

377 Personnel Handbook Summary of Changes and Revisions

Section I General Employment

- Art. L - Workers Compensation - removed old language and substituted with language from state

IV. Benefits and Leave Policies

- Art. C Health Insurance Fringe Benefit (cf. Policy GCRG-3/Negotiated Agreement), Pg 13 - Policy Update
- Art. K Bereavement Leave, Pg. 15 - No change in policy. Language cleanup and deletion of contradictory language.
- Art. L Attendance and Leave, Pg. 16 - No change in policy; language cleanup.

V. General Guidelines

- Art. B - Drug Free Workplace (cf. GAOA,GAOB), Pg. 18. Language change to reflect current practice.
- Art. E - COBRA and Portability, Pg. 18. Changes to align with ACA.

Appendix A - Continuation of Cobra Coverage - Additions and deletions to comply with current policy.

Appendix B - Board Policies - Board Policies Updated

2016-2017 PERSONNEL HANDBOOK



Classified Employees

All policies included in this handbook have been adopted by the USD 377 Board of Education

The classified personnel of the district make a valuable contribution to the successful operation of an outstanding educational system. It is believed that the information contained herein will assist in guiding the work of the classified personnel.

The Classified Employee Handbook contains the policies and regulations which detail the employee relations, benefits and working conditions for the classified personnel of USD 377.

- This handbook is not an employee contract. Further, this handbook is not to be considered as either an express or implied contract between the school district and the employee. No employee has authority to create any employee contract rights by modification of this document.
- Anytime the superintendent is mentioned in this manual, his/her designee is implied.
- As a condition of employment, employees agree to follow rules and regulations which have been adopted by the Board.
- This handbook may be changed or modified and items added or deleted at any time as recommended by the superintendent and approved by the board. The most current Board policies in their entirety are available on line at www.usd377.org.
- Employment by the District is "at will," not for a definite term. Your employment may be terminated by you or the District at any time, for any reason.
- The District will attempt to notify all classified personnel of any changes made in Federal Laws, State Laws, and District Policies that would affect their working conditions.
- No supervisor of the District or any other person, except the Superintendent of the District, has any authority to enter into any agreement for employment for any specified period of time or make any binding representations or agreements inconsistent with this Handbook.

Each employee should assume responsibility for becoming familiar with the contents of this handbook. Clarifying questions should be directed to the immediate supervisor or an appropriate administrator.

EQUAL EMPLOYMENT OPPORTUNITY

see BOE policy GAAA

The Board of Education shall hire its employees on the basis of ability and the district's needs. USD #377 is an equal opportunity employer and shall not discriminate in its employment practices and policies with respect to hiring, compensation, terms, conditions, or privileges of employment because of an individual's race, color, religion, sex, age, disability, or national origin. Inquiries regarding compliance may be directed to:

Unified School District #377

Human Resources Department

306 Main Street, Effingham, KS 66023

(913) 833-5050

Equal Employment Opportunity Commission

400 State Avenue, 9th floor

Kansas City, KS 66101

(913) 551-5655

Kansas Human Rights Commission

900 SW Jackson, Suite 568-S

Topeka, KS 66612-1258

(785) 296-3206

United States Department of Education

Office of Civil Rights

8930 Ward Parkway, Suite 2037

Kansas City, MO 64114-3302

(816) 268-0550

Adopted: 017/14/2014

USD # 377
Atchison County Community Schools

District Vision
“A MODEL RURAL COMMUNITY SCHOOL DISTRICT”
The Best Rural Public School District Anywhere

District Mission
A community school district founded on student achievement through academic excellence and educational opportunity to ensure personal success.

District Mantra
We are Atchison County, Champions of Excellence and Opportunity.

Five Pillars
Community - Excellence - Opportunity - Success – Integrity

USD 377 Goals

Goal 1: Academically Excellent Rural Community School District – A World Class Public School
Experience for All Students

Goal 2: A Thriving and Sustainable Rural Community School District

Goal 3: Innovative 21st Century Rural Community School District

Goal 4: Safe and Efficient Rural Community School District

Facilities and Maintenance Department Mission Statement

The MISSION of the USD 377 Facilities and Maintenance department is dedicated to providing first-in-class, safe, healthful and effective learning environments and reliable utilities. We are pro-active in delivering quality maintenance repair and service for our students, staff and community that supports our district in achieving excellence. We do that with pride, integrity, and respect in accordance with a cooperative and accommodating schedule.

Technology Department Mission Statement

The MISSION of the USD 377 Technology Department is to provide and integrate effective technology into the district's curriculum, instruction, and administrative applications to increase student achievement, effectiveness of instruction, and efficiency of the staff and administration.

The Food Service Mission Statement

The MISSION of the USD 377 Food Service Department is to prepare quality nutritious meals for students and staff and help educate the students so they develop healthier lifestyles.

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(We have attempted to include in this booklet, information which should be in the hands of all employees. Some of the items in this handbook are covered under the Negotiated Agreement for certificated staff. Please refer to the Negotiated Agreement where applicable.)

UNIFIED SCHOOL DISTRICT #377
EFFINGHAM, KS
PERSONNEL HANDBOOK

I. GENERAL EMPLOYMENT CONSIDERATIONS

Non-Discrimination Statement

USD 377 complies with all federal and state laws and regulations and does not discriminate on the basis of race, religion, color, national origin or ancestry, sex, gender identity, sexual orientation, age, marital or veteran status or disability. This applies to all educational programs and extracurricular activities.

Inquiries regarding the application of the above should be directed to the superintendent of schools, telephone 913.833.5050. Any incident of discrimination, including acts of harassment, shall be reported for investigation and corrective action by the immediate supervisor.

Inquiries regarding accommodations for disabled employees, the public and accessibility of facilities and programs should be directed to the board office, telephone 913.833.5050. These individuals may be contacted by mail at P.O. Box 289, Effingham, KS 66023.

A. Continuity of Policies and Legal Foundations

All policies, rules and regulations of the Board relating to all general terms and conditions of employment of any employee holding an employment contract shall remain in full force and effect until changed by mutual agreement between the employee and the Board until the end of the contract period or termination of employment.

B. Priority of Special Agreements

Terms of any contract or employment agreement establishing special provisions for any individual or group of employees other than those contained in the policies of the Board shall take precedence over standard policy provisions of the Board for the specific period of time included in such agreement or contract. Thereafter, in the absence of specific renewal, extension or revision of such special terms or conditions by the Board, all such agreement or contract provisions shall be void and continuation of employment shall be based upon policy provisions as contained in these policies.

C. Conflicts with Law

Any employment policy of the Board or any employment agreement or contract or any portion thereof which is contrary to state or federal law shall be void.

D. Omission of Lawful Requirements

Failure to include in the specific policies of the Board any limitations, obligations or other regulations which may be established by law or action of a court of competent jurisdiction shall not void nor diminish the obligation of any employee for the conformance to such law or decision. Neither shall fail to include specific and detailed requirements for conduct and the competent performance of the services required in the position for which an individual is employed relieve the employee of the obligation to meet generally accepted standards of performance and conduct appropriate to the position.

E. Supremacy of Law and Constitution

Any term or condition of employment or any employment contract provision, agreement or policy which is in conflict with state or federal laws or constitutions or in conflict with implementing official state or

federal rules, regulations or guidelines shall be void to the extent of such conflict.

I. GENERAL EMPLOYMENT CONSIDERATIONS CONTINUED

F. Nature of Employment for Classified Staff

As an “at-will employee”, employment with USD 377 is voluntary, and the employee is free to resign at-will at any time, with or without cause. Similarly, USD 377 may terminate the employment relationship at-will at any time, with or without notice or cause.

G. Voluntary Resignations

Resignation from classified employment in USD 377 may be preceded by two (2) weeks written notice by the employee to his/her supervisor. The employee must work out the notice unless on approved leave. Failure to give two weeks advance notice may result in forfeiture of non-vested benefits and ineligibility for re-employment. After notifying the supervisor of the intent to resign, the employee will be asked to make an appointment with the Superintendent for an exit interview and to complete a resignation form.

Employees who are absent from work for three consecutive days without being excused or giving proper notice will be considered as having voluntarily quit.

Any classified employee resigning is responsible for returning all property belonging to Unified School District 377 in their possession, such as keys, badge and uniforms, to their supervisor on the last day worked. Failure to comply with this regulation will result in having the employee blocked from future employment considerations.

Employees will receive their final paycheck according to the payroll schedule.

Former employees who left the School District in good standing may be considered for reemployment. Former employees who resigned without notice or who were dismissed for cause may not be considered for reemployment. A former employee who is reemployed will be considered a new employee from the date of reemployment unless determined otherwise by the BOE. Length of service for the purposes of benefits is governed by the terms of each benefit plan. Employees who retire may be eligible, in certain circumstances, to be considered for rehire.

H. Behavior of Employees

It is the procedure of the School District that certain rules and regulations regarding employee behavior are necessary for the efficient operation of the School District and for the benefit and safety of all employees. Conduct that interferes with operations, that discredits the School District, or that is offensive will not be tolerated.

1. Employees are expected at all times to conduct themselves in a positive manner so as to promote the best interests of the School District. Such conduct includes but may not be limited to:

- A. Reporting to work punctually as scheduled and being at the proper workstation, ready for work, at the assigned starting time
- B. Giving proper advance notice whenever unable to work or report on time
- C. Complying with all School District safety and security regulations
- D. Wearing your Employee Identification Badge on your person during working hours. Employees who wear school provided uniforms are exempt from this rule.
- E. Wearing clothing appropriate for the work being performed
- F. Maintaining workplace and work area cleanliness and orderliness
- G. Treating all customers, visitors, and coworkers in a courteous manner
- H. Performing assigned tasks efficiently and in accord with established quality standards

I. GENERAL EMPLOYMENT CONSIDERATIONS CONTINUED

- I. Reporting to management suspicious, unethical, or illegal conduct by coworkers, patrons, or suppliers
 - J. Cooperating with School District investigations
2. The following conduct is prohibited and will subject the individual involved to disciplinary action, up to and including termination:
- A. Reporting to work under the influence of alcoholic beverages and/or illegal drugs and narcotics or the use, sale, dispensation, or possession of alcoholic beverages and/or illegal drugs and narcotics on School District premises;
 - B. Using abusive or profane language;
 - C. Possessing firearms or other weapons on School District property;
 - D. Insubordination or the refusal by an employee to follow a supervisor's instructions concerning a job-related matter;
 - E. Fighting or assault on a co-worker or patron;
 - F. Theft, destruction, defacement, or misuse of School District property or of another employee's or patron property;
 - G. Falsifying or altering any School District record or report, such as an application for employment, a medical report, a production record, a time card, an expense account, and absentee report;
 - H. Threatening or intimidating co-workers, patron or guests;
 - I. Horseplay, pranks, or practical jokes that could be considered dangerous or abusive to co-workers;
 - J. Sleeping on the job;
 - K. Failing to wear assigned safety equipment or failure to abide by safety rules and policies;
 - L. Improper attire or inappropriate personal appearance;
 - M. Engaging in any form of sexual or other harassment;
 - N. Improper disclosure of trade secrets or confidential information.

The examples above are illustrative of the type of behavior that will not be permitted, and are not intended to be an all-inclusive listing. Any violation of the School District's policies or any conduct considered inappropriate or unsatisfactory may subject the employee to discipline, up to and including termination.

I. Equal Opportunity (cf. Policy GAAA)

USD 377 is committed to the adoption and utilization of policies and employment practices that do not discriminate against any employee or applicant for employment because of race, color, age, sex, religion, national origin or disability.

J. Board Policy Book/Negotiated Agreement

The policies and administrative rules of USD 377 are found in the Board Policy Books, a copy of which may be found in each administrative office, Central Office and the on the District website. Certified staff members may access the Negotiated Agreement on the district website.

