of the Plan's payment activities and health care operations. Under no circumstances shall such information be used for purposes of making decisions relating to your employment. Please see your group health plan document for a full explanation of the limited uses and disclosures that your employer may make of your health information in providing plan administration. As a condition of disclosing any health information to your employer, the Plan has obtained from the employer certain assurances concerning the manner in which such information will be handled by your employer, including restrictions on access and safeguards.

3. DISCLOSURES TO YOUR FRIENDS AND FAMILY MEMBERS. The Plan may disclose to a family member, a friend, or other persons you indicate are involved in your care or payment for your care, your health information that is directly relevant to their involvement. If you are present, the Plan will give you the opportunity to object before disclosing your health information to these persons. If you are incapacitated or in an emergency, the Plan may disclose your health information to these persons if the Plan determines that the disclosure is in your best interest.

4. CREATION OF DE-IDENTIFIED HEALTH INFORMATION. The Plan may use your protected health information to create de-identified health information. This means that all data items that would help identify you, such as name, address, birth date, and hire date are removed or modified. This would allow analysis of health plan information without the analyst knowing who the data refers to. Once information is de-identified it is no longer protected.

5. FURNISHING DATA TO BUSINESS ASSOCIATES. The Plan's Business Associates (*e.g.*, brokers, legal counsel, and consultants) receive and maintain your protected health information to carry out payment and health care operations.

6. USES AND DISCLOSURES REQUIRED BY LAW. The Plan will use and/or disclose your protected health information when required by law to do so.

7. DISCLOSURES FOR PUBLIC HEALTH ACTIVITIES. The Plan may disclose your protected health information for the following public health activities:

- To a public health authority that is authorized by law to collect data for the purpose of preventing or controlling disease, injury, or disability.
- To a public health authority or other appropriate government authority authorized by law to receive reports of child abuse or neglect.
- To a person who may have been exposed to a communicable disease if such disclosure is permitted by law.

8. DISCLOSURES ABOUT VICTIMS OF ABUSE, NEGLECT OR DOMESTIC VIOLENCE. The Plan may disclose your protected health information to a government authority if the Plan reasonably believes you are a victim of abuse, neglect, or domestic violence. Such disclosure will be made only (i) to extent required by law, (ii) with your agreement, or (iii) as expressly authorized by statute or regulation.

9. DISCLOSURES FOR HEALTH OVERSIGHT ACTIVITIES. The Plan may disclose your protected health information to a health oversight agency for oversight activities. The disclosure must be authorized by law and could include audits; civil, administrative, or criminal investigations; inspections; licensure or disciplinary actions; civil, administrative, or criminal proceedings or actions. It could also include other activities necessary for appropriate oversight of the health care system or entities subject to civil rights laws for which health information is necessary for determining compliance.

10. DISCLOSURES FOR JUDICIAL AND ADMINISTRATIVE PROCEEDINGS. Your protected health information may be disclosed by the Plan during any judicial or administrative proceeding if it is:

- In response to an order of a court or administrative tribunal and includes no more information than that required to satisfy the order; or
- In response to a subpoena, discovery request, or other lawful process not accompanied by an order and the party seeking information has made reasonable efforts to inform you of its actions.

11. DISCLOSURES FOR LAW ENFORCEMENT PURPOSES. The Plan may disclose your protected health information to a law enforcement official as required by law or in compliance with:

- A court order, court-ordered warrant, a subpoena, or summons issued by a judicial officer;
- A grand jury subpoena; or
- An administrative request related to a legitimate law enforcement inquiry.

12. DISCLOSURES REGARDING VICTIMS OF A CRIME. In response to a law enforcement official's request, the Plan may disclose information about you with your approval. The Plan may also disclose information in an emergency situation or if you are incapacitated, if it appears you were the victim of a crime.

13. DISCLOSURES TO AVERT A SERIOUS THREAT TO HEALTH OR SAFETY. The Plan may disclose your protected health information to prevent or lessen a serious and imminent threat to the health and safety of a person or the public or as necessary for law enforcement authorities to identify or apprehend an individual.

14. DISCLOSURES FOR SPECIALIZED GOVERNMENT FUNCTIONS. The Plan may disclose your protected health information as required to comply with governmental requirements for national security reasons or for protection of certain government personnel or foreign dignitaries.

USES AND DISCLOSURES REQUIRING YOUR AUTHORIZATION.

All other uses and disclosures of your health information will be made by the Plan or its agents only with your express written authorization. If you provide authorization for any use or disclosure of your protected health information, you may revoke that authorization, in writing, at any time. The revocation will not apply to any previous use or disclosure.

YOUR RIGHTS REGARDING YOUR HEALTH INFORMATION.

RIGHT TO INSPECT AND COPY. You have the right to inspect and copy health information collected and maintained by the Plan either directly or through its agents, including the third-party administrator. To inspect and copy your health information, you must complete a specific form providing information needed to process your request. To obtain this form or to obtain more information concerning this process, please contact the person identified on the first page of this Notice. If you request a copy of the information, the Plan may charge a fee for the costs of copying, mailing, or other supplies and services associated with your request. The Plan may require that you pay such fee prior to receiving the requested copies. The Plan may deny your request to inspect and copy in certain limited circumstances. If you are denied

access to health information, you may request that the denial be reviewed. The person conducting the review will not be the person who denied your request. The Plan will comply with the outcome of the review.

RIGHT TO REQUEST AMENDMENT. If you believe that the Plan's records or records maintained by the third-party administrator contain information about you which is incorrect or incomplete, you may ask us to amend the information.

You have the right to request an amendment for as long as the information is kept by or for the Plan.

To request an amendment, you must complete a specific form providing information the Plan needs to process your request, including the reason that supports your request. To obtain this form or to obtain more information concerning this process, please contact the person identified on the first page of this Notice.

The Plan may deny your request for an amendment if you fail to complete the required form in its entirety. In addition, the Plan may deny your request if you ask to amend information that:

- Was not created by the Plan, unless the person or entity that created the information is no longer available to make the amendment;
- Is not part of the health information kept by or for the Plan;
- Is not part of the information that you would be permitted to inspect and copy; or
- Is accurate and complete.

If your request is denied, you will be informed of the reason for the denial and will have an opportunity to submit a statement of disagreement to be maintained with your records.

RIGHT TO AN ACCOUNTING OF DISCLOSURES. You have the right to request an "accounting of disclosures." This is a list of the disclosures the Plan and its agents, including the third-party administrator, has made of health information about you, with certain exceptions specifically defined by law. To request this list or accounting of disclosures, you must complete a specific form providing information the Plan needs to process your request. To obtain this form or to obtain more information concerning this process, please contact the person identified on the first page of this Notice.

Your request must state a time period which may not be longer than six years and may not include dates before April 14, 2004. Your request should indicate in what form you want the list (for example, on paper, electronically). The first list you request within a 12 month period will be free. For additional lists, the Plan may charge you for the costs of providing the list.

The Plan will notify you of the cost involved and you may choose to withdraw or modify your request at that time before any costs are incurred.

RIGHT TO REQUEST RESTRICTIONS. You have the right to request a restriction or limitation on the health information the Plan or its agents use or disclose about you for treatment, payment, or health care operations. You also have the right to request a limit on the health information the Plan or its agents disclose about you to someone who is involved in your care or the payment for your care, like a family member or friend.

THE PLAN IS NOT REQUIRED TO AGREE TO YOUR REQUEST. It is the Plan's general policy to deny these requests because the Plan does protect your health information adequately. If the Plan does agree to a restriction, and so notify you in writing, the Plan will comply with your request unless the information is needed to provide you emergency treatment.

To request restrictions, you must complete a specific form providing information the Plan needs to process your request. To obtain this form or to obtain more information concerning this process, please contact the person identified on the first page of this Notice.

RIGHT TO REQUEST ALTERNATIVE METHODS OF COMMUNICATION. You have the right to request that the Plan or its agents communicate with you concerning matters relating to the Plan in a certain way or at a certain location. For example, you can ask that the Plan only contact you at work or by mail. To request an alternative method of communication, you must complete a specific form providing information needed to process your request. To obtain this form, or to obtain more information concerning this process, please contact the person identified on the first page of this Notice. The Plan will not ask you the reason for your request. The Plan will accommodate all reasonable requests. Your request must specify how or where you wish to be contacted.