K. Health

All employees must have completed a physical examination/health assessment prior to employment. A completed Physical Form must be on file in the district office prior to commencement of duties.

I. GENERAL EMPLOYMENT CONSIDERATIONS CONTINUED

According to Kansas statutes, “Every Board of Education shall require all employees of the school district, who come in regular contact with the pupils of the school district, to submit a certification of health signed by a person licensed to practice medicine and surgery under the laws of any state; by a person who is a physician's assistant under the laws of this state or by a person holding a certificate of qualification to practice as an advanced registered nurse practitioner under the laws of this state, on a form prescribed by the secretary of health and environment. The certification shall include a statement that there is no evidence of physical condition that would conflict with the health, safety, or welfare of the pupils; and that freedom from tuberculosis has been established by chest x-ray or negative tuberculin skin test.” K.S.A. Supp. 72-5213.

Before commencement of any services subsequent to employment, any individual employed by the Board may be required to submit certification by a licensed physician verifying that the physical condition of the employee is such as to permit full performance of all duties for which the individual is employed.

Any required statement of physical condition shall fully state any limiting condition or handicap which may impair the performance of services or which may endanger the health or welfare of any student or employee.

Physical Forms are available at the Central Office and will be issued at the time of employment. Bus Drivers must have a physical every two years. Cooks must have a TB Skin Test every two years. The claim for the physical must be submitted to the employee's insurance company and the remaining balance will be paid by the District for Bus Drivers and Cooks. All other employees are responsible for payment of their physicians and health clinic fees.

L. Workmen's Compensation

Notice of Accident - All employees are automatically covered by Workmen's Compensation insurance. Any injuries received on the job and during the course of employment by employee shall be reported immediately to the employee's supervisor. An employee's benefits are contingent upon promptly (~~no later than 10 days~~) reporting any injury to his/her supervisor and making a written report as soon as possible.

Employee responsibilities for reporting an accident:

- 1. Immediately report all accidents and injuries to your immediate supervisor.***
- 2. Seek medical attention at the Designated Healthcare Provider (DHCP). Contact Central Office to make an appointment.***

If your supervisor is unavailable, seek medical attention by contacting the Central Office. Report the injury to your supervisor as soon as possible, but no later than the beginning of the next business day. Contact Mrs. Gracey or Mr. Wiseman if your supervisor is still unavailable.

- 3. Immediately following your doctor's visit, return the release slip to your immediate supervisor.***
- 4. Complete the Report by Injured Employee.***

Per K.S.A. 44-520, a claim may be denied if an employee fails to notify their employer within the earliest of the following dates:

(A) 30 calendar days from the date of accident or the date of injury by repetitive trauma;

(B) if the employee is working for the employer against whom benefits are being 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 employer against whom benefits are being sought, 20 calendar days after the employee's last day of actual work for the employer.

Notice may be given orally or in writing. 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 be given, notice must be provided to a supervisor or manager.

Where notice is provided in writing, notice must be sent to a supervisor or manager at the employee's principal location of employment.

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.

~~An injured employee must notify the designated employer's workers compensation coordinator or, if the coordinator is unavailable, his or her supervisor within 20 days of the injury or within 30 days of repetitive trauma in order to be eligible for benefits.~~

Any employee who is off work and drawing worker's compensation shall be required to provide the designated workers compensation coordinator with a written doctor's release before the employee is allowed to return to work. In addition, should the employee be released to return to work by a doctor and fail to do so, all benefits under sick leave shall terminate and those benefits under worker's compensation shall be restricted as provided by current law.

Choice of Physician - The board shall have the right to choose a designated health care provider to provide medical assistance to any employee who suffers an injury while performing their job. However, if the injured employee refuses to use the designated provider, benefits will be limited to \$500.00.

Kansas Workers Compensation Social and Recreational Act - K.S.A. 44-508 (f) precludes recovery of workers compensation benefits when the injury occurs while the employee is "engaged in recreational or social events under circumstances where the employee was under no duty to attend and where the injury did 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."

M. Job Descriptions

Job descriptions have been developed for all district positions and each employee should receive a copy of the description for their position.

N. Loyalty Oath

As required by current law, all employees must sign a loyalty oath and file the oath with the clerk before beginning employment and to be eligible for a paycheck.

O. Immigration Law Compliance

USD 377 is committed to employing only United States citizens and aliens who are authorized to work in the United States and does not unlawfully discriminate on the basis of citizenship or national origin.

In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. Former employees who are rehired must also complete the form if they have not completed an I-9 with USD 377 within the past three years, or if their previous I-9 is no longer retained or valid.

P. Reasonable Assurance

Kansas Employment Security Law prohibits employees who work for an educational institution from receiving unemployment benefits during regularly scheduled breaks of employment. These scheduled breaks would include scheduled time off for summer, spring and winter. Any employee who has the reasonable assumption of continuing in the same or similar employment following any or all of these scheduled breaks would be ineligible for unemployment benefits. This includes employees of certified, classified and substitute status, so long as the employee is paid directly by the school district and not a contracted service.

Q. Transfers

USD 377 reserves the right to assign and transfer classified employees within the District to meet the educational and operational needs of the District.

USD 377 also reserves the right to disapprove employee-initiated transfer requests based on the educational and operational needs of the District.

A transfer request originating with the employee shall be made in writing and submitted to his/her department supervisor. The employee should indicate the position and school/department to which he/she wishes to be transferred.

Employees that are transferred to a position assigned to same pay range on the classified salary schedule as the position to which they are currently assigned will receive the same rate of pay as the previous position. Employees transferred to a position assigned to a pay range that is higher or lower than the position to which they are currently assigned will have their pay adjusted upward or downward according to the difference between the current and the new pay range.

R. School Closing Due To Inclement Weather

Should the decision be made that schools will be closed due to inclement weather; the following procedure will be used regarding who should report for duty:

- (1) Essential staff members must report to work. Essential employees include, but are not limited to, ten and one-half (10 ½) and twelve (12) month administrators, department managers, custodians as well as any other employees previously designated by the responsible supervisor as “essential”.
- (2) Non-essential staff (identified by the responsible supervisor) may choose to come to work if there is sufficient work to be performed *and with supervisor approval*. If there is not sufficient work, they should not come in.
- (3) Non-essential staff who do not report for duty will be required to use a personal day if they want to be paid for that day. Employees may also choose to take a deduct day.
- (4) Unless a staff member is out sick at least twenty-four (24) hours prior to a District closing of school, all sick day requests on the day of a District closing may require verification by a doctor.
- (5) Vacation days will not be accepted unless there was prior approval at least twenty four (24) hours before the District closing.

II. EMPLOYEE CLASSIFICATIONS/EVALUATIONS

A. Full/Part-Time Employees

Employees who work at least 630 hours per year are eligible for KPERS; at least 20 hours per week for the district paid health insurance coverage; and at least 30 hours for full sick leave benefits. Seasonal employees are not eligible for any benefits.

B. Evaluations

All employees shall have a written performance evaluation by his/her supervisor. Teacher/administrator evaluation is according to KSA 72-9001 et. seq. Classified evaluations are covered by policy GCI. Evaluations for supplemental positions are covered under policy GCII.

C. Access to Personnel Files

USD 377 maintains a personnel file on each employee. The personnel file may include such information as the employee's job application, resume, records of training, documentation of performance appraisals and salary increases, and other employment records.

Personnel files are the property of USD 377, and access to the information they contain is restricted. Generally, only administrators and supervisors of USD 377 who have a legitimate reason to review information in a file are allowed to do so.

Employees who wish to review their own file should contact the Central Office. With reasonable advance notice, employees may review their own personnel files in USD 377's offices and in the presence of an individual appointed by USD 377 to maintain the files.

III. PAYROLL PROCEDURES

A. Pay Period

USD 377 pays monthly. Direct Deposits are made or pay checks are distributed on or about the 21st of each month. All payroll periods end on the 13th of the month.

B. Time and Attendance

Accurately recording time worked is the responsibility of every employee nonexempt from federal and state wage and hour laws. Federal and state laws require USD 377 to keep an accurate record of time worked in order to calculate employee pay and benefits. Time worked is all the time actually spent on the job performing assigned duties.

Nonexempt employees should accurately record the time they begin and end their work. They should also record the beginning and ending time of any split shift or departure from work for personal reasons.

Altering, falsifying, tampering with time records, or recording time on another employee's time record may result in disciplinary action, up to and including termination of employment. It is the employee's responsibility to sign/submit their time records to certify the accuracy of all time recorded. The supervisor will review and then initial/approve the time record before submitting it for payroll processing.

All USD #377 hourly employees are expected to electronically record their actual hours worked in the Electronic Time and Attendance Clock System using any district computer. Employees shall not clock in or out for another employee. Doing so will lead to disciplinary action for both employees that could result in suspension or termination. (This action constitutes fraud that may result in criminal prosecution.)

For those using the Electronic Time and Attendance Clock System, the 07:15 rounding rule will in effect. This means that for the first 7 minutes of every 15 minute interval, the time is rounded back to the start of the quarter hour. The last 8 minutes of each quarter are rounded forward. A punch of 8:08 is rounded to

8:15 and a punch of 8:24 is rounded to 8:30.

Those employees unable to access the Electronic Time and Attendance Clock System will keep regular time cards.

Time cards are to be completed daily, signed by the employee at the end of the pay period and submitted to the immediate supervisor. Time cards not received by noon on the 14th will be paid the following month. The immediate supervisor is to review, check for accuracy, sign/approve, and forward/submit all time cards to the Central Office.

A work week for USD 377 hourly employees begins at 12:00 a.m. on Sunday and ends at 11:59 p.m. on Saturday.

B. Overtime

Hourly employees are paid Overtime for hours worked in excess of 40 per scheduled work-week and shall be compensated at one-and-one half times the regular rate of pay.

Overtime work must always be approved before it is performed. Without the written approval of your immediate supervisor you are:

1. Not to work more hours per day than specified in your contract. Overtime hours are approved only for specific situations.
2. Not to work on any non-contract days.
3. Not to exceed the number of workdays for the contract year as specified in your contract.

Sick Leave, Holidays, & Vacation days are not counted in computing overtime pay. Arrangements for time off in lieu of overtime should be made with the immediate supervisor and taken within the week worked so as not to exceed 40 hours. **The district does not have a policy for comp time in lieu of overtime.**

C. Compensation for Out-of-Town/Overnight trips: (cf. Policy GCA)

When non-certified personnel (except bus drivers) are required to be out of town on district business, they shall be compensated in the following manner:

Regular or overtime pay as appropriate for time away from USD 377 MINUS

- 1) Eight hours of sleep when overnight;
- 2) Reasonable time for meals (normally one hour per meal); and
- 3) Time used exclusively for pleasure or personal business.

D. Payroll Deduction (cf. Policy GAOF)

Salary deductions shall be made if permitted by board policy, the negotiated agreement, or required by law. The superintendent shall develop forms to provide information needed to make approved salary deductions. All requests for salary deductions shall be submitted to the superintendent during enrollment periods established by the board.

E. Classified Salaried Employees

Employees on salary are not considered to be on a 40-hour work-week. The assignments for which they are responsible will dictate the hours necessary to adequately supervise and perform their duties. The amount of the salary will comply with the Fair Labor Standards Act.

IV. BENEFITS & LEAVE POLICIES

A. Vacations: (cf. Policy GCRH)

Twelve month classified employees shall be granted vacations annually as follows:

- Ten days after the first year worked.
- Fifteen days after the fifteenth year worked.
- Twenty days after the twentieth year worked.