RIGHT TO A PAPER COPY OF THIS NOTICE. You have the right to a paper copy of this notice. You may ask us to give you a copy of this notice at any time. To obtain a paper copy of this notice, contact the person identified on the first page of this Notice.

COMPLAINTS.

If you believe your rights with respect to health information about you have been violated by the Plan or its agents, including the third-party administrator, you may file a complaint with the Plan or with the Secretary of the Department of Health and Human Services. To file a complaint with the Plan, contact the person identified on the first page of this Notice. All complaints must be submitted in writing. **You will not be penalized for filing a complaint.**

The effective date of this Notice is April 14, 2004. The Plan reserves the right to change the terms of this notice and to make the revised notice effective with respect to all protected health information regardless of when the information was created.

Drug Free Workplace and Schools

The possession, use, sale, distribution, or being under the influence of controlled substances and/or alcohol by school employees at school; on, in, or while utilizing school property; or at school sponsored activities, programs, or events is prohibited.

Employee Conduct

As a condition of continued employment in the district, all employees shall abide by the terms of this policy. Employees shall not manufacture, distribute, dispense, possess, use, and/or be under the influence of illicit drugs, controlled substances, and/or alcoholic beverages at school; on, in, or while utilizing school property; or at school sponsored activities, programs, or events.

Possession, use, and/or being under the influence of a controlled substance by an employee for the purposes of this policy shall only be permitted if such substance was:

1. Obtained directly from, or pursuant to a valid prescription or order, issued to such employee from a person licensed by the state to dispense, prescribe, or administer controlled substances; and
2. Used, if at all, in accordance with label directions.

Compliance with the terms of this policy is mandatory. Employees who are found violating the terms of this policy will be reported to the appropriate law enforcement officers. Additionally, an employee who violates the terms of this policy may be subject to any or all of the following sanctions:

1. Short term suspension with pay;
2. Short term suspension without pay;
3. Long term suspension without pay;
4. Required participation in a drug and alcohol education, treatment, counseling, or rehabilitation program;
5. Termination or nonrenewal of employment relationship.

If the administration of USD 265 suspects a violation of this policy, the employee in question shall immediately participate in a blood, urine, or breathe test to determine if a violation has occurred. Refusal of such test by the employee will be grounds for immediate termination.

Prior to applying sanctions under this policy, employees will be afforded any due process rights to which they are entitled under their contracts or the provisions of Kansas law. Nothing in this policy is intended to diminish the right of the district to take any other disciplinary action. This policy is not intended to change any right, duty, or responsibilities in the current negotiated agreement.

If it is agreed that an employee shall enter into and complete a drug education or rehabilitation program, the cost of such program will be borne by the employee. A list of area drug and alcohol counseling and rehabilitation programs, along with names and addresses of contact persons for the programs, is on file with the board clerk.

Employees are responsible for contacting the directors of the programs to determine the cost and length of the program and for enrolling in the programs. If participation in such a program is required as a condition of continued employment, copies of any documentation related to enrollment in and attendance in such program shall be made available to the board and/or administration upon request.

A copy of this policy shall be provided to all employees.

Tobacco Policy

District property is to be tobacco free. The board believes that a tobacco free policy is important in establishing an appropriate learning and working environment for students, teachers and the public. The use of tobacco products in any form and/or electronic cigarettes is prohibited at all times in or on all district real (including parking lots) or personal property (including vehicles) whether owned, leased or rented, or at any school sponsored event. An employee who violates the terms of this or any other tobacco policy shall be subject to the following disciplinary action:

First Violation: Written reprimand

Second Violation: Three-day suspension without pay 14

Third Violation: Nonrenewal or termination from employment

Nothing in this policy is intended to diminish the right of the district to take any other disciplinary action, which is provided for in Kansas law, district policies, or the negotiated agreement.

Confidentiality

We are obligated by law to protect students' right to privacy by keeping all information related to students' education records confidential. We cannot discuss a student's academic progress or behavior with anyone other than his or her legal guardian, unless otherwise allowed under state or federal law. *Reference Family Educational Rights and Privacy Act (FERPA) and BOE Policy JR, JRA-R, JRB*

Family Educational Rights and Privacy Act (FERPA)

The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) is a Federal law that protects the privacy of student education records. The law applies to all schools that receive funds under an applicable program of the U.S. Department of Education.

FERPA gives parents certain rights with respect to their children's education records. These rights transfer to the student when he or she reaches the age of 18 or attends a school beyond the high school level. Students to whom the rights have transferred are "eligible students."

Parents or eligible students have the right to inspect and review the student's education records maintained by the school. Schools are not required to provide copies of records unless, for reasons such as great distance, it is impossible for parents or eligible students to review the records. Schools may charge a fee for copies.

Parents or eligible students have the right to request that a school correct records that they believe to be inaccurate or misleading. If the school decides not to amend the record, the parent or eligible student then has the right to a formal hearing. After the hearing, if the school still decides not to amend the record, the parent or eligible student has the right to place a statement with the record setting forth his or her view about the contested information.

Generally, schools must have written permission from the parent or eligible student in order to release any information from a student's education record. However, FERPA allows schools to disclose those records, without consent, to the following parties or under the following conditions (34 CFR § 99.31):

- School officials with legitimate educational interest;
- Other schools to which a student is transferring;
- Specified officials for audit or evaluation purposes;
- Appropriate parties in connection with financial aid to a student;
- Organizations conducting certain studies for or on behalf of the school;
- Accrediting organizations;
- To comply with a judicial order or lawfully issued subpoena;
- Appropriate officials in cases of health and safety emergencies; and
- State and local authorities, within a juvenile justice system, pursuant to specific State law.

Schools may disclose, without consent, "directory" information such as a student's name, address, telephone number, date and place of birth, honors and awards, and dates of attendance. However, schools must tell parents and eligible students about directory information and allow parents and eligible students a reasonable amount of time to request that the school

not disclose directory information about them. Schools must notify parents and eligible students annually of their rights under FERPA. The actual means of notification (special letter, inclusion in a PTA bulletin, student handbook, or newspaper article) is left to the discretion of each school.

For additional information or technical assistance, you may call (202) 260-3887 (voice). Individuals who use TDD may call the Federal Information Relay Service at 1-800-877-8339. Or you may contact:

Family Policy Compliance Office, U.S. Department of Education
400 Maryland Avenue, SW; Washington, D.C. 20202-4605

Child Abuse/Neglect Reporting

Any district employee who has reason to know or suspect a child has been injured as a result of physical, mental or emotional abuse or neglect or sexual abuse, shall promptly report the matter to the local Kansas Department for Children and Families (DCF) office or to the local law enforcement agency if the DCF office is not open. Employees may file a report of suspected abuse anonymously to either DCF by phoning 1-800-922-5330 or to local law enforcement officials. The Code for Care of Children also provides civil immunity from prosecution if the report is made in good faith.

The employee making the report will not contact the child's family or any other persons to determine the cause of the suspected abuse or neglect.

DCF or Law Enforcement Access to Students on School Premises

The building principal shall allow a student to be interviewed by DCF or law enforcement representatives on school premises to investigate suspected child abuse and shall act as appropriate to facilitate the agency's access to the child and to protect the student's interests during the process. State law grants the investigating agency the authority to determine whether a school employee may be present while the interview is being conducted, taking into account the child's best interests. If asked to sit in on the interview by the agency representative conducting it, the building principal or designee thereof shall oblige such request in order to provide comfort to the child throughout the process and to facilitate the investigation.

Cooperation between School and Agencies

Principals shall work with DCF and law enforcement agencies to develop a plan of cooperation for investigating reports of suspected child abuse or neglect. To the extent that safety is not compromised, law enforcement officers investigating complaints of suspected child abuse or neglect on school property shall not be in uniform.

Reporting Procedure

The employee shall promptly report to the local DCF office or law enforcement if DCF is closed. It is recommended the building administrator also be notified after the report is made.

If the building principal has been notified, the principal shall immediately notify the superintendent that the initial report to DCF has been made. If appropriate, the principal may confer with the school's social worker, guidance counselor or psychologist. At no time shall the principal or any other staff member prevent or interfere with the making of a suspected child abuse report.