Employees may not take more than 12 days of vacation during the months of June, July and August without superintendent approval. Vacation days not used prior to an employee's new contract date may be carried over into the next contract year with permission of the superintendent, but must be used prior to January 1 of the next contract year or forfeited. The maximum number of days carried over is limited to ½ the total number of days allowed in the previous contract year. Vacation leave carried over will be forfeited should either the employee or the district give notice of termination of the employee's contract.

B. Holidays: (cf. Policy GCRI/Negotiated Agreement)

The number of paid holidays and paid non-duty days will be designated by the Board of Education each year.

Employees having duty calendars starting the day after a holiday are not eligible for holiday pay unless designated by the Board of Education. Employees having duty calendars ending the day before a holiday are not eligible for holiday pay day unless designated by the Board of Education.

In order to receive holiday pay, employees must be on pay status the **workday before** and the **workday after** a paid holiday or paid non-duty day unless a Request for Leave without pay has been approved by the supervisor and the superintendent prior to the holiday or paid non-duty day.

Classified employees observe the following paid holidays within their contracts:

- New Year's Day (12, 11, and 9 month employees)
- President's Day (12, 11, and 9 month employees)
- Good Friday (12, 11, and 9 month employees)
- Memorial Day (12 and 11 month employees)
- July 4th (12 month employees)
- Labor Day (12, 11, and 9 month employees)
- Thanksgiving Day (12, 11, and 9 month employees)
- Friday following Thanksgiving Day (12, 11, and 9 month employees)
- Christmas Day (12, 11, and 9 month employees)
- ½ day on Christmas Eve, except when Christmas eve falls on a weekend (12 month only)
- ½ day on New Year's Eve, except when New Year's Eve falls on a weekend (12 month only)

If a classified employee is required to work on a holiday, he/she will receive one hour's additional compensation for each hour worked. Unless otherwise stipulated, if a holiday falls on a Saturday or Sunday, the Superintendent will designate the preceding Friday or the following Monday for time off in observance of the holiday.

C. Health Insurance Fringe Benefit: (cf. Policy GCRG-3/Negotiated Agreement)

Non-certified employees who work a minimum of 1,000 hours of work per year will receive a membership in the district's health insurance plan. Employees have 31 days from their first day of employment to elect or waive SEHP. ~~may choose not to participate in the health plan, if they have group coverage elsewhere.~~

Notice of Enrollment Rights

If you are declining enrollment for yourself or your dependents (including your spouse) because of another employer group health plan, you may in the future be able to enroll yourself or your dependents in this plan, provided that you request enrollment within 31 days after your other coverage ends. In addition, if you have a new dependent as a result of marriage, birth, adoption, or placement for adoption, you may be able to enroll yourself and your dependents, provided that you request enrollment within 31 days after the marriage, birth, adoption, or placement for adoption.

D. Jury Duty

An employee called to jury duty shall be paid regular school wages during the period of service.

F. Payment of Unused Sick Leave: (cf. Policy GCRG-3)

Certified and fully licensed administrators will be paid for unused sick leave days in excess of fifty (50) days (to a maximum of 62 days) at the daily rate of one-half of the base rate of a beginning BS teacher, Step 1. [w1]

Payment for full-time employees for sick leave days accumulated in excess of 50 days will be made in June at the rate of \$60.00 per day for 12 month employees and \$35.00 per day for 9-10 month employees. Bus Drivers will be paid \$25.00 per day. Part-time employees are paid for days in excess of 25 days at the rate of \$14.50 per day.

G. Employee/Family Sick Leave Bank: (cf. Negotiated Agreement)

- 1) Participation shall be voluntary. Those who choose to participate shall contribute one (1) day of their accumulated sick leave to the bank at the beginning of their period of participation.
- 2) Employees may enroll in the sick leave bank at the beginning of each contract year but must submit the appropriate form by October 1. Any employee on duty from the beginning of the contract year desiring to enroll after October 1 must wait until the following year. Anyone hired after the beginning of the contract year who desires to enroll in the sick leave bank must do so within thirty (30) calendar days after their first day at work or by October 1 of the current contract year, whichever is later.
- 3) Only staff members who participate in the Sick Leave Bank Pool are eligible to draw from the bank. Each person, before using the bank, shall deplete his or her accumulated sick leave.
- 4) Staff shall not be allowed to withdraw days from the sick leave bank for any days for which workers' compensation benefits are received.
- 5) In order for a staff member to participate in the employee/family sick leave bank, he or she must donate one day of sick leave at the beginning of each school year.
- 6) A staff member upon retirement may donate two days to the sick leave bank.
- 7) A committee of eight (four teachers K-3 (1), G4-6 (1), G7-8 (1), G9-12 (1), three classified, and a building principal) shall grant or deny any request made to the sick leave bank for sick leave days. Requests for sick leave days should be made to the sick leave bank administrator. Decisions approved by the majority of the committee are final.

The committee members shall use the following criteria in administering the bank and rendering their decision.

- a. Medical evidence of serious illness
 - b. Employee has used all accumulated leave days
 - c. History of use of sick leave during the year
- 8) Sick bank leave may be requested by the employee for illness, injury, or death in the immediate

family. The central office shall maintain records of sick bank use.

9. Requests must be accompanied by physician's statement and indicate estimated number of sick days requested.

10. Eligible participants may join the sick leave bank by donating one day of his/her accumulated sick leave each year until such time as the bank reaches a maximum of 200 days. In the event that the maximum is met only new members will donate days.

11. Total amount of sick leave granted from the bank by the committee for one person cannot exceed twenty (20) working days per school year.

12. Any employee who is a member of the sick leave bank who has used up all accumulated sick leave, as well as all twenty (20) sick leave bank days, may petition the sick leave bank committee to solicit individual donations from employees. The petition will indicate the number of days needed along with a statement of need that explains the circumstances for which the additional days are being requested.

H. Mileage/M meal Reimbursement (Policy GAN)

Travel in the exercise of official assignments outside the city of Effingham, will be reimbursed at the state rate. Travel for activities that are considered voluntary may not be considered for reimbursement. Mileage/meal reimbursement claims are due in the Central Office the 1st of each month and are approved on the monthly board meeting date.

The Internal Revenue Service and State Department of Education have provided information concerning the district paying for employee's meals at conferences and other meetings.

****If an employee's trip requires an overnight stay or if the cost of the meal is included as part of the registration fee, this information does not apply.**

The district can reimburse for an employee's meal(s), but the amount is taxable and must be added to the employee's check, subject to employment taxes **UNLESS CERTAIN CONDITIONS APPLY.** (The district is paying for the meal; the employee is only paying state and federal income taxes on the cost of the meal.) However, if an employee attends a meeting, which does not require an overnight stay or if the cost of the meal(s) is included in the registration fee certain conditions will exempt the cost of the meals being applied to their payroll check. Meal allowances for normal travel are limited to \$5.25 for breakfast, \$8.00 for lunch and \$11.00 for dinner or a maximum of \$24.25 per day.

I. Duty Free Lunch

Classified employees are to receive a 20 minute lunch break each day during which time they are paid their hourly rate. Classified employees who lose their lunch period because they are required to supervise students will receive a free lunch.

J. On Call Status - Classified employees (custodians) designated as "On Call" over weekends will be compensated at a rate of \$50 per weekend. Should an "On Call" employee be called in to work, the employee will be compensated for any time above and beyond what the \$50 will cover in that employee's hourly wage requirements.

K. Bereavement Leave – The bereavement leave policy establishes uniform guidelines for providing paid time off to classified employees for absences related to the death of immediate family members **when that staff member has no other leave available, e.g. vacation or personal.** Bereavement leave may only be used when an employee has run out of vacation and/or personal leave.

Only full-time, active classified employees are eligible for benefits under this policy.

An employee who wishes to take time off due to the death of an immediate family member should notify his or her supervisor immediately.

Bereavement pay is calculated based on the base pay rate at the time of absence and will not include any special forms of compensation, such as incentives, commissions, bonuses, overtime or shift differentials.

Bereavement leave will normally be granted unless there are unusual business needs or staffing requirements. ~~An employee may, with his or her supervisor's approval, use any available vacation for additional time off as necessary.~~

Paid bereavement leave is granted according to the following schedule:

Bereavement leave may be granted for up to three (3) working days off from regularly scheduled duty with regular pay in the event of the death of the employee's spouse, child, father, father-in-law, mother, mother-in-law, brother, sister, stepfather, stepmother, stepbrother, stepsister, stepson or stepdaughter. To be eligible for paid bereavement leave, the employee generally must attend the funeral of the deceased relative.

Employees are allowed one day off from regular scheduled duty with regular pay in the event of death of the employee's brother-in-law, sister-in-law, son-in-law, daughter-in-law, aunt, uncle, grandparent, grandchild or spouse's grandparent. To be eligible for paid bereavement leave, the employee generally must attend the funeral of the deceased relative.

L. ATTENDANCE AND LEAVE

~~Your attendance at work is an essential component of your job. Good attendance is very important to the success of the district.~~ Excessive absenteeism, tardiness to work, or early departure is not acceptable. Unexcused absences and excessive absenteeism, including tardiness and early departure, will normally result in dismissal from your job. Each staff member's attendance at work, especially on school days, is very important. ~~When you employees~~ are absent, required work may not get done, or the work must be shifted to others.

~~Having accrued leave is not a right to take leave at your own discretion. Your supervisor~~ **Departmental supervisors have** has the right and responsibility to **approve or deny leave requests.** ~~your request for leave if your attendance is required. There may be times when you an employee will be denied a request to use personal leave, even though you when accrued personal leave available. The leave that you accrue is for your use as you require; but the~~ **When considering leave approval, department supervisors will always take into consideration the interests of the** District requirements must come first. Any time that you **an employee** needs to be absent from work, ~~you they~~ must **first** submit a leave request to ~~your their~~ supervisor in advance, and in time to be processed. Illness or emergencies are the only exceptions to ~~advance request~~ this requirement.

Annual Accrued Leave is **unused** Sick leave ~~accrued~~ **carried over from year to year** on an annual basis. The amount **number** of your annual accrued leave **days** is shown on your **the employee** earnings statement as a total of **all accumulated unused leave - current and accrued.** ~~your current year leave plus annual accrued leave minus any current year used leave. When you have used up all of your leave, your supervisor will normally not recommend approval of your requested absence. When an employee runs out of leave - current and accrued - the employee may petition the Sick Leave Bank for sick leave days, if the employee is a Sick Leave Bank contributor.~~ Management of ~~your~~ accrued leave balance, ~~although checked by your supervisor, is your~~ **the responsibility of the employee.**

Leave Without Pay, by School Board policy, requires prior approval of the Superintendent of USD 377. Leave Without Pay must be justified, requested, and approved ahead of time. Leave Without Pay is not a routine option for district staff and is not to be abused. Approval after the fact will only be made for very compelling reasons.

EXPLANATION OF LEAVE TYPES

1) Annual Allocated Sick Leave.

- a) Part-time employees shall be given five days sick leave per year.
- b) Full-time employees (bus-drivers included) shall be given 10 days sick leave per year.
- c) Employees working 11 or 12 month contracts shall receive one additional sick day for each extra month.
- d) Annual allocated sick leave may be used for personal illness or injury, and for illness, injury, or death of a member of the employee's immediate family. Absence for illness, injury, or death in the employee's immediate family is limited to ten (10) days maximum per year.
- e) Sick leave will be indicated for Worker's Compensation Injuries.
- f) Sick leave must be used for Family Medical Leave. (See Family Medical Leave Policy.)
- g) Immediate family is defined as: Employee's spouse, child, stepchild, grandchild, siblings, parent or grandparent. Additionally, any of those categories listed would be expanded to include "in-law."

2) Accrued Leave.

- a) Part-time employees shall be allowed to accumulative up to 30 sick leave days.
- b) Full-time employees (bus-drivers included) shall be allowed to accumulative up to 60 sick leave days.
- c) Employees working 11 or 12 month contracts shall be allowed to accumulative up to 62 sick leave days.
- ~~d) Upon Retirement, Sick leave has a cash value as per Board Policy for each accrued day allowed.~~

3) Personal Leave.

- a) Personal leave is granted for emergency personal business that cannot be attended to on weekends and during vacations. New employees may use a maximum of ½ of the emergency personal days during their first six months of employment.
- b) Personal leave must be justified, requested, and approved ahead of time.
- c) Part time employees are granted a maximum of 5 personal leave days that may be used in lieu of current year sick leave.
- d) A maximum of 10 personal leave days may be used in lieu of current year allocated sick leave.
- e) Personal leave may not be used in place of any leftover annual accrued leave.

Any absence from duty must be reported to the immediate supervisor as soon as possible and the School Employee Report of absence filled out.

V. GENERAL GUIDELINES

A. Safety - All employees should receive a copy of and read the USD 377 Safety handbook. It is the policy of USD 377 to assure, so far as possible, that every employee has a safe and healthful place in which to work. The observance of safe working rules and practices is a necessary part of every job. A good safety program gives the employee a better place to work.

B. Drug Free Workplace (cf. GAOA,GAOB) (see policy insert) - The lawful possession, use, sale or distribution of illicit drugs and alcohol by school employees on school premises or as a part of any school activity is prohibited. This policy is required by the 1989 amendments to the Drug Free Schools and Communities Act, P. L. 102-226, 103 St. 1928. (Cf. LDD).

Policy GAOC covers the Use of Tobacco Products in School Buildings. The use of tobacco products in any form is prohibited on all school grounds and in all buildings and vehicles, owned, leased or rented by the district. This includes look alike products such as electronic cigarettes (E-cigarettes).

The policy applies to everyone working on, working in, using or visiting school district properties. It applies to personal vehicles on school property and district-owned vehicles.

Drug and Alcohol Testing (cf. GAOD) - It is a federal requirement that effective January 1, 1996, that bus drivers be in a program for random drug testing. USD 377 **uses a 3rd party vendor to conduct all mandated drug testing** joined a drug Testing Consortium for this testing.

C. Policy on Sexual Harassment (cf. GAAC) - 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.

D. Grievance Procedure - The board provides a procedure whereby each employee shall have the opportunity to have employee complaints and grievances timely and fairly considered. See Negotiated Agreement for certificated employees. Classified personnel should see Policy GAE.

E. COBRA & Portability (see inserts in back of book) - Continuation Rights for Employees and Dependents The USD 377 group health plan provides all employees the opportunity to continue the group health coverage for up to **36 18** months after their coverage would otherwise terminate. Under COBRA, the employee or beneficiary pays the full cost of coverage at USD 377's group rates plus an allowable administrative fee. A copy of COBRA regulations is given to each employee when hired. Copies are available in the Central Office.

PORTABILITY (movement from one coverage to another without the need to serve new preexisting conditions waiting period)

If you leave our group you may request documentation of your health coverage in our group. Credit must be given by your new employer as long as the gap in coverage is no longer than 62 days. See notice of your Right to Documentation of Health coverage insert in back of this book.

F. Family and Medical Leave Act (see policy insert) - 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. (See Policy GARI)

G. District Credit Cards (See policy CEF) - The Central Office or Principals are responsible for checking out and in district credit cards to employees. Before obtaining a credit card, the employee must have approval from their supervisor by submitting an itemized requisition form. Employees are to return a signed charge ticket to the principal or central office for any charges. The principal or superintendent will approve the charge and forward to the Central Office for payment. Lost cards must be reported to the Superintendent immediately. An itemized ticket for all credit card charges must be submitted for approval.

H. Destroying Documents (See policy CYA) - After the district receives knowledge of legal action against the district or its employees, no documents or electronic information pertaining to the subject of the action, maintained in any form, may be destroyed.

I. Computer and Email Use/Privacy Rights (See Policy IIBG) - Employees shall have no expectation of privacy when using district e-mail or other official communication systems. E-mail messages shall be used to conduct approved and official district business. All employees must use appropriate language in all messages. Employees are expected to conduct themselves in a professional manner and to use the system according to these guidelines or other guidelines published by the administration.

Any e-mail or computer application or information in district computers or computer systems is

subject to monitoring by the administration. The district retains the right to duplicate any information in the system or on any hard drive. Employees who violate district computer policies are subject to disciplinary action up to and including termination.

J. Internet Usage - All Internet data that is composed, transmitted, or received via our computer communications systems is considered to be part of the official records of USD 377 and, as such, is subject to disclosure to law enforcement or other third parties. Consequently, employees should always ensure that the business information contained in all Internet transmissions is appropriate, ethical, and lawful.

The equipment, services, and technology provided to access the Internet remain at all times the property of USD 377. As such, USD 377 reserves the right to monitor Internet traffic, and retrieve and read any data composed, sent, or received through our online connections and stored in our computer systems.

Abuse of the Internet access provided by USD 377 in violation of law or USD 377 policies will result in disciplinary action, up to and including termination of employment. Employees may also be held personally liable for any violations of this policy.

K. Staff Use of Communication Devices (see policy GAT) - 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.

L. 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 cellphones while driving and will be solely responsible for all traffic violation liabilities resulting from their use of a phone while driving.

VI. KANSAS PUBLIC EMPLOYEES RETIREMENT SYSTEM (KPERS)

KPERS was created by an act of the 1961 Kansas Legislature. The purpose of the retirement system is, “To provide an orderly means whereby employees of participating employers who attain retirement age may be retired from active service without prejudice and without inflicting a hardship upon the employees retired and to enable such employees to accumulate reserves for themselves and their dependents to provide for old age, death and termination of employment and for the purpose of effecting economy and efficiency in the administration of governmental affairs.”

Membership & Enrollment - KPERS school membership is mandatory by state law for employees who meet the membership requirements. To become a KPERS school member every employee must meet these membership requirements:

1. The position is covered by the old age, survivors, and disability insurance section of the Federal Social Security Act.
2. The position is not seasonal.
3. The position is not temporary.
4. The position requires at least 630 hours of work per year or 3.5 hours of work per day for at least 180 days.

Beneficiary Designation - There are several death benefits available to beneficiaries of retirement system members. These benefits include contributions refunds, group life insurance, and service connected accidental death coverage. All death benefits are payable to one's beneficiary or beneficiaries. KPERS encourages naming a beneficiary or beneficiaries to facilitate benefit payments even though the retirement act provides a line of descendency.

Primary and contingent beneficiaries may be named.

1. The sole or joint PRIMARY beneficiary is the first to be paid in the event of a member's death. Joint primary beneficiaries share equally in benefits payable.
2. The sole or joint CONTINGENT beneficiary will be paid if the primary is deceased. Joint contingent beneficiaries share equally in benefits payable.

Disability Benefits - Disability income benefits provide a monthly benefit based on 60% of the member's annual rate of compensation. To qualify for disability benefits, a member must have been prevented from performing each and every duty of any occupation for which one is reasonably qualified by education, training, or experience for a period of 180 continuous days and in any case, disability that requires the regular and continuous care of a physician unless such care would serve no useful purpose.

Insured disability benefits are subject to reduction for benefits received from primary social security, one half worker's compensation, or any other employer-provided disability benefit but will not be reduced below a minimum \$100 monthly benefit.

Members who become eligible for disability income benefits receive continued life insurance coverage and participating service credit for the period of disability.

Withdrawing one's contributions from KPERS or retiring forfeits entitlement to disability benefits under this program.

Death Benefits - The group life insurance is equal to 150% of the member's annual rate of compensation based on information provided by the employer. Upon terminating employment, a member may convert the life insurance to an individual policy or take a portability option. Members who want information on life insurance conversion or portability should contact the designated agent. The conversion or portability application must be made within 31 days of terminating employment.

The retirement act provides accidental death benefits in the event of the member's death as a result of an accident arising out of, and in the course of, the member's actual performance of duty, in the employ of a

participating employer. The accidental death benefit is a lump sum payment of \$50,000 and monthly benefits based on 50% of the final average salary less worker's compensation.

Upon the death of a member before retirement, the member's accumulated contributions are payable to the member's beneficiary.

KPERS Optional Life - KPERS members may purchase additional life insurance through KPERS up to \$50,000 without answering questions about your health. Employees must apply for coverage within 30 days of employment. Employees will need to provide proof of health for any increases in coverage.

VII. FRINGE BENEFITS -- IRS SECTION 125 CAFETERIA PLAN

The Board of Education will provide every regularly contracted employee a salary reduction cafeteria fringe benefit program which complies with Section 125 of the Internal Revenue Service Code. Employees may reduce their salary and wages by an annual amount up to the maximum allowed by law for a pre-tax allocation toward the following fringe benefits:

- 1) Group Health, Hospitalization
- 2) Cancer Insurance
- 3) Disability Insurance
- 4) Group Term Life Insurance (not pre-tax)
- 5) Dependent Care Reimbursement
- 6) Medical Reimbursement
- 7) Accident/Critical Illness/Hospital Confinement
- 8) Indemnity

Any unexpended money committed by the employee for one of these benefits remaining at the end of the contract year shall revert to the Board. Each employee may execute the salary reduction agreement once each year (pre-enrollment is held during October/November preceding the new policy year for employees – January 1st). After this annual allocation is made for each selected benefit, the only changes which will be made is one that is allowed by the Internal Revenue Service Code.

Nine month employees will have their summer premiums deducted over the course of their contract. This will eliminate the need for an employee to issue a personal check to the district in the event a payroll check is not received during any summer month.

Voluntary Tax-sheltered Annuities - Pursuant to KSA 72-8603 and Internal Revenue Service Code Section 403(b), any employee may voluntarily reduce their individual salary and contribute to a tax sheltered annuity up to the maximum allowed by law. Employees who wish to enter into an annuity agreement with one of the approved companies must properly complete a Salary Reduction Agreement. If at any time the number of participants in any approved program drops below the five (5) member minimum, the remaining employees will be required to select an approved company for future contributions. Both Tax sheltered and ROTH annuities are available. Administration of the tax sheltered and ROTH 403(b) plans is handled by a third party administrator.

VIII ORGANIZATIONAL CHART

APPENDIX A - (excerpt from 2016 Non-State Employee Guidebook)

CONTINUATION OF COVERAGE – COBRA

The federal Consolidated Omnibus Budget Reconciliation Act (COBRA) law was enacted in 1986. This law requires that most employers sponsoring Group Health Insurance Plans offer employees and their families the opportunity for a temporary extension of health coverage at group rates in certain instances where coverage under the plan would otherwise end.

If you and your dependents lose insurance coverage under the SEHP, you have the right to elect to continue coverage by paying the required premiums. (Under **COBRA**, if you are a retiree or are covered through the Direct Bill program, you also have the same continuation rights as active employees.). If you are a retiree and have chosen COBRA over the SEHP Direct Bill coverage and COBRA runs out, you may enroll in Direct Bill coverage.

You, your spouse, and your dependents that are eligible to continue health insurance coverage are called Qualified Beneficiaries. The provisions under which you can continue coverage are called Qualifying Events. The number of months you and any dependents you may have, can continue coverage is specified based on your qualifying event. The maximum length of time a qualified beneficiary may carry COBRA coverage is 18 months. Coverage may be shortened or extended in lieu of a secondary qualifying event.

HEALTH COVERAGE TO BE CONTINUED

Qualified beneficiaries are eligible to continue only those medical, dental, prescription drug and vision benefits in which they were covered at the time of the qualifying event.

NOTE: If you go on Leave Without Pay (LWOP), then terminate employment AND do not continue SEHP coverage during the leave period, then you and any dependents will **NOT** be eligible for COBRA continuation. You are not eligible because you were not participating in the SEHP at the time of the qualifying event.