If available, the following information shall be given by the person making the initial report: name, address and age of the student; name and address of the parents or guardians; nature and extent of injuries or description of neglect or abuse; and any other information that might help establish the cause of the child's condition.

Any personal interview or physical inspection of the child by any school employee shall be conducted in an appropriate manner with an adult witness present.

State law provides that anyone making a report in good faith and without malice shall be immune from any civil liability that might otherwise be incurred or imposed.

Faculty Meetings

Faculty meetings shall be held at the discretion of the building principal. The Superintendent or District Office staff may ask the certified teaching staff to come together at various times during the year.

Working Day

The length and conditions of the working day are covered in the Negotiated Agreement.

Weather - Possibilities of No School

There will be days during the year when the weather may be severe enough to close school. An attempt will be made to determine the severity of the weather early in the morning. The radio/TV stations will announce the decision, if it is decided that school is canceled. A "calling tree" may be developed at each building to facilitate informing all staff of school closings and school emergency situations. All employees will be contacted through Sky Alert.

Teacher Absence Due to Inclement Weather

Individual teachers who are unable to render services when USD 265 is in session, because of road conditions or inclement weather, will have a reduction in salary of 1/181th of their salary for each day missed if they have no personal leave available for use.

School Transportation

School personnel wishing to use school transportation must submit a request form to the director of transportation, through the building principal, or activities director, no later than five days before the desired date. The use of personal vehicles for school business and mileage reimbursement is discouraged, however, should it be necessary, school personnel should fill out a Request to Use Personal Transportation for School Business form, which must be approved by the Superintendent or Finance Director.

Activity Accounts

The principal is directly responsible for all expenditures from the activity account. The purchase must have his/her given approval preceding the purchase. The principal will issue a purchase order whenever approval has been given. Anyone deviating from this procedure will have to stand the cost of that particular purchase.

Courtesy Passes

Teachers may request a courtesy pass. The pass will admit the employee, their spouse, and children to all home school functions. The complimentary passes are non-transferable and will admit school-age children only. This does not include any KSHSAA sponsored tournaments or events.

Staff-Student Relations

Staff members shall maintain professional relationships with students which are conducive to an effective educational environment. Staff members shall not submit students to bullying, harassment, or discrimination prohibited by board policy. Staff members shall not have any interaction of a romantic and/or sexual nature with any student at any time regardless of the student's age or consent.

Staff Use of Communication Devices

The board 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” is defined to include all portable devices that send or receive calls or text messages, allow the retrieval of email, or provide access to the Internet. Communication devices shall include, but may not be limited to cell phones, smart phones, iPads, and tablets.

“Use/Using” for the purposes of this policy mean answering 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; accessing social media websites; playing games on such device; 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 and the provision of academic instruction are priorities in the district, and employees who are responsible for supervising and/or providing academic instruction to students must concentrate on these tasks at all times. Employees shall not use communication devices when they are responsible for supervising students or when their doing so interrupts or interferes with classroom instruction unless any of the following conditions occurs:

The device is being used to instruct the students being supervised at the time;

The use is necessary to the performance of an employment-related duty;

The employee has received specific and direct permission from a supervisor to do so; or
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:

Driving district-provided vehicles;

Operating a vehicle in which a student is being transported when the transportation is provided as part of the employee's job; or

Supervising students who are entering or exiting a vehicle, crossing thoroughfares, or are otherwise attempting to safely reach their destinations.

Even in emergency situations, employees should first take all possible safety precautions before using communication devices. Employees are subject to local, state, and federal laws governing use of cell phones while driving and will be solely responsible for all traffic violation liabilities resulting from their use of a phone while driving.

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. Staff members electing to use district communication devices for personal reasons will be subject to income tax liability for such benefit.

Staff Bring Your Own Device Policy

Use of employees' personal communication devices during work hours shall be restricted to classroom or work-related activities. Such personal communication devices may only be used by the staff member and are not for student use. The security of personal computing devices is solely the responsibility of the staff member. Any loss resulting from damage or theft of personal communication devices in the school setting is not the responsibility of the district.

Computer and Device Use

Use of District Computers and Devices/Privacy Rights

District issued computer systems and electronic devices (including, but not limited to, Smartboards, iPads, iTouches, iPhones, eReaders, and eBooks) are for educational and professional use only. All information created by staff or stored thereon shall be considered district property and shall be subject to unannounced monitoring by district administrators. Unauthorized access to and/or unauthorized use of the district server or security system (including, but not limited to, surveillance footage) is also prohibited. The district retains the right to discipline any student, up to and including expulsion, and any employee, up to and including termination, for violation of this policy.

Copyright

Software acquired by staff, using either district or personal funds, and installed on district computers or electronic devices must comply with copyright

laws. Proof of purchase (copy or original) for software must be filed in the district office.

Installation

No software, including freeware and shareware, or other applications may be installed on any district computer or electronic device until cleared by the network administrator. The administrator will verify the compatibility of the software or application with existing software, hardware, and applications and prescribe installation and de-installation procedures. Program files must have the superintendent's approval to be installed on any district server or computer.

Hardware

Staff shall not install unapproved hardware on district computers or make changes to software settings that support district hardware.

Audits

The administration may conduct periodic audits of software and applications installed on district equipment to verify legitimate use.

E-mail Privacy Rights

Employees and/or students shall have no expectation of privacy when using district e-mail or other official communication systems. Any e-mail or computer application or information in district computers, computer systems, or electronic devices is subject to monitoring by the administration.

Ownership of Employee Computer and Device Materials

Computer materials, devices, software, or applications created as part of any assigned district responsibility or classroom activity undertaken on school time shall be the property of the board.

Lost, Stolen, or Damaged Computers and/or Equipment

Students and staff members shall be responsible for reimbursing the district for replacement of or repair to district issued computers or electronic devices which are lost, stolen, or damaged while in the students' or staff members' possession.

Approved: 01/2016

Social Media

Social media are powerful communications tools that have a significant impact on organizational and professional reputations. Because they blur the lines between personal voice and institutional voice, Goddard School District has established the following guidelines to help clarify how best to enhance and protect personal and professional reputations when participating in social media for professional use.

- **Professional Social Media Accounts**
 - Professional (school use) social media accounts must be approved by the building Administrator or employee's supervisor.
- **Responsibility:**
 - Employees using social media are responsible for their words and actions.
- **Protect confidential and proprietary information:**
 - Do not post confidential or proprietary information. This includes information that may become public, but has not yet been announced or posted.
 - Employees who share confidential information do so at the risk of disciplinary action. • Federal requirements such as FERPA (Family Educational Rights and Privacy Act), HIPPA (Health Information Privacy Protection Act) and COPA (Children's Online Privacy Act) as well as state regulations apply to social media use.
- **Respect copyright and fair use:**
 - When posting, be mindful of copyright and intellectual property rights.
- **Don't use Goddard School District images for endorsements:**
 - Do not use any Goddard school or district name, logo or image to promote a product, cause, or political party or candidate.
- **Terms of service:**
 - Obey the Terms of Service of any social media platform employed.
- **Think twice before posting:**
 - Privacy does not exist in the world of social media.
 - Consider what could happen if a post becomes widely known and how that may reflect both on you and the school district.
- **Use good judgment:**
 - Remember that what you write is public. You should always assume that it will be read by the board of education, superintendent, principals, co-workers, parents, students, the school community, and the attorney for the person who doesn't like you. Ask yourself if you are comfortable with all of these people reading what you plan to post.

- Be careful that what you write would not impair your ability to work with your co-workers, students, parents or other members of the school community.
- If you have identified yourself as a Goddard School District staff member on your site, anything you post reflects on your school district position. It should be clear that the views expressed on your site are not necessarily those of Goddard USD 265.
- Remember that what you write, even if retracted, is archived and can be with you longer than you might expect.
- Be aware that a presence in the social media world is or easily can be made available to the public at large. This includes students, employers, colleagues, and peers. Consider this before publishing.

➤ **Be respectful:**

- Don't use ethnic slurs, personal insults, obscenity, or engage in conversation that would not be acceptable in our workplace.
- Remember that frustrations are best expressed in person. Sarcasm does not usually translate well, so be careful how you use humor.