PROCEDURES TO BE FOLLOWED WHEN YOU EXPERIENCE A COBRA QUALIFYING EVENT

1. If the qualifying event is termination of employment (except for gross misconduct), the SEHP must notify your medical plan that termination of insurance coverage has occurred. Because there is a time limit in which you can elect to continue coverage, your employer must immediately notify SEHP Membership Services of your termination of

employment so that SEHP Membership Services can cancel your coverage.

2. If the qualifying event is the reduction of work hours to less than 1,000 per year, the SEHP must notify your medical plan that termination of insurance coverage has occurred. The online Change request has been designed so that this information can be obtained via the online request. Because there is a time limit in which you can elect to continue coverage, the online Change request must be immediately submitted to SEHP Membership Services.

3. If the qualifying event is due to 1) Death (active employee and Direct Bill); 2) Divorce (active employee and Direct Bill); 3) Choosing Medicare as primary carrier and leaving dependents without health insurance coverage (active employees ONLY); or 4) A dependent of yours ceases to meet the SEHP's definition of dependent, i.e. turns age 26 (active employee and Direct Bill), the qualified beneficiary must notify their employer's Human Resources office **within 60 days** of the qualifying event. (Spouses and dependents of retirees should notify the SEHP **within 60 days** of the qualifying event). If notice is not received within 60 days of the qualifying event, the beneficiary will **not** be eligible for continuation coverage. Because of this time limit, the online Change request must be transmitted immediately to SEHP Membership Services.

4. Within 21 days of SEHP Membership Services receiving notification of the qualifying event, the qualified beneficiary will receive specific information, including a COBRA Enrollment packet setting forth the requirements for continuing insurance coverage, the plans available, and the applicable premium rates from the SEHP COBRA administrator.

5. An election by you or your spouse to continue coverage will be deemed to be an election for coverage by any other qualified beneficiary. However, each qualified beneficiary has an individual right to select continuation coverage. Each beneficiary may make a separate selection among the levels of coverage available.

ADMINISTRATIVE ISSUES

SEHP active benefits will generally terminate on the day the COBRA qualifying event occurs.

For all terminations, COBRA notices are generated by the SEHP's third party COBRA administrator following notification of the employee's termination by the SEHP. COBRA notices are generated from the Termination requests entered in MAP by the Non-State Employer HR Representative. If the Termination request is not entered into MAP, the member does not receive a COBRA notice. Therefore, timeliness becomes a critical issue when completing and submitting Termination requests.

Also, if the termination request is not entered in MAP, the carriers will not be notified to cancel coverage and claims are paid without collection of premium.

NOTE: Untimely notification has a severe adverse effect on health insurance premium rates.

COBRA continuation is not automatic - it is a choice that the qualified beneficiary must make. Also, the online Change request does not activate COBRA continuation status. The qualified beneficiary must complete the COBRA election form that accompanies the COBRA notification letter sent by the COBRA Administrator. The qualified beneficiary has 60 days from the date of the COBRA notice to return the COBRA continuation election form to the COBRA Administrator. If you elect COBRA continuation, COBRA coverage will begin the day after active SEHP coverage ends.

COBRA notification letters will be sent to the qualified beneficiary at their last known address. It is important at the time of termination that your employer has your correct address. If you move, you should leave forwarding instructions at the Post Office.

COST OF BENEFITS - COBRA CONTINUATION RATES

Any qualified beneficiary who elects to continue coverage under the plan must pay the full cost of that coverage (including **both** the share you paid as an active employee, and the share paid by your employer), **plus** any additional amounts allowed by law. At present, COBRA Continuation rates are 102% of total premium. Those beneficiaries who elect the 11-month extension of benefits due to disability will pay 150% of premium for the additional 11-months of coverage.

For more information including the current plan year COBRA rates, view the COBRA Enrollment Booklet on our website here - www.kdheks.gov/hcf/sehp/COBRA-2016Book.htm.

TERMINATION OF COVERAGE CONTINUATION

You and/or your eligible dependents will lose continuation of SEHP under COBRA if:

1. You do not pay or do not make timely payment of premiums in full;
2. You or your dependent(s) become(s) covered, either as an employee or dependent, under another employer-provided medical plan which does not limit or exclude coverage for preexisting conditions (does **not** apply to the surviving spouse in qualifying event I);
3. You or enrolled dependent(s) become eligible for Medicare (has enrolled in the Medicare program). However, if Medicare eligibility is due to ESRD, the individual may continue on COBRA.

NOTE: Only the person(s) eligible for Medicare coverage lose(s) COBRA Continuation benefits. Any other person(s) enrolled may continue for the duration of the COBRA eligibility period; or

4. The State of Kansas no longer offers group health insurance to its employees.

For more information contact your Human Resources office.

~~CONTINUATION COVERAGE RIGHTS UNDER COBRA~~

Introduction

You are receiving this notice because you have recently become covered under USD 377's *State Health Plan Benefits* (the Plan). This notice contains important information about your right to COBRA continuation coverage, which is a temporary extension of coverage under the Plan. The right to COBRA continuation coverage was created by a federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). COBRA continuation coverage can become available to you and to other members of your family who are covered under the Plan when you would otherwise lose your group health coverage. This notice generally explains COBRA continuation coverage, when it may become available to you and your family, and what you need to do to protect the right to receive it. This notice gives only a summary of your COBRA continuation coverage rights. For more information about your rights and obligations under the Plan and under federal law, you should either review the Plan's Summary Plan Description or get a copy of the plan Document from the Plan Administrator.

~~The State~~ is responsible for administering COBRA continuation coverage

COBRA Continuation Coverage

COBRA continuation coverage is a continuation of Plan coverage when coverage would otherwise end because of a life event known as a "qualifying event." Specific qualifying events are listed later in this notice. COBRA continuation coverage must be offered to each person who is a "qualified beneficiary." A qualified beneficiary is someone who will lose coverage under the Plan because of a qualifying event. Depending on the type of qualifying event, employees, spouses of employees, and dependent children of employees may be qualified beneficiaries. Under the Plan, qualified beneficiaries who elect COBRA continuation coverage must pay for COBRA continuation coverage.

If you are an employee, you will become a qualified beneficiary if you will lose you coverage under the Plan because either one of the following qualifying events happens:

- ~~(1) Your hours of employment are reduced, or~~
- ~~(2) Your employment ends for any reason other than your gross misconduct.~~

If you are the spouse of an employee, you will become a qualified beneficiary if you lose your coverage under the Plan because any of the following qualifying events happens:

- ~~(1) Your spouse dies;~~
- ~~(2) Your spouse's hours of employment are reduced;~~
- ~~(3) Your spouse's employment ends for any reason other than his or her gross misconduct;~~
- ~~(4) Your spouse becomes enrolled in Medicare (Part A, Part B, or both); or~~
- ~~(5) You become divorced or legally separated from your spouse.~~

Your dependent children become qualified beneficiaries if they will lose coverage under the Plan because any of the following qualifying events happens:

- ~~(1) The parent-employee dies;~~

- ~~(2) The parent-employee's hours of employment are reduced;~~
- ~~(3) The parent-employee's employment ends for any reason other than his or her gross misconduct;~~
- ~~(4) The parent-employee becomes enrolled in Medicare (Part A, Part B, or both);~~
- ~~(5) The parents become divorced or legally separated; or~~
- ~~(6) The child stops being eligible for coverage under the plan as a "dependent child."~~

Sometimes, filing a proceeding in bankruptcy under title 11 of the United States Code can be a qualifying event. If a proceeding in bankruptcy is filed with respect to [enter name of employer sponsoring the plan], and that bankruptcy results in the loss of coverage of any retired employee covered under the Plan, the retired employee is a qualified beneficiary; with respect to the bankruptcy. The retired employee's spouse, surviving spouse, and dependent children also be qualified beneficiaries if bankruptcy results in the loss of their coverage under the Plan.

The Plan will offer COBRA continuation coverage to qualified beneficiaries only after the Plan Administrator has been notified that a qualifying event has occurred. When the qualifying event is the end of employment or reduction of hours of employment, death of the employee, commencement of a proceeding in bankruptcy with respect to the employer, or enrollment of the employee in Medicare (Part A, Part B or both), the employer must notify the Plan Administrator of the qualifying event (1) within 50 days of any of these events.

For the other qualifying events (divorce or legal separation of the employee and spouse or a dependent child's losing eligibility for coverage as a dependent child), you must notify the Plan Administrator. The Plan requires you to notify the Plan Administrator **within 60** days after the qualifying event occurs. You must send this notice to: Unified School District #377, PO Box 289, Effingham, KS **66023**.

Once the Plan administrator receives notice that a qualifying event has occurred, COBRA continuation coverage **will be** offered to each of the qualified beneficiaries. For each qualified Beneficiary who elects COBRA continuation coverage, COB524 continuation coverage **will** begin (1) on the date of the qualifying event.

COBRA continuation coverage is a temporary continuation of coverage. When the qualifying event is the death of the employee, enrollment of the employee in Medicare (Part A, Part B, or both), your divorce or legal separation, or a dependent child losing eligibility as a dependent child, COBRA continuation coverage lasts up for up to 36 months.

When the qualifying event is the end of employment or reduction of the employee's hours of employment, COBRA continuation coverage lasts for up to 18 months. There are two ways in which. This 18-month period of COBRA continuation coverage can be extended.

Disability extension of 18-month period of continuation coverage

If you or anyone in your family covered under the Plan is determined by the Social Security administration to be disabled at any time during the first 60 days of COBRA continuation coverage and you notify the Plan Administrator in a timely fashion, you and your entire family can receive up to an additional 11 months of COBRA continuation coverage, for a total maximum of 29 months. You must make sure that the Plan Administrator is notified of the Social Security Administration's determination within 60 days of the date of the determination and before the end

of the 16-month period of COBRA continuation coverage.

Second qualifying event extension of 18-month period of continuation coverage

If your family experiences another qualifying event while receiving COBRA continuation coverage, the spouse and dependent children in your family can get additional months of COBRA continuation coverage, up to a maximum of 36 months. This extension is available to a dependent child when that child stops being eligible under the Plan as a dependent child. **In all these cases, you must make sure that the Plan Administrator is notified of the second qualifying event within 60 days of the second qualifying event.**

If You Have Questions

If you have questions about your COBRA continuation coverage, you should contact *the USD 377 Central Office* or you may contact the nearest Regional or District Office of the U.S. Department of Labor's Employee Benefits Security Administration (EBSA). Addresses and phone numbers of Regional and District EBSA Offices are available through EBSA's website.

Keep Your Plan informed of Address Changes

In order to protect your family's rights, you should keep the Plan Administrator informed of any changes in the addresses of family members. You should also keep a copy, for your records, of any notices you send to the Plan Administrator.

APPENDIX B

BOARD POLICIES

The policies and administrative rules of Unified School District No. 377 are the results of a combined effort of the professional staff of the Kansas Association of School Boards and the Board of Education and the district's staff.

Complete board policy books are available in the office of each principal, and the high school library. This book contains policies which contain most of your responsibilities, your rights, your limitations, and your liabilities. Consequently, these are the policies about which you should become knowledgeable. In addition to what is contained in this book, you should be familiar with the Negotiated Agreement, and Employee Safety Handbook.

Understanding the Policy System

Policies are principles adopted by the school board to chart a course of action. They tell WHAT is wanted and may include also WHY and HOW MUCH. They should be broad enough to provide the administrators with guidance in handling the day-to-day issues which arise; they should be narrow enough to give the administration clear guidance.

This philosophy was incorporated into the thinking that produced the model and guided the board and the district's staff in developing the final, adopted policies.