➤ **Strive for accuracy:**

- Get the facts straight before posting them on social media.
- Review content for grammatical and spelling errors. This is especially important if posting on behalf of a school or the school district.

➤ **Inappropriate content:**

- If you discover inappropriate content or content that is disrespectful, contact your principal or supervisor immediately.

Camera Use

Cameras shall not be used in such a fashion as to inappropriately invade the privacy of others. No camera shall be used in any restroom, dressing area or locker room without the consent of those being photographed.

Cameras shall not be used to record confidential material without consent. Cameras shall include any device capable of taking, storing, transmitting or viewing pictures or images.

Reports and Student Report Cards

The electronic student data software system is the official student record system for grades and attendance for the district. As such, it falls under the same confidentiality laws as any hard copy grade or student record keeping system, including the Family Educational Rights and Privacy Act (FERPA). Staff is to keep these records up to date and accurate. Under no circumstance is a student to have access to electronic records or be allowed to enter data.

Assessment scores, including the Kansas State assessment scores, fall under FERPA. Information about the student's scores may be shared with other staff members who have a proper educational interest in examining the information.

Teachers are responsible for keeping the teacher electronic grade book up to date with assignments, due dates and grades. It is the expectation that certified staff update electronic grade books weekly. Such information is available to parents through the parent information system in "SKYWARD," which serves to communicate with parents.

Lesson Plans

Every teacher will be required to complete lesson plans to the satisfaction of the principal.

Fund Raising - Collection of Money, Etc.

It shall be a set policy of the school that no pupil or organization of the school shall solicit citizens in the name of the school or of any organization of the school for the purpose of raising funds or securing contributions without consulting the principal.

Student Health

Each teacher has a responsibility to his/her pupils to prevent them from needless exposure to disease. This involves observation of the child in the classroom and requires adherence to health department regulations when excluding or re-admitting a child to school in the case of a contagious disease.

Any child that is suspected of being ill or having a communicable disease should be reported to the school nurse immediately. The child will be isolated from other students and parents notified by the school nurse. Sick children will not be sent home unaccompanied by an adult, or without notification of parent or guardian.

The school nurse is available for follow-up on health related problems of students and will act as resource person for health education.

Medication Policy - Prescription Medications

Under certain conditions, prescribed medication may be given during school hours by the school nurse or nurse-designated person. This can be done only upon written request from both the parent or guardian and the attending physician. If at all possible, medication should be taken prior to coming to school or after leaving school under parental supervision. It is the responsibility of the parent/guardian to have given the initial dose of medication to the child to assure there will be no adverse reaction. Prescription medication must be brought to school in the prescription container and it is the responsibility of the parent/guardian to assure that the medication and dosage in the container is the same as identified on the affixed prescription label.

The following information must be listed on the label: Name of student, prescription number, name of medication and strength, date prescription was filled, prescribing physician's name, when applicable the expiration date and storage directions. A Request to Administer Medication at School Form must be completed and will require parental and physician signatures and telephone numbers.

Building administrators may choose to discontinue the administration of medication if the administrator first notifies the parents or medical person with an explanation in advance of the date of discontinuance.

Medication Policy - Non-Prescription Drugs

Non-prescription drugs and over-the-counter medications may be taken at school with parental permission. It is the responsibility of the parent/guardian to assure that the medication sent to school is the correct medication. The medication must be in its original container and the following written instructions to the nurse or designated school employee must be included with the medication: name of student, name of medication, dosage, time, expiration date, and reason for medication.

A school employee who administers the medication in accordance with authorized physician instructions and/or parent/guardian instructions, and BOE Policy shall not be liable for damages resulting from adverse reactions. In the event of adverse reaction, the student will be treated according to standard emergency care guidelines.

The public school or public school employees shall not provide students with any over the counter medication. Deciding whether any drug is needed is a form of diagnosis, and dispensing medication is a form of treatment. Any school personnel, including school nurses, shall not practice unauthorized administration of unprescribed medications.

Accident Report

An accident report form must be filed with the building office when an accident requires a doctor's attention or results in loss of one-half day or more of school time. The form may be secured from the school nurse; it must be completed, and returned to the building principal. The school nurse will keep a copy of the report on file.

Student Supervision

During the periods when students are under teacher supervision, the teacher shall direct their play and supervise their activity to the point that safety is insured and fair play is in practice at all times.

BOE policy states that students will be under supervision of appropriate personnel at all times when they are under the jurisdiction of the school. USD #265 staff are obligated by law to provide appropriate supervision of students. Failure to supervise in a reasonable and prudent manner, which results in circumstances of damage or injury, may be considered negligence.

Discipline

The following have been found to be good points to consider in working with students:

1. Be confident and professional at all times.
2. Be prepared and stay on task!
3. Keep your lesson and presentation interesting. Bored students often get into trouble, interested students seldom do.
4. Know when to assert yourself. Every experienced teacher (and every student) knows that in every democratically run classroom there is an invisible line beyond which students should not pass.
5. Know when to overlook. Don't seek trouble. Overlook small things that are unintentional and do not matter.
6. Do not bluff. Students are quick to see through and lose respect for the teacher who continually threatens but who does nothing about pupil misbehavior.
7. Be fair and consistent. Don't suppress certain pupils' actions one day, and tolerate them the next.
5. Do not pretend that you know everything. Your students know that you are not infallible, and will respect you if you say, "I don't know, let's look it up."
9. Get to know your students. A series of after-school conferences with an interested, understanding teacher can do much to help nonconformist students find and accept themselves. (You may keep students in after school and off the bus. Please notify the principal of this when it happens. We recommend not doing this any more than necessary.)
10. Keep your sense of humor. The teacher who combines firmness with a sense of humor to fit the occasion is hard to beat.
11. The principal can help. There is a stigma attached in being sent to the principal's office so do not send students so often that the effect is lost. Better yet—confer with the principal about discipline problems and let him/her call youngsters to the office for a conference.
12. Discipline in the halls. All teachers must assume the responsibility of maintaining order in the halls between classes. Watch for, and be ready to cope with, any problem that might arise.

In order to establish adequate classroom control, good teachers realize that modern discipline, which emphasizes self-control and self-direction, is one of the most difficult things a child must learn to master in our changing, complex social framework. Leading educators state that good teachers realize that any contribution they make toward a student's development depends largely on their skill in managing pupils in a manner that conforms to a psychology of the development of self-discipline.

Adequate Classroom Control Involves:

1. Providing a learning situation that is free from serious distractions.
2. Establishing and maintaining respect for authority in the classroom.
3. Attempting to develop student ideals, interests, and skills that contribute to self-control and good citizenship.
4. Presenting a dynamic, but not dominating, sympathetic, and pleasing teacher personality to pupils.
5. Modeling appropriate behavior for all students.

How can a teacher provide this kind of learning situation? By realizing that problems will not occur if they are not allowed to develop. Avoid confusion; early in the school term discuss with students the standards you expect.

Punishment

Corporal punishment is prohibited by Board of Education policy.

Resignations

A teacher must sign a contract prepared by the Superintendent and approved by the Board of Education to indicate his/her acceptance of a position. Failure to sign such contract by the time designated therein shall render such contract null and void and of no effect.

In accordance with the continuing contract law, the Board of Education shall give written notice by the 3rd Friday in May to any teacher whom it does not wish to re-employ. Teachers shall notify the Board of Education, within 14 days after the 3rd Friday in May through the Superintendent of Schools, of their intent not to remain in the system.

A certified employee who has signed a contract and accepted a teaching position in the district for the coming year, or who has not resigned by the continuing contract notice deadline, may not be released from that contract to accept another position until a competent replacement has been contracted, or unless the Board of Education believes the resignation will be in the best interest of USD 265.

In the event the teacher terminates employment in USD 265 without compliance with Board of Education policy, the Board of Education may contact the Professional Practices Commission.

K.S.A. 72-5412. Contracts bind both teachers and board of education; suspension of license, when all contacts shall be binding on both the teacher and board of education of the school district until the teacher has been legally discharged from such teacher's teaching position or until released by the board of education from such contract.

Until such teacher has been discharged or released, such teacher shall not have authority to enter into a contract with the board of education of any school district for any period of time covered in the original contract.