There is one binder containing thirteen sections of policies. These sections are:

A--DISTRICT ORGANIZATION
B--BOARD OPERATIONS
C--GENERAL ADMINISTRATION
D--FISCAL MANAGEMENT
E--BUSINESS MANAGEMENT
F--FACILITY EXPANSION PROGRAM
G--PERSONNEL (certified and noncertified)
H--NEGOTIATIONS
I -- INSTRUCTIONAL PROGRAM
J--STUDENTS
K--PUBLIC RELATIONS
L-- RELATIONS/ORGANIZATIONS
M--RELATIONS/AGENCIES

EBB Safety

The district shall make reasonable efforts to provide a safe environment for students and employees.

Safety Rules - The superintendent and staff shall develop necessary rules and regulations for student safety in school and at school activities.

Safety Unit - Teachers who instruct in hazardous curriculum areas will teach a unit each year or semester dedicated to safety rules inherent in the particular subject matter.

Appropriate safety signs, slogans, or other safety items shall be posted on or in the near vicinity of

potentially dangerous devices or machinery.

No student will be permitted to participate in the class until satisfactory knowledge of the safety rules are demonstrated to the teacher. Teachers will conduct periodic reviews of safety rules during the school year.

Warning System - The board will seek to cooperate with local government officials, emergency preparedness authorities, and other related state agencies to maintain adequate disaster warning systems.

Safety Inspections - The superintendent, building principals, and maintenance personnel will regularly inspect each attendance center, playground and playground equipment, boilers, bleachers, and other appropriate areas to see that they are adequately maintained. Written records of these inspections shall be maintained.

If repairs are necessary, the individual conducting the investigation shall immediately inform the building principal, superintendent, or immediate supervisor in writing. Necessary steps either to repair or to remove the defect will be taken as soon as possible. Defects requiring expenditure of money in excess of \$1,000 will be reported to the board. Any defects not immediately removed, repaired, or otherwise eliminated shall be blocked off with fences or other restraining devices.

Heating and Lighting - All furnaces, boilers, and lighting fixtures will be inspected annually to ensure safety for students, district employees, and patrons. These devices shall meet minimum state and federal standards.

NEW - The use of space heaters in district buildings is permitted so long as all heaters are: UL listed and approved; plugged directly into the wall outlet and not used with an extension cord; and have a 3 foot clearance from any combustible items that may catch fire. Combustible items include, but are not limited to, paper products, clothing, and blankets. Staff members who wish to bring their own space heater shall first get the approval of their immediate supervisor.

EDAA School Vehicles - School buses and other school vehicles will not be loaned, leased or subcontracted to any person, groups of persons or organizations except as allowed by law subject to board approval.

Liability - All school vehicles will be adequately insured.

Safety - *For the purposes of this policy, “school transportation provider” is defined to include school bus drivers, school passenger vehicle drivers, and other school employees who may transport students.*

Every school transportation provider shall have a valid driver’s license. Such drivers shall have full authority and responsibility for the passengers riding in school vehicles.

Students or other persons riding in school buses or school vehicles who violate district policy or bus and/or school vehicle rules will be reported to the proper administrative official. Violations of these policies and/or rules may result in disciplinary action by school officials or reports to law enforcement as appropriate.

Speed Limits - The board may set speed limits for district buses, which may be lower than state-allowed maximum speed limits.

Safety Inspection - The superintendent shall be responsible for bus and other transportation inspections.

Defects found in school vehicles shall be repaired as soon as possible. The director of transportation shall be responsible for keeping school vehicles in good operating condition.

Scheduling and Routing - Scheduling and routing shall be the responsibility of the superintendent. Bus and transportation schedules and routing maps will be updated annually prior to the start of school.

Records - *Every school transportation provider will keep accurate records pertaining to each assigned vehicle. The types of records shall be developed by the superintendent.*

Any record developed by the administration for the purpose of monitoring vehicle use will include, but may not be limited to, the following information: miles driven each trip, gas and oil usage, purpose of the trip, destination, time of departure, and time of return. ***Such records will be signed by each driver at the conclusion of each trip and submitted to the person responsible for collection of these records.*** An annual summary report will be used in the compilation of the district's budget. A copy of the annual report may be given to the board on or before the regular board meeting in June or upon request.

Licensing of Drivers - It shall be the responsibility of all school transportation providers to register with the superintendent annually the validity of license certification by the Kansas Department of Revenue. If a school transportation provider's license is suspended or revoked at any time, the suspension or revocation shall be reported to the superintendent and the employee shall immediately cease driving a school vehicle and transporting students.

School transportation providers shall receive a copy of this policy annually on registering their driving certification with the superintendent.

Housing of School Vehicles - All school vehicles shall be housed in areas designated by the superintendent. Buses may be housed in the district's central storage area or assigned to a designated driver who may then house the bus as directed.

If district cars or vans are assigned to designated employees, the employee shall be responsible for the proper care, maintenance, and housing of the vehicle either at a district-owned site or at the employee's residence.

GAA Goals and Objectives - The goal of the personnel policies set forth in this policy section is to create the best possible educational climate for the children of the school district. To this end, these personnel policies are designed to prevent misunderstanding by the district's personnel of their duties, responsibilities, and privileges.

- All employees shall follow all applicable board policies, rules, regulations, and supervisory directives.
- All personnel handbooks shall be approved by the board and adopted, by reference, as a part of these policies and rules.

GAAC Sexual Harassment (See GAF)

GAAC

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.

GAACA – Racial and Disability Harassment: Employees (Also see GAF, JGECA and KN)

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.

~~**GAAP—Emergency Safety Interventions (See GAO, JRB, JQ, and KN)**~~ - The board of education is committed to limiting the use of Emergency Safety Interventions (“ESI”), such as seclusion and restraint, with all students. Seclusion and restraint shall be used only when a student's conduct necessitates the use of an emergency safety intervention as defined below. The board of education encourages all employees to utilize other behavioral management tools, including prevention techniques, de-escalation techniques, and positive behavioral intervention strategies.

This policy shall be made available on the district website with links to the policy available on any individual school pages. In addition, this policy shall be included in at least one of the following: each

school's code of conduct, school safety plan, or student handbook.

Definitions (See K.A.R. 91-42-1) "Emergency Safety Intervention" is the use of seclusion or physical restraint when a student presents an immediate danger to self or others. Violent action that is destructive of property may necessitate the use of an emergency safety intervention.

"Seclusion" requires all three of the following conditions to be met: (1) the student is placed in an enclosed area by school personnel; (2) the student is purposefully isolated from adults and peers; and (3) the student is prevented from leaving, or reasonably believes that the student will be prevented from leaving, the enclosed area.

"Chemical Restraint" means the use of medication to control a student's violent physical behavior or restrict a student's freedom of movement.

"Mechanical Restraint" means any device or object used to limit a student's movement.

"Physical Restraint" means bodily force used to substantially limit a student's movement.

"Physical Escort" means the temporary touching or holding the hand, wrist, arm, shoulder, or back of a student who is acting out for the purpose of inducing the student to walk to a safe location.

"Time-out" means a behavioral intervention in which a student is temporarily removed from a learning activity without being confined.

Prohibited Types of Restraint - All staff members are prohibited from engaging in the following actions with all students:

- *Using face-down (prone) physical restraint;*
- *Using face-up (supine) physical restraint;*
- *Using physical restraint that obstructs the student's airway;*
- *Using physical restraint that impacts a student's primary mode of communication;*
- *Using chemical restraint, except as prescribed by a licensed healthcare professional for treatment of a medical or psychiatric condition; and*
- *Use of mechanical restraint, except:*
 - *Protective or stabilizing devices required by law or used in accordance with an order from a licensed healthcare professional;*
 - *Any device used by law enforcement officers to carry out law enforcement duties; or*
 - *Seatbelts and other safety equipment used to secure students during transportation.*

Training - All staff members shall be trained regarding the use of positive behavioral intervention strategies, de-escalation techniques, and prevention techniques. Such training shall be consistent with nationally recognized training programs on the use of emergency safety interventions. The intensity of the training provided will depend upon the employee's position. Administrators, licensed staff members, and other staff deemed most likely to need to restrain a student will be provided more intense training than staff who do not work directly with students in the classroom. District and building administration shall make the determination of the intensity of training required by each position.

Each school building shall maintain documentation regarding the training that was provided and a list of participants.

Notification and Documentation - The principal or designee shall provide written notification to the student's parents any time that ESI is used with a student. Such notification must be provided within two (2) school days.

In addition, each building shall maintain documentation any time ESI is used with a student. Such documentation must include all of the following:

- Date and time of the intervention;
- Type of intervention;
- Length of time the intervention was used; and
- School personnel who participated in or supervised the intervention.

All such documentation shall be provided to the building principal, who shall be responsible for providing copies of such documentation to the superintendent on at least a biannual basis. At least once per school year, each building principal or designee shall review the documentation of ESI incidents with appropriate staff members to consider the appropriateness of the use of ESI in those instances.

Reporting Data - District administration shall report ESI data to the state department of education as required.

Local Dispute Resolution Process - The board of education encourages parents to attempt to resolve issues relating to the use of ESI informally with the building principal and/or the superintendent before filing a formal complaint with the board. In the event that the complaint is resolved informally, the administrator must provide a written report of the informal resolution to the superintendent and the parents and retain a copy of the report at the school. The superintendent will share the informal resolution with the board of education and provide a copy to the state department of education.

If the issues are not resolved informally with the building principal and/or the superintendent, the parents may submit a formal written complaint to the board of education by providing a copy of the complaint to the clerk of the board and the superintendent.

Upon receipt of a formal written complaint, the board president shall assign an investigator to review the complaint and report findings to the board as a whole. Such investigator may be a board member, a school administrator selected by the board, or a board attorney. Such investigator shall be informed of the obligation to maintain confidentiality of student records and shall report the findings and recommended action to the board in executive session.

Any such investigation must be completed within thirty (30) days of receipt of the formal written complaint by the board clerk and superintendent. On or before the 30th day after receipt of the written complaint, the board shall adopt written findings of fact and, if necessary, appropriate corrective action. A copy of the written findings of fact and any corrective action adopted by the board shall only be provided to the parents, the school, and to the state department of education.

GAO Maintaining Proper Control (See JGFB and GAAF) - Each employee is responsible for maintaining proper control in the school. Unless otherwise specified in board policy, an employee may use reasonable force necessary to ward off an attack, to protect a student or another person, or to quell a disturbance which threatens physical injury to others.

GAOA Drug and Alcohol Free Workplace (See LDD) - Maintaining a drug free workplace is important in establishing an appropriate learning environment for the students of the district. Unless otherwise specified in this policy, the unlawful manufacture, distribution, sale, dispensation, possession, or

use of a controlled substance is prohibited at school, on or in school district property; and at school sponsored activities, programs, and events. Possession and/or use of a controlled substance by an employee for the purposes of this policy shall only be permitted if such substance was obtained directly, or pursuant to a valid prescription or order issued thereto, from a person licensed by the state to dispense, prescribe, or administer controlled substances and any use is in accordance with label directions.

As a condition of employment in the district, employees shall abide by the terms of this policy.

Employees shall not unlawfully manufacture, distribute, dispense, possess, and/or use controlled substances in the workplace.

Any employee who is convicted under a criminal drug statute for a violation occurring at the workplace must notify the superintendent of the conviction within five days after the conviction. The superintendent shall then ensure that notice of such conviction is given to any granting agency within 10 days of receiving notice thereof.

Within 30 days after the notice of conviction is received, the school district will take appropriate action with the employee. Such action may include, suspension, placement on probationary status, or other disciplinary action including termination. Alternatively, or in addition to any action short of termination, the employee may be required to participate satisfactorily in an approved drug abuse assistance or rehabilitation program as a condition of continued employment. The employee shall bear the cost of participation in such program.

Each employee in the district shall be given a copy of this policy.