If upon written complaint, signed by 2/3 of the members of the board of education of the school district, any teacher who is reported to have entered into a contract with another school or board of education without having been released from such former contract, or for other reasons fails to fulfill the provisions of such contract, such teacher, upon being found guilty of such charge at a hearing held before the state board of education, may have such teacher's license suspended for the remainder of the term for which such contract was made. The hearing before the state board shall be conducted in accordance with the provisions of the Kansas administrative procedure act.

Sick Leave

Any sick leave that extends five or more days, for the same sickness or disability, or any surgical procedures requiring time off from the job, require a medical doctor's statement before returning to work. Forms are available from the District Office.

Upon termination or resignation of employment, unused sick leave shall not be compensated and will be forfeited.

Personal Leave

Upon termination or resignation of employment, unused personal leave shall not be compensated and will be forfeited.

Certified & Classified Sick Leave Bank

The certified and classified sick leave bank shall be maintained for use by all employees **outside of the teachers bargaining unit (Certified teaching staff should refer to the negotiated agreement for information regarding the teaching staff sick leave bank.)** A separate sick leave bank is included in the Negotiated Agreement for certified teaching staff members. Membership shall include administrators, directors, counselors, police officers, nurses, and all members of the classified staff. Participation in the certified and classified sick leave bank shall be strictly voluntary.

The Business Affairs Office for the district shall be responsible for the accounting of the sick leave bank and will provide an accounting of the accumulated days in the sick leave bank when requested.

The Assistant Superintendent for Human Resources and the Finance Director shall appoint a sick leave bank committee. The committee shall abide by the rules for the sick leave bank as set forth below. The committee shall be made up of one member from the maintenance, transportation, food service, and technology departments. In addition there will be one member on the committee selected from the district secretaries, one member selected from the district para-educators, one member selected from the directors, and one member selected from the building level administrative team. The Assistant Superintendent for Human Resources and the Finance Director shall serve as the committee co-chairs.

By-Laws of Certified & Classified Sick Leave Bank

1. The sick leave bank will be administered by the USD 265 Business Affairs Department.
2. Administrators, directors, counselors, police officers, nurses, and all members of the classified staff will have the opportunity to participate in the certified and classified sick leave bank. Participation is strictly voluntary.
3. All employees eligible to join the certified and classified sick leave bank will voluntarily make an initial contribution to the sick leave bank. A certified employee shall donate one day, a full-time classified employee shall donate 8 hours (equivalent to one day), and a part-time classified employee shall donate the number of hours they normally work in a single day.
4. A member of the Sick Leave Bank may request time from the Sick Leave Bank in response to a personal illness or injury. An employee may not request time from the Sick Leave Bank to care for or in response to an illness or injury of a family member.
5. An employee may draw time from the sick leave bank only after they have exhausted their accumulated sick leave.
6. No employee will be granted more than five (5) days from the sick leave bank in response to a request. No employee may make more than three (3) requests during any school year unless the Sick Leave Bank Committee declares the employee's circumstances an emergency. An emergency shall be defined as a critical and protracted illness or injury afflicting the employee.
7. A sick leave bank contribution form will be distributed to all employees eligible for membership in the certified and classified sick leave bank. The form will be distributed at the beginning of the school year and employees eligible for membership in the sick leave bank shall have until the Tuesday following the Labor Day weekend to submit their contribution form. Whenever the number of days (hours) within the sick leave bank falls below 50 days (400 hours) each employee who is an active member of the sick leave bank will be asked to contribute additional time. The request for an additional time during the school year shall be strictly on a volunteer basis. Membership in the sick leave bank will not be adversely affected if the active member chooses not to donate additional time. Newly hired certified employees are eligible to enroll in the sick leave bank on the date they are hired. Newly hired classified employees are not eligible to use sick leave benefits until they have worked for a period of 6 months. The classified employee would have the option of joining the sick leave bank after reaching 6 months of employment.
8. A form will be distributed upon request to any employee who has met the requirements for membership in the sick leave bank. This form only can be used to request time from the Sick Leave Bank. Contact the Office for Human Resources to request a copy of the form. The Sick Leave Bank Committee shall review each request and make a decision to approve or disapprove the request. The decision of the Sick Leave Bank Committee shall be final. A member who makes a request to use time from the Sick Leave Bank shall be guaranteed (at the minimum) to receive an amount of days (hours) equal to that which they have donated to the Sick Leave Bank.
9. The sick leave bank shall be considered to be full when it holds a total of 500 days (4000 hours) of time. No additional days (hours) will be accumulated in the bank when this occurs except those received from new members. Until such time that the Sick Leave Bank total of days (hours) shall reach the maximum, an employee eligible to join the Sick Leave Bank shall be required to donate additional time to the Sick Leave Bank at the beginning of each new school year in order to maintain their active membership in the Certified and Classified Sick Leave Bank.
10. All members of the Sick Leave Bank Committee shall serve for a period of two years. No member of the Sick Leave Bank Committee shall serve for more than two years with the exception of the Finance Director and the Assistant Superintendent for Human Resources who shall serve as the Co-Chairs of the Sick Leave Bank Committee and shall be permanent members of the committee.
11. A request to change the Sick Leave Bank by-laws can only be made by a current member of the Sick Leave Bank. The request to change the Sick Leave Bank by-laws must be submitted to the Sick leave Bank Committee in writing. The Sick Leave Bank Committee shall meet to discuss the requested change to the by-laws. Seven (7) of the ten (10) members of the Sick Leave Bank Committee must vote in favor of the requested change before it will be presented to the current membership of the Certified and Classified Sick Leave Bank for a vote. If the request

to change does not receive seven (7) affirmative votes, it will not be presented to the membership for a vote. If the requested change does receive the necessary seven (7) votes, the change will be sent to the current membership for a vote. A simple majority of the current membership must vote in favor of the proposed change before it shall become an official part of the Certified and Classified Sick Leave Bank by-laws. (Example – If there are 300 members of the current Sick Leave Bank, a minimum of 151 members must vote to approve the suggested change before the by-laws will be modified.) Members of the Sick Leave Bank must vote and return their ballots within one (1) week from the date of distribution.

Board of Education-Employee Communications

All communications concerning school business from the Board of Education to employees and from employees to the Board of Education shall be made through the Superintendent of Schools or his/her designee.

Parent-Teacher Conferences

All schools will conduct Parent-Teacher Conferences twice during the school year.

Parents will be encouraged to meet with teachers by appointment. If this is not possible, appointments may be made by mutual agreement during the teachers planning period, or before and after school. These sessions should be limited to not more than 30 minutes. Teachers will schedule their own conferences beyond those regularly scheduled as a part of the teaching day.

Open House

Each school will hold one open house during the school year.

Certified Staff Evaluation

In order to insure a high quality of performance on the part of the certified employees of USD 265, a continuous program of teacher and administrator evaluation shall be established in the school district. The purpose of such evaluation shall be:

- To improve the instructional program of the school district.
- To provide a method of improvement for personnel in their jobs.

The Board of Education adopts the general philosophy that any evaluation system should be based upon the development of specific performance objectives.

The USD 265 Board of Education policy, in agreement with Kansas Statute 72, specifies that evaluations shall be made in writing and maintained in a personnel file. Employees in the first two consecutive school years of employment in the district shall be evaluated at least two times per year with each evaluation being completed before the 60th day of each semester, for the purpose of the duration of the 60 day period called for herein, the same shall start running on the first full day of classes in each semester. Employees in the third and fourth year of employment shall be evaluated at least one time each school year before February 15; and after the fourth year, employees shall be evaluated at least once every three years. After the fourth year, the Superintendent may direct evaluations to occur more than once in every three years.

Following an evaluation, at any time not later than two weeks after such presentation, the employee may respond thereto in writing. Each recipient of an evaluation must acknowledge receipt of such evaluation by his/her signature.

Except by order of a court of competent jurisdiction, evaluation documents and responses shall be available only to the evaluated employee, the board, the administrative staff making the same, the State Board of Education as provided in K.S.A. 72-7515, the board and the administrative staff of any school which such employee applies for employment, and other persons specified by the employee in writing to his/her board.

Each teacher will establish an Individual Development Plan which will include District and School staff development goals for instructional improvement.

A teacher who exhibits unsatisfactory performance or unprofessional activities will receive notification stating:

1. The area or areas that require improvement.

2. Recommended corrective action.
3. Appropriate time line schedule to correct performance.
4. Results if there is failure to implement corrective action

Evaluation

The Goddard Public Schools will use the McREL Teacher Evaluation Tool. All certified staff members will be evaluated under the McREL tool.

Employment of Teachers

The Superintendent will nominate teachers to fill all vacancies on the educational staff.

In the event the board decides to reduce the number of teachers positions, unless contrary to law, and unless good cause is otherwise shown, a tenured teacher may not be non-renewed due to reduction in force until all non-tenured teachers teaching subjects which the tenured teacher is qualified to teach are first terminated. The board shall not be required to rearrange teaching assignments to create several part-time positions in order to retain a tenured teacher. The board may decide to reduce the number in one area while increasing staff in another.

Teachers non-renewed, according to this provision shall be considered for employment with the district for vacancies that the teacher is qualified to teach, according to the teacher's license on file with the district. The consideration shall continue for a period of two years from the date of nonrenewal.

In the event the Board of Education gives written notice of intention to terminate the contract of a teacher pursuant to K.S.A. 72-5411 and following, the provisions of K.S.A. 72-5436 and the following shall be followed:

The Superintendent, or his/her designees, has the authority to assign all teachers to their respective positions in the district. The Superintendent reserves the right to reassign personnel in a manner that is in keeping with the best interests of the school district.

In case there is a teacher who is not to be offered a contract, such intention (in writing) will, as far as possible, be conveyed to that teacher immediately following the regular April meeting of the Board of Education. However, in any case, the Board of Education will finally be governed by the State Continuing Contract Law, which requires written notice to the teacher on or before May 1.

All professional employees (teachers, counselors, supervisors, and administrators) must hold a license recognized by the State Department of Education qualifying them for the position they hold.

No salaries can be allowed for persons whose license is not kept in force. **It is the responsibility of the certified employee to see that the proper license is issued and renewed as required, and on record with the district.**

State Statute 72-1390 makes it unlawful for the district to hire and pay employees with public monies when the individual is not properly certified in the state of Kansas.

Any elementary certified teacher (PreK-6) may be assigned to any elementary classroom for which their license qualifies them, if such an assignment is deemed by the district or school administration to be in the best interest of the school/district program.

Any secondary certified teacher (7-12) may be assigned to any secondary classroom for which their license qualifies them, if such an assignment is deemed by the district or school administration to be in the best interest of the school/district program.

Political Activity

It is in the best interest of the district and the community for staff members to participate in the political process.

Staff members shall not use school time or school property for the purpose of furthering the interests of any political party, the campaign of any political candidate or the advocacy of any political issue.

Staff members who intend to become candidates for political office may notify the superintendent of their declaration of candidacy.

A staff member who becomes a candidate for public office may apply to the board for a leave of absence without pay for the purpose of conducting a campaign. Leave may not be granted if the board determines that the leave would cause the employee to not perform their duties as contracted.

Staff members who are elected or appointed to a public office that restricts the employee's ability to complete contractual obligations shall be terminated.

Staff members holding public offices that in the judgment of the board are less than full time shall request unpaid leave from the superintendent at least one week in advance.

Safety Manual

Each Employee is responsible for reviewing the District Safety manual and for knowing the safety rules that their workplace.

From time to time there will be work place and work site safety directions from supervisors. These directions shall be constructed as equivalent to a **"Safety Rule or Regulation."**

Tuition Reimbursement

The professional staff will be paid up to \$700.00 annually for tuition toward graduate hours earned by staff for the express purpose of attaining a graduate degree. Ordinary hours for recertification will not count.

The process you need to follow to receive tuition reimbursement of up to \$700.00 annually is shown below:

1. Submit a signed copy of the "Letter of Acceptance" from the university admitting you into the Master's or doctoral program to the Office of Academic Affairs at the Central Office. Include a signed copy of your "Plan of Study". These documents must be on file in the Office of Academic Affairs prior to attending graduate classes.
2. Submit receipts to show the course(s) you are enrolled in and that you have paid for. The course(s) on your paid receipt must correspond with your "plan of study".
3. Upon completion of the course(s), submit a transcript/grade report showing the course(s) have been successfully completed. The last date to submit this information for the current school year is June 5.

NOTE: PAYMENTS MUST BE PROCESSED BEFORE THE CURRENT FISCAL YEAR BUDGET CLOSE OUT!! THE DISTRICT CANNOT PAY FROM PRIOR YEARS ONCE THE BUDGET IS CLOSED.

USD 265
Bullying Policy,
Harassment
Policies,
&
Complaint
Procedures

USD 265 Bullying Policy

The board of education prohibits bullying in any form either by any student, staff member, or parent towards a student or by a student, staff member, or parent towards a staff member on or while using school property, in a school vehicle or at a school-sponsored activity or event. For the purposes of this policy, the term “bullying” shall have the meaning ascribed to it in Kansas law.

The administration shall propose, and the board shall review and approve a plan to address bullying as prohibited herein. The plan shall include provisions for the training and education of staff members.

Staff members who bully others in violation of this policy may be subject to disciplinary action, up to and including suspension and/or termination. If appropriate, staff members who violate the bullying prohibition shall be reported to local law enforcement.

Sexual Harassment

Employees & Students

District responsibility is clear. It must take prompt, appropriate action to stop behavior and see to it that it does not reoccur. Information below from Office of Civil Rights-KASB.

A. OBLIGATION OF SCHOOL DISTRICTS

- Must provide students with non-discriminatory educational environment.
- When principal or teacher learns of possible sexual harassment discrimination:

Title IX requires the school to immediately investigate;
To take appropriate steps to end harassment;
To eliminate the effects of the harassment;
To prevent harassment from recurring.

B. POLICIES

- Schools must have well-published policies against discrimination based on sex, including sexual harassment discrimination.
- Schools must have effective and well-publicized procedures for student and families to raise and resolve issues.
- Take prompt and effective action to equitably resolve sexual harassment discrimination complaints.
- Required to designate at least one employee to coordinate and carry out Title IX responsibilities.

C. PREVENTATIVE STEPS TO IDENTIFY PROBLEMS

- Publicize and explain policy on sexual harassment.
- Define sexual harassment and distribute examples in employment and examples with students.
- Explain to students/staff how to voice complaints/concerns
- Explain what a staff member who notices or hears about sexual harassment should do:
 - Intervene to stop behavior;
 - Inquire/Question students;
 - Report to principal or “designee”;
 - Investigate;
 - Follow-up/Discipline closure
 -

Sexual Harassment

The board of education is committed to providing a positive and productive working and learning environment, free from discrimination on the basis of sex, including sexual harassment. Sexual harassment will not be tolerated in the school district. Sexual harassment of employees or students of the district by board members, administrators, certificated and support personnel, students, vendors, and any others having business or other contact with the school district is strictly prohibited.

Sexual harassment is unlawful discrimination on the basis of sex under Title IX of the Education Amendments of 1972, Title VII of the Civil Rights Act of 1964, and the Kansas Acts Against Discrimination. All forms of sexual harassment are prohibited at school, on school property, and at all school-sponsored activities, programs or events. Sexual harassment against individuals associated with the school is prohibited, whether or not the harassment occurs on school grounds. It shall be a violation of this policy for any student, employee or third party (visitor, vendor, etc.) to sexually harass any student, employee, or other individual associated with the school. It shall further be a violation for any employee to discourage a student or another employee from filing a complaint, or to fail to investigate or refer for investigation, any complaint lodged under the provisions of this policy. Violation of this policy by any employee shall result in disciplinary action, up to and including termination.

Sexual harassment shall include, but not be limited to, unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when: (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Sexual harassment may result from verbal or physical conduct or written or graphic material. Sexual harassment may include, but is not limited to: verbal harassment or abuse; pressure for sexual activity; repeated remarks to a person, with sexual or demeaning implication; unwelcome touching; or suggesting or demanding sexual involvement accompanied by implied or explicit threats concerning an employee's job status.

The district encourages all victims of sexual harassment and persons with knowledge of such harassment to report the harassment immediately. Complaints of sexual harassment will be promptly investigated and resolved.