This policy is intended to implement the requirements of the federal regulations promulgated under the Drug Free Workplace Act of 1988. It is not intended to supplant or otherwise diminish disciplinary actions which may be taken under board policies or the negotiated agreement.

Maintaining a drug free workplace is important in establishing an appropriate learning environment for the students of the district. The unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the district.

GAOB Drug-Free Schools (See JDDA and LDD) - 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.

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.

GAT Staff Use of Communication Devices (See IIBG and IIBGC) - 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, email, 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 cellphones 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 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.

GARI Family and Medical Leave - District employees shall be provided family and medical leave as provided by a plan approved by the board. The plan for providing leave under this policy shall be filed with the clerk of the board and made available to all staff at the beginning of each school year.

FAMILY AND MEDICAL LEAVE PLAN - 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 defined 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.

Leave is available because of:

- 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;
- 4) a serious health condition of the employee that prevents the employee from performing the job functions;
- 5) a qualifying exigency arising because the spouse, son, daughter of parent of the employee is on active duty (or has been notified of an impending call or order to achieve active duty in the Armed Forces.
- 6) a spouse, son, daughter, parent or next of kin of a covered service member if they need care from the eligible family member. Eligible employees are, in this case, entitled to a combined total of 26 workweeks of leave during a 12-month period.

The leave shall normally be unpaid leave. However, if the employee has any paid vacation, personal, sick or disability leave that is available for use because of the reason for the leave, the paid leave shall be used first and counted toward the annual family and medical leave. The superintendent will notify the employee of the beginning date of family and medical leave and the amount of the employee's accrued paid leave designated as 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 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 portion of the cost shall be paid by the employee to the clerk of the board on the payroll date or other time as the employee and superintendent may agree. The board 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.

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 an 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 an 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.

IDAE Student Privacy Policy - The superintendent, the board and staff shall protect the right of privacy of students and their families in connection with any surveys or physical examinations conducted, assisted, or authorized by the board or administration. The district shall annually provide parents notice of their rights under the Protection of Pupil Rights Amendment and the Student Data Privacy Act, at the beginning of each school year, and at any other time the school district policies in the area are substantially changed.

Student Data Restrictions - Any student data submitted to or maintained in a statewide longitudinal student data system shall only be disclosed in accordance with the Student Data Privacy Act. Disclosure of all other student data or student record information maintained is governed by the Family Educational Rights and Privacy Act ("FERPA").

Annual written notice presented to parents and legal guardians of district students shall: 1) require parent or guardian's signature; and 2) shall state student data submitted to or maintained in a statewide longitudinal data system only be disclosed as follows.

Student data may be disclosed to:

- The authorized personnel of an educational agency or the state board of regents who require disclosures to perform assigned duties; and
- The student and the parent or legal guardian of the student, provided the data pertains solely to the student.

Student data may be disclosed to authorized personnel of any state agency, or to a service provider of a state agency, educational agency, or school performing instruction, assessment, or longitudinal reporting, provided a data-sharing agreement between the educational agency and other state agency or service provider provides the following:

- purpose, scope and duration of the data-sharing agreement;
- recipient of student data use such information solely for the purposes specified in agreement;
- recipient shall comply with data access, use, and security restrictions specifically described in agreement; and
- student data shall be destroyed when no longer necessary for purposes of the data-sharing agreement or upon expiration of the agreement, whichever occurs first.

*A service provider engaged to perform a function of instruction may be allowed to retain student transcripts as required by applicable laws and rules and regulations. Destruction shall comply with the NISTSP800-88 standards of data destruction.

Unless an adult student or parent or guardian of a minor student provides written consent to disclose personally identifiable student data, student data may only be disclosed to a governmental entity not specified above or any public or private audit and evaluation or research organization if the data is aggregate data. “Aggregate data” means data collected or reported at the group, cohort, or institutional level and which contains no personally identifiable student data.

The district may disclose: Student directory information when necessary and the student’s parent or legal guardian has consented in writing; directory information to an enhancement vendor providing photography services, class ring services, yearbook publishing services, memorabilia services, or similar services; any information requiring disclosure pursuant to state statutes; student data pursuant to any lawful subpoena or court order directing such disclosure; and student data to a public or private postsecondary educational institution for purposes of application or admission of a student to such postsecondary educational institution with the student’s written consent.

Student Data Security Breach - If there is a security breach or unauthorized disclosure of student data or personally identifiable information of any student submitted to or maintained on a statewide student longitudinal data system, each affected student or the parent or legal guardian of the student, if a minor, shall be immediately notified, and an investigation into the causes and consequences of the breach or unauthorized disclosure will be conducted.

Biometric Data - The district shall not collect biometric data from a student or use any device or mechanism to assess a student’s physiological or emotional state, unless the adult student or the parent or legal guardian of the minor student consents in writing. “Biometric data” includes measurable biological or behavioral characteristics that can be used for automated recognition of an individual, such as fingerprints, retina and iris patterns, voiceprints, DNA sequence, facial characteristics, and handwriting.

Nothing in this policy shall prohibit the collection of audio voice recordings, facial expression information, and student handwriting for:

- provision of counseling or psychological services,
- conducting student threat assessments,
- completing student disciplinary investigations or hearings, or
- conducting child abuse investigations.

Select Student Surveys - No test, questionnaire, survey, or examination containing any questions about a student’s or the student’s parents’ or guardians’ personal beliefs or practices on issues such as sex, family life, morality, or religion shall be administered to any student unless:

- the parent or guardian is notified in writing; and
- the parent or guardian of the student gives written permission for the student to participate.

Nothing shall prohibit school counselors from providing counseling services, including the administration of tests and forms as part of student counseling services. Any information obtained through such tests or counseling services shall not be stored on any personal mobile electronic device which is not owned by the school district. Storage of such information on personal laptops, tablets, phones, flash drives, external hard drives, or virtual servers not owned by the district is prohibited.

Students may be questioned:

- in the provision of psychological services,
- conducting of student threat assessments,
- completing student disciplinary investigations or hearings, or
- conducting child abuse investigations.

Collection of such information in these limited circumstances is permitted without prior written consent of the parent, guardian, or adult student.

IIBF Acceptable Use Guidelines (See IIBG, IIBGA, IIBGC)

Purpose - The district provides computer network and internet access for its students and employees. This service allows employees and students to share information, learn new concepts, research diverse subjects, and create and maintain school-based websites. The district has adopted the following Acceptable Use Guidelines to govern the conduct of those who elect to access the computer network or district Internet.

Acceptable Use Guidelines - Users shall adhere to the following guidelines of acceptable use:

- All use of the Internet will be in support of educational activities.
- Users will report misuse and breaches of network security.
- Users shall not access, delete, copy, modify, nor forge other users' e-mails, files, or data.
- Users shall not use other users' passwords nor disclose their password to others.
- Users shall not pursue unauthorized access, disruptive activities, nor other actions commonly referred to as "hacking," internally or externally to the district.
- Users shall not disclose confidential information about themselves or others.
- User shall not utilize unlicensed software.
- Users shall not access or permit access to pornography, obscene depictions, or other materials harmful to minors.
- Students shall not disable or attempt to disable Internet filtering software.

Prohibitions - Although the district reserves the right to determine what use of the district network is appropriate, the following actions are specifically prohibited:

- Transferring copyrighted materials to or from any district network without the express consent of the owner of the copyright.
- Use of the network for creation, dissemination, or viewing of defamatory, factually inaccurate, abusive, obscene, profane, sexually oriented, threatening, harassing, or other material prohibited by law or district policy.
- Dissemination of personnel or student information via the network when such information is protected by law, including the Family and Educational Rights Act or Student Data Privacy Act.
- Utilization of the network to disseminate non-work-related material.
- Utilization of the network as a means for advertising or solicitation.

Monitoring - The school district reserves the right to monitor, without prior notice, any and all usage of the computer network and district Internet access, including, but not by way of limitation, e-mail transmissions and receptions. Any information gathered during monitoring may be copied, reviewed, and stored. All such information files shall be and remain the property of the school district, and no user shall have any expectation of privacy regarding his/her use of the computer network or the district Internet.

Internet Safety - In compliance with the Children's Internet Protection Act (CIPA) and the Kansas Children's Internet Protection Act, the school district will implement filtering and or blocking software to restrict access to Internet sites containing child pornography, obscene depictions, or other materials harmful to minors. The school district, however, cannot and does not guarantee the effectiveness of filtering software. Any student who connects to such a site must immediately disconnect from the site and notify a teacher. An employee who accidentally connects to such a site must immediately disconnect from the site and notify a supervisor. If a user sees another user accessing inappropriate sites, he or she should notify a teacher or supervisor immediately. The school district administration reserves the right to prohibit access to any network or Internet it deems inappropriate or harmful. The school district shall instruct students regarding appropriate online behavior including cyberbullying.

Penalties for Improper Use - Access to the network and Internet is a privilege, not a right, and inappropriate use will result in the restriction or cancellation of the access. The district has the right to make the determination of what constitutes inappropriate use and use as an educational tool. Inappropriate use may lead to any disciplinary and/or legal action, up to and including suspension and/or expulsion of district students and suspension and/or termination of employees. Law enforcement shall be notified of inappropriate use which may constitute a violation of Federal or state law, and such use may result in criminal prosecution.

IIBG Computer and Device Use (See ECH, JCDA and KBA) - 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.

JDDA Drug-Free Schools (See GAOB, JGFGB, JGFGBA, and LDD) - Maintaining drug-free schools is important in establishing an appropriate learning environment for the district's students. Unless otherwise specified in this policy, the possession, use, sale, distribution, and/or being under the influence of illicit drugs, controlled substances, and/or alcohol by students at school, on or in school property, or at school sponsored activities or events is prohibited.

Possession, use, and/or being under the influence of a controlled substance by a student 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 student from a person licensed by the state to dispense, prescribe, or administer controlled substances;
2. In the case of use or possession, approved and administered, if administered at all, in accordance with board policy JGFGB and/or board policy JGFGBA; and
3. Used, if at all, in accordance with label directions.

Student Conduct - As a condition of continued enrollment in the district, students shall abide by the terms of this policy.

Students shall not manufacture, sell, distribute, dispense, possess, use, and/or be under the influence of illicit drugs, controlled substances, or alcoholic beverages at school, on or in school district property, or at any school activity, program, or event. Any student violating the terms of this policy will be reported to the appropriate law enforcement officials, and will be subject to suspension/expulsion.

Students who are suspended or expelled under the terms of this policy will be afforded the due process rights contained in board policies and Kansas statutes, K.S.A. 72-8901, et seq. Nothing in this policy is intended to diminish the ability of the district to take other disciplinary action against the student in accordance with other policies governing student discipline. If a student agrees to enter and complete a drug education or rehabilitation program, the cost of such program will be borne by the student and his or her parents.

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. Parents or students should contact the directors of the programs to determine the cost and length of the program.

A copy of this policy will be provided to all students and the parents of all students. Parents of all students will be notified that compliance with this policy is mandatory.

JGEC Sexual Harassment JGEC (See GAAC, GAAD, GAF, JDDC and KN)

The board of education is committed to providing a positive and productive learning and working environment, free from discrimination on the basis of sex, including sexual harassment. Sexual harassment shall 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 from filing a complaint, or to fail to investigate or refer for investigation, any complaint lodged under the provisions of this policy.

Sexual harassment is unwelcome sexual advances, requests for sexual favors and other inappropriate oral, written or physical conduct of a sexual nature when made by a member of the school staff to a student or when made by any student to another student when: (1) submission to such conduct is made, explicitly or implicitly, a term or condition of the individual's education; (2) submission to or rejection of such conduct by an individual is used as the basis for academic decisions affecting that individual; or (3) such conduct has the purpose or effect of interfering with an individual's academic or professional performance or creating an intimidating, hostile or offensive academic 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 a student's grades, participation in extracurricular activities, etc.