Employees who believe they have been subjected to sexual harassment should discuss the problem with their immediate supervisor. If an employee's immediate supervisor is the alleged harasser, the employee should discuss the problem with the building principal or the district compliance coordinator. Employees who do not believe the matter is appropriately resolved through this meeting may file a formal complaint under the district's discrimination complaint procedure. (See KN Complaints received will be investigated to determine whether, under the totality of the circumstances, the alleged behavior constitutes sexual harassment under the definition outlined above. Unacceptable conduct may or may not constitute sexual harassment, depending on the nature of the conduct and its severity, pervasiveness and persistence. Behaviors which are unacceptable but do not constitute harassment may also result in employee discipline.

Any employee who witnesses an act of sexual harassment or receives a complaint of harassment from another employee or a student shall report the complaint to the building principal. Employees who fail to report complaints or incidents of sexual harassment to appropriate school officials may face disciplinary action. School administrators who fail to investigate and take appropriate corrective action in response to complaints of sexual harassment may also face disciplinary action.

Initiation of a complaint of sexual harassment in good faith will not adversely affect the job security or status of an employee, nor will it affect his or her compensation. Any act of retaliation against any person who has filed a complaint or testified, assisted, or participated in an investigation of a sexual harassment complaint is prohibited. Any person who retaliates is subject to immediate disciplinary action, up to and including termination of employment. To the extent possible, confidentiality will be maintained throughout the investigation of a complaint. The desire for confidentiality must be balanced with the district's obligation to conduct a thorough investigation, to take appropriate corrective action or to provide due process to the accused.

False or malicious complaints of sexual harassment may result in corrective or disciplinary action against the complainant.

A summary of this policy and related materials shall be posted in each district facility. The policy shall also be published in student, parent and employee handbooks as directed by the district compliance coordinator. Notification of the policy shall be included in the school newsletter or published in the local newspaper annually.

Racial and Disability Harassment

The board of education is committed to providing a positive and productive working and learning environment, free from discrimination, including harassment, on the basis of race, color, national origin, or disability. Racial and disability

harassment will not be tolerated in the school district. Racial or disability harassment of employees or students of the district by board members, administrators, certified and support personnel, students, vendors, and any others having business or other contact with the school district is strictly prohibited.

Racial harassment is unlawful discrimination on the basis of race, color or national origin under Titles VI and VII of the Civil Rights Act of 1964, and the Kansas Acts Against Discrimination. Disability harassment is unlawful discrimination on the basis of disability under Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act. All forms of racial and disability harassment are prohibited at school, on school property, and at all school-sponsored activities, programs or events. Racial or disability harassment against individuals associated with the school is prohibited, whether or not the harassment occurs on school grounds.

It shall be a violation of this policy for any student, employee or third party (visitor, vendor, etc.) to racially harass or harass on the basis of disability any student, employee, or other individual associated with the school. It shall further be a violation for any employee to discourage a student or another employee from filing a complaint, or to fail to investigate or refer for investigation, any complaint lodged under the provisions of this policy.

Violations of this policy by any employee shall result in disciplinary action, up to and including termination.

Harassment prohibited by this policy includes racially or disability-motivated conduct which:
Affords an employee different treatment, solely on the basis of race, color, national origin, or disability, in a manner which interferes with or limits the ability of the employee to participate in or benefit from the services, activities or programs of the school; is sufficiently severe, pervasive or persistent so as to have the purpose or effect of creating a hostile working environment; Is sufficiently severe, pervasive or persistent so as to have the purpose or effect of interfering with an individual's work performance or employment opportunities.

Racial or disability harassment may result from verbal or physical conduct or written or graphic material. The district encourages all victims of racial or disability harassment and persons with knowledge of such harassment to report the harassment immediately. Complaints of racial or disability harassment will be promptly investigated and resolved.

Employees who believe they have been subjected to racial or disability harassment should discuss the problem with their immediate supervisor. If an employee's immediate supervisor is the alleged harasser, the employee should discuss the problem with the building principal or the district compliance coordinator. Employees who do not believe the matter is appropriately resolved through this meeting may file a formal complaint under the district's discrimination complaint procedure. (See KN)

Complaints received will be investigated to determine whether, under the totality of the circumstances, the alleged behavior constitutes racial or disability harassment under the definition outlined above. Unacceptable conduct may or may not constitute racial or disability harassment, depending on the nature of the conduct and its severity, pervasiveness and persistence. Behaviors which are unacceptable but do not constitute harassment may also result in employee discipline.

Any employee who witnesses an act of racial or disability harassment or receives a complaint of harassment or receives a complaint of harassment from another employee or a student shall report the complaint to the building principal. Employees who fail to report complaints or incidents of racial or disability harassment to appropriate school officials may face disciplinary action. School administrators who fail to investigate and take appropriate corrective action in response to complaints of racial or disability harassment may also face disciplinary action.

Initiation of a complaint of racial or disability harassment in good faith will not adversely affect the job security or status of an employee, nor will it affect his or her compensation. Any act of retaliation against any person who has filed a complaint or testified, assisted, or participated in an investigation of a racial or disability harassment complaint is prohibited. Any person who retaliates is subject to immediate disciplinary action, up to termination of employment. To the extent possible, confidentiality will be maintained throughout the investigation of a complaint. The desire for confidentiality must be balanced with the district's obligation to conduct a thorough investigation, to take appropriate corrective action or to provide due process to the accused.

False or malicious complaints of racial or disability harassment may result in corrective or disciplinary action against the complainant.

A summary of this policy and related materials shall be posted in each district facility. The policy shall also be published in student, parent and employee handbooks as directed by the district compliance coordinator. Notification of the policy shall be included in the school newsletter or published in the local newspaper annually.

Complaints

The board encourages all complaints regarding the district to be resolved at the lowest possible administrative level. Whenever a complaint is made directly to the board as a whole or to a board member as an individual, it will be referred to the administration for study and possible resolution. The District's Assistant Superintendent of Human Resources, 201 South Main, Goddard, KS, 67052, (Telephone: 316-794-4000). has been designated to coordinate compliance with nondiscrimination requirements contained in Title VI of the Civil Rights Act of 1964, Title 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 Americans with Disabilities Act of 1990 and the Americans with Disabilities Act Amendments Act of 2007 and the Age Discrimination Act. The grievance procedure is applicable to complaints alleging discrimination on the bases of sex, disability, race, color, national origin, and age, including allegations of harassment. Information concerning the provisions of these Acts, and the rights provided thereunder, are available from the compliance coordinator.

Complaints About Discrimination or Discriminatory Harassment

Complaints of discrimination or discriminatory harassment by an employee should be addressed to the employee's supervisor, the building principal, or the district compliance coordinator. Complaints by a student should be addressed to the building principal, another administrator, the guidance counselor, or another certified staff member. Any school employee who receives a complaint of discrimination or harassment from a student shall inform the student of the employee's obligation to report the complaint and any proposed resolution of the complaint to the building principal. If the building principal is the alleged harasser, the complaint shall be reported to the district compliance coordinator. Complaints by any other person alleging discrimination should be addressed to the building principal or the district compliance coordinator. The identity of the individual filing a complaint will be kept confidential to the extent possible without compromising a thorough investigation. Complaints about discrimination, including complaints of harassment, will be resolved through the following complaint procedures:

Informal Procedures

The building principal shall attempt to resolve complaints of discrimination or harassment in an informal manner at the building level. Any school employee who receives a complaint of discrimination harassment from a student, another employee or any other individual shall inform the individual of the employee's obligation to report the complaint and any proposed resolution of the complaint to the building principal. The building principal shall discuss the complaint with the individual to determine if it can be resolved. If the matter is resolved to the satisfaction of the individual, the building principal shall document the nature of the complaint and the proposed resolution of the complaint, and forward this record to the district compliance coordinator. Within 20 days after the complaint is resolved in this manner, the principal shall contact the complainant to determine if the resolution of the matter remains acceptable. If the matter is not resolved to the satisfaction of the individual in the meeting with the principal or if the individual does not believe the resolution remains acceptable, the individual may initiate a formal complaint. Use of the informal complaint procedure is not a prerequisite to filing a formal complaint or using the formal complaint procedure.

Formal Complaint Procedures

- A formal complaint should be filed in writing and contain the name and address of the person filing the complaint. The complaint should briefly describe the alleged violation. If an individual does not wish to file a written complaint and the matter has not been adequately resolved, the building principal may initiate the complaint. Forms for filing written complaints are available in each building office and the central office. The forms are also included at the end of this policy.
- A complaint should be filed as soon as possible after the conduct occurs, but not later than 180 days after the complainant becomes aware of the alleged violation, unless the conduct forming the basis for the complaint is ongoing.
- An investigation shall follow the filing of the complaint. Individuals who conduct the investigation shall be impartial. If the complaint is against the superintendent, the board shall appoint an investigating officer. In other instances, the investigation shall be conducted by the building principal, the compliance coordinator or another individual appointed by the board. The investigation shall be informal but thorough. All interested persons, including the complainant and the person against whom the complaint is lodged, will be afforded an opportunity to submit written or oral evidence relevant to the complaint.

- A written determination of the complaint's validity and a description of the resolution shall be issued by the investigator, and a copy forwarded to the complainant no later than 30 days after the filing of the complaint.
 - If the investigation results in a recommendation that a student be suspended or expelled, procedures outlined in board policy and state law governing student suspension and expulsion will be followed.
 - If the investigation results in a recommendation that an employee be suspended without pay or terminated, procedures outlined in board policy, the negotiated agreement or state law will be followed.
- Records relating to complaints filed and their resolution shall be forwarded to and maintained in a confidential manner by the district compliance coordinator.
- The complainant may appeal the determination of the complaint. Appeals shall be heard by the district compliance coordinator, a hearing officer appointed by the board, or by the board itself as determined by the board. The request to appeal the resolution shall be made within 20 days after the date of the written resolution of the complaint at the lower level. The appeal officer shall review the evidence gathered by the investigator and the investigator's report, and shall afford the complainant and the person against whom the complaint is filed an opportunity to submit further evidence, orally or in writing, within 10 days after the appeal is filed. The appeal officer will issue a written determination of the complaint's validity and a description of its resolution within 30 days after the appeal is filed.
- Use of this complaint procedure is not a prerequisite to the pursuit of any other remedies including the right to file a complaint with the Office for Civil Rights of the U.S. Department of Education, the Equal Employment Opportunity Commission, or the Kansas Human Rights Commission.
- Regardless of the complaint resolution process used, if it is determined either during or at the conclusion of the process, that discrimination or harassment has occurred, appropriate administrative action will be taken. The action taken should be designed to end the discriminatory activity and remediate any damage that was caused to the extent possible. Discipline of those involved might include any disciplinary measure up to and including expulsion or termination of employment.
- Retaliation against any person who has made a complaint, testified, assisted, or participated in any manner in an investigation or proceeding under the provisions of the complaint resolution process is prohibited. Discipline of those involved might include any disciplinary measure up to and including expulsion or termination of employment.

GODDARD HARASSMENT COMPLAINT FORM

Your Name _____

School/Grade _____ Date _____

Type of Complaint Sexual _____ Disability _____ Racial _____
Date incident repored _____

Reported to _____

Please describe the specific incidents that you feel constitute harassment. (use extra sheets if needed):

What is/are the date/s the incident occurred? _____

Please describe the incident including what occurred, when it occurred, and whether there were any witnesses other than you to the event(s). If necessary, attach additional sheets of paper.

Are you aware of any other person who has been subjected to similar harassment? If so, please identify such person(s) and describe the details of the harassment including when and what occurred.

Other than the individual(s) you have identified above is/are there any other person(s) who you feel should be contacted in connection with the investigation of this complaint. If so, please identify the individuals, how to contact them, and what information these individual(s) may have.

This form should be filed with the USD 265 / Goddard Public Schools District Compliance Coordinator, 201 S. Main, Goddard, Kansas 67052 – 316-794-4000.

Your complaint of harassment will be promptly and thoroughly investigated. The investigation will be kept confidential to the extent as possible with the Districts’ need to fully investigate and address the situation. If the investigation verifies that inappropriate behavior has occurred, appropriate disciplinary action will be taken against the person who has harassed you.

If at any time you feel that as a result of your complaint you are being retaliated against, please file an additional complaint using this form or contact the Districts’ Compliance Coordinator. He can be contacted at 201 South Main, Goddard, KS 67052 or by telephone at 316-794-4000.

Please read the above carefully before signing. Your signature below will indicate that this form accurately and completely describes your complaint of harassment.

Signature _____

Date _____

Please print name _____

Complaints About Policy

The superintendent shall report any unresolved complaint about policies to the board at the next regularly scheduled board meeting.

Complaints About Curriculum

The superintendent shall report a failure to resolve any complaint about curriculum to the board at the next regularly scheduled board meeting.

Complaints About Instructional Materials

The building principal shall report any unresolved complaint about instructional materials to the superintendent immediately after receiving the complaint.

Complaints About Facilities and Services

The superintendent shall report any unresolved complaint about facilities and services to the board at the next regularly scheduled board meeting.

Complaints About Personnel

The superintendent or the building principal involved shall report any unresolved complaint about personnel to the board at the next regularly scheduled board meeting.

Approved: KASB Recommendation—9/97; 8/98; 3/00; 3/13

Grievance Procedure

SECTION A: PURPOSE

1. The purpose of this grievance procedure is to provide a mechanism through which individual teachers can obtain an effective hearing of complaints concerning the administration of this agreement or Board of Education policy, Item "L" KSA 72-5413. The intent is to settle differences of opinion in the interpretation of any negotiated item or Board of Education policy, Item "L" KSA-72-5413, at the lowest possible level in the administrative organization.

SECTION B: PROCEDURE

1. If any teacher feels that any element of this agreement is not being properly administered he/she may request a meeting with the department chairperson to discuss the grievance. The department chairperson shall arrange the time and place for a meeting with the teacher submitting the grievance along with one representative of the Goddard Education Association if the teacher so desires.
2. If a satisfactory settlement cannot be made at Step 1, the teacher may submit the grievance in writing to the building principal on a form to be supplied by the District. Within fifteen (15) days, the building principal shall arrange the time and place for a meeting of the Association, if the teacher so desires. Following the meeting, the principal shall have up to fifteen (15) days to give a written answer to the teacher submitting the grievance.
3. If a grievance is not settled in Step 2, the Association may indicate in writing its desire to discuss the grievance with the Superintendent. Within ten (10) days, the Superintendent shall arrange the time and place for a meeting with the Association's grievance committee. Following the meeting, the Superintendent will have up to ten (10) days to submit an answer in writing to the Association.
4. If the Association is not satisfied with the answer given in Step 3, it may request a meeting with the Board of Education. Request for the meeting must be submitted in writing to the Superintendent for inclusion in the agenda of a regularly scheduled Board of Education meeting at least one week prior to that meeting. Following the meeting at which the grievance is discussed, the Board of Education will have up to five (5) days to submit a written answer to the Association.
5. If the aggrieved person is not satisfied with disposition of his/her grievance at Step 4, or if no decision has been rendered within a reasonable length of time after discussion of the grievance with the Superintendent, the grievant may submit the grievance-to-grievance mediation. Grievance mediation means an effort through interpretation and advice by an impartial third party to assist the parties in reconciling the grievance dispute in a mutually satisfactory manner. The grievance mediation shall not be binding on either party, but shall be an effort to reach a resolution of the grievance by the mutual consent of the parties.

To the extent possible, the parties will use a commissioner or mediator from the Federal Mediation and Conciliation Service as the grievance mediator. In the event a commissioner from the Federal Mediation and Conciliation Service is unavailable, the parties shall select a mediator by mutual agreement of the parties.

The cost of the mediator shall be split equally between the Association and the Board of Education. The costs of any witnesses, representation, or other costs associated with mediation of grievances shall be paid by the party incurring the cost. In the event that mediation of grievances does not resolve the issue, the aggrieved person may then proceed to the next level and submit the grievance for review by the Board of Education.

6. If the Association is not satisfied with the answer given in Step 5, the Association may then place the grievance before the court.
7. The Board of Education and the Association will not release notices to the press without discussion at a regularly scheduled or special Board of Education meeting during the grievance portion of the meeting.