The district encourages all victims of sexual harassment and persons with knowledge of such harassment to report the harassment immediately. The district will promptly investigate all complaints of sexual harassment and take prompt corrective action to end the harassment.

Any student who believes that he or she has been subjected to sexual harassment should discuss the alleged harassment with the building principal, another administrator, the guidance counselor, or another certified staff member. Any school employee who receives a complaint of sexual 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.

The building principal or district compliance coordinator shall discuss the complaint with the student to determine if it can be resolved. If the matter is not resolved to the satisfaction of the student in this meeting, the student may initiate a formal complaint under the district's discrimination complaint procedure.

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 student 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 provide grounds for discipline under the code of student conduct.

An employee who witnesses an act of sexual harassment shall report the incident 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.

When a complaint contains evidence of criminal activity or child abuse, the building coordinator or district coordinator shall report such conduct to the appropriate law enforcement or DCF authorities.

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.

The filing of a complaint or otherwise reporting sexual harassment shall not reflect upon the individual's status or grades. 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 expulsion for a student or termination of employment for an employee.

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

JGGA Use of Surveillance Cameras (See CN and JR et seq) - The district may use surveillance cameras to monitor student activity.

Surveillance cameras may be used to monitor students riding in district vehicles and to monitor student behavior in or around any district facility.

Surveillance footage which is a record of student behavior shall be secured in a secure location until the digital storage mechanism or tape on which the footage is maintained is either reused or erased. Surveillance footage of personally identifiable students depicting their involvement in an altercation or other violation of law or district policy shall be considered a student record and shall be subject to current law for the release of student record information.

JR Student Records - All student records shall be treated as confidential and primarily for local school use unless otherwise stipulated. Access to student records, excluding student data submitted to or maintained in a statewide longitudinal data system in accordance with board policy IDAE, shall be permitted as set forth in board policies JR and JRB.

When records include information on more than one student, the parents/guardians of any student shall have access to copies of that part of the record that pertains to their child. Each school shall establish procedures for the granting of a request by parents/guardians for access to their child's school records within a reasonable period of time, but in no case more than 45 days after the request has been made.

In situations where the parents of a student are divorced or separated, each parent, custodial and/or non-custodial, shall have equal rights to their child's records unless a court order specifies otherwise. Private agreements between the student's parents shall not be recognized by the district's personnel.

Parents/guardians shall have an opportunity for a hearing to challenge the content of their child's school records to ensure that the records are not inaccurate, misleading or otherwise in violation of the privacy or other rights of students; to have an opportunity for the correction or deletion of any inaccurate, misleading or otherwise inappropriate data contained therein; and to insert into records the parent's/guardian's written

explanation of the content of the records.

Any eligible parent/guardian or student may inspect the personal records of the student during regular school office hours. The district reserves the right to interpret selected records to students and/or parent/guardians at the time of the inspection.

When a student attains 18 years of age, the permission or consent required of and the rights accorded to the parents of the student shall thereafter only be required of and accorded to the student.

The parents/guardians of students, or the students if they are 18 years of age or older shall be informed annually by the superintendent of the rights accorded them by this section and by the Family Educational Rights and Privacy Act. In addition, the public shall be informed annually by the superintendent of the categories of information the institution has determined to be directory information.

JRB Release of Student Records - Individual student files are not available for public inspection. Except as provided in IDAE with regard to student records which are student data submitted to or maintained in a statewide longitudinal data system, the custodian of student records shall disclose the student's educational records only as provided for in this policy.

Directory Information - Annual notice shall be given to parents and eligible students concerning the student's records. In addition, the custodian of the educational records shall give annual public notice of the class of records the institution has designated as directory information, and of the right of the parent or eligible student to object to the release of directory information without prior written consent. The appropriate forms for providing notice shall be on file in the office of the custodian of the educational records.

After giving notice, the custodian of records may make directory information available without parental or eligible student's consent. The custodian of records shall make student recruiting information (name, address, and telephone listing) available to military recruiters and postsecondary institutions unless parents or eligible students request the information not be released without written consent.

For the purposes of this policy, school official means teacher, administrator, other certified employee or board of education. The district may disclose, without the parent's or eligible student's consent, personally identifiable information to school officials with a legitimate educational interest.

A school official is a person employed by the school as an administrator, supervisor, instructor, or support-staff member (including health or medical staff and law enforcement unit personnel); the school board (in executive session); a person or company with whom the school has contracted to perform a special task (such as an attorney, auditor, medical consultant, or therapist); or a parent or student serving on an official committee such as a disciplinary or grievance committee, or assisting another school official in performing his or her tasks. A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibility.

The custodian may disclose students' education records to the following persons without the prior consent of the parents:

- Other school officials, including teachers within the district who have legitimate educational

interests;

- Officials of other schools or school systems in which the student intends to enroll. The school district will forward student records to such institutions without further notice to the parents or eligible student when the disclosure is initiated by a parent or eligible student or an annual notice provided to parents and eligible students by the district informs them that such records will be automatically disclosed to these institutions for the purposes of enrollment or transfer of the student;
- Authorized persons to whom a student has applied for or from whom a student has received financial aid;
- State and local officials or authorities to whom such information is specifically required to be reported or disclosed pursuant to state statutes;
- Organizations conducting studies for educational agencies for the purpose of developing, validating or administering student tests or programs;
- Accrediting organizations;
- Parents of a student 18 years of age if parents claim the student as a dependent for income tax purposes;
- Appropriate persons if knowledge of any information is necessary to protect the health or safety of the student or other persons in an emergency;
- An agency caseworker or representative of a state or local child welfare agency or tribal organization who has the right to access a student's case plan when such agency or organization is legally responsible for the care and protection of the student and when any further disclosure of such information thereby will be limited in accordance with law; and
- In compliance with a lawfully issued subpoena or judicial order.

Access will be granted to any third party upon written authorization of the eligible student, parent or guardian.

No personally identifiable information contained in personal school records shall be furnished to any person other than those named herein. When there is written instruction from the student's parents, guardian or the eligible student specifying the records, the reasons and the person(s) to whom the release is to be made, a copy of the records to be released shall be made available to the student, parents or guardian upon request. When information is requested in compliance with a judicial order or pursuant to any lawfully issued subpoena, parent(s)/guardian and the student shall be notified of the orders or subpoenas in advance of compliance with the order or subpoena unless:

- the order or subpoena specifically forbids such disclosure; or
- the order is issued in the context of a court proceeding where a parent is a party and the proceeding involves child abuse and neglect or dependency matters.

Nothing contained in this policy shall preclude authorized representatives of the Comptroller General of the United States, the Secretary and an administrative head of an educational agency or state authorities from having access to student or other records which may be necessary in connection with the audit and evaluation of federally supported education programs or the enforcement of the federal legal requirements which relate to these programs.

The data collection by such official with respect to individual students shall not include information (including social security numbers) which would permit the personal identification of students or their parents or guardian on the data collected and provided.

All persons, agencies or organizations desiring access to the records of a student shall be required to sign a form, which shall be kept permanently with the student's file, but only for inspection by the parents/guardian, the student or a school official responsible for record maintenance. The form signed shall indicate the specific educational or other interest of each person, agency or organization has in seeking this information.

Personal information shall be transferred to a third party only on the condition that such party shall not permit any other party to have access to such information without the written consent of the student's parents or the eligible student. The board and staff shall protect the rights of privacy of students and their families in connection with any surveys or data-gathering activities conducted, assisted or authorized by the board or administration. Regulations established under this policy shall include provisions controlling the use, dissemination and protection of such data.

Forwarding Pupil Records - Administrators shall forward student's school records upon request and may not withhold them for any reason.

KCA Protection of Privacy Rights KCA - The superintendent, the board of education, and district staff shall protect the right of privacy of students and their families in connection with any surveys or physical examinations conducted, assisted, or authorized by the board or administration. The district shall provide parents notice of their rights under the Protection of Pupil Rights Amendment and the Student Data Privacy Act as required by law.

KCB Custodial and NonCustodial Parent Rights - The district recognizes that divorced parents continue to share caregiving and custody of their children and that each parent, if not otherwise prohibited by court order, should have equal access to information regarding his/her child's school progress and activities. The district recognizes the value of providing information to both parents regarding school progress and activities pertaining to their child(ren).

~~Upon request to a child's principal, either parent may obtain copies of school information such as report cards and progress reports.~~

KGA Use of District Personal Property and Equipment - Requests for use of district equipment by individuals or outside organizations shall be submitted to the superintendent. Any request shall be granted or denied pursuant to guidelines for using equipment developed by the administrator and approved by the board.

The superintendent may establish a deposit or requirement for the purchase of insurance for use of school equipment before it is removed from the school grounds or other district property. The deposit will be paid to the principal and will be refunded when the equipment is returned in working order.

Lost, Stolen, or Damaged Property or Equipment - No request for use of school equipment shall be granted until the requestor executes a use agreement specifying such person will agree to pay the district

fair market value for any equipment that has been lost, stolen, or has suffered irreparable damage while in the requestor's possession. For the purposes of this policy, "irreparable damage" shall include any damage severe enough that the cost to repair such equipment would be more than the fair market value of the equipment. If school equipment is returned damaged beyond normal wear and tear of acceptable use, the requestor shall be responsible for the cost to repair such equipment. The district may also require the purchase of insurance.

Personal Use - No district equipment shall be used by staff for personal reasons at school or away from its designated station without the prior approval of the superintendent or the building principal.

KN Complaints

(See BCBI, GAACA, GAAB, GAAF, IF, IKD, and JCE) KN

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.

Discrimination against any individual on the basis of race, color, national origin, sex, disability, age, or religion in the admission or access to, or treatment or employment in the district's programs and activities is prohibited. Harassment of an individual on any of these grounds is also prohibited. (Position, address and phone number of compliance coordinator) 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, and The Americans with Disabilities Act of 1990. 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. 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.

If discrimination or harassment has occurred, the district will take prompt, remedial action to prevent its reoccurrence. The district prohibits retaliation or discrimination against any person for opposing discrimination, including harassment, for participating in the complaint process, or making a complaint, testifying, assisting, or participating in any investigation, proceeding, or hearing.

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.

- 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.
- If appropriate, an investigation shall follow the filing of the complaint. 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 and the accused 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.

- If discrimination or harassment has occurred, the district will take prompt, remedial action to prevent its reoccurrence. The district prohibits retaliation or discrimination against any person for opposing discrimination, including harassment; for participating in the complaint process; or making a complaint, testifying, assisting, or participating in any investigation, proceeding, or hearing.
- 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.

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 (See IF) - 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.

Complaints About Emergency Safety Intervention Use - Complaints concerning the use of emergency safety interventions by district staff shall be addressed in accordance with the local dispute resolution process outlined in board policy GAAF.

LDD Federal Government-Drug Free Schools - The unlawful possession, use, sale or distribution of illicit drugs and the possession, use, sale, or distribution of alcohol by students or school employees at school, on or in school property, or at school sponsored activities or events is prohibited. This policy, and any curriculum used in conjunction with it, shall be evaluated periodically using criteria developed by the superintendent and approved by the board. The board shall receive a report after each of these reviews is conducted.

STATEMENT OF RECEIPT

TO: Staff Members of Unified School District No. 377

FROM: Dan Coder, LEA Designated Person

RE: Receipt of Asbestos Notification

My signature affirms that I have received a notice of asbestos containing materials in buildings of Unified School District No. 377.

My signature affirms that I understand that Inspection and Management Plans along with other required records are available in each school office as well as the USD 377 District Office at 306 Main Street, Effingham, Kansas. I understand that these records are available to the public upon request.

Please sign and retain your copy. Turn in the school and central office copies.

Employee Signature: _____

Employee Print Name: _____

Title: _____

School: _____

Date: _____
