

## REGIONAL SCHOOL UNIT 19

TO: RSU 19 Board of Directors  
FR: Robin McNeil / Mike Hammer  
DT: December 8, 2020, 2020  
RE: **Policy Committee Meeting Agenda**



DAY: **WEDNESDAY**  
DATE: **December 16, 2020**  
TIME: 6:30 PM  
PLACE: **ZOOM ONLY**

Join Zoom Meeting:

<https://us02web.zoom.us/j/82038818161?pwd=dGRLV2d0Rjh2NkxIV29QWXZYWXkyUT09>

Phone: 1 575-754-4164

### AGENDA

#### I. Public Comment

#### II. Policy Review

- |                  |  |
|------------------|--|
| A. EFAB          | Food Allergy Management                          |
| B. EFAB-E2 to E1 | Food Allergy Classroom Ban Sample Letter         |
| C. EHB           | Data/Records Retention                           |
| D. EHB-R         | School Record Retention Guidelines and Schedules |
| E. EGAD          | Copyright Compliance                             |
| F. EGAD-R        | Copyright Compliance Administrative Procedure    |
| G. GBN-R1        | FMLA Administrative Procedure                    |

#### IV. Other

#### V. Adjournment

**A.D.A. Notice:** If you have a special need that must be met to allow you to fully participate in this meeting, please contact the Office of the Superintendent at least two (2) days prior to this meeting.

## FOOD ALLERGY MANAGEMENT

### Introduction

When they are exposed to certain foods, some students experience severe and potentially life threatening allergic responses. The American Academy of Allergy, Asthma and Immunology has identified 8 different foods that cause 90% of the allergic reactions: **Eggs, Fish, Milk, Peanuts, Tree Nuts, Shellfish, Soy, Wheat**

The first goal of RSU 19 is to try to the best of our ability to avoid the allergic child's exposure to their trigger food. The second goal is to have an emergency plan in place if an accidental exposure occurs. This plan will provide for immediate identification of a reaction, treatment, and medical support ~~to prevent progressive~~ for symptoms, stabilization, and appropriate transportation to a hospital.

~~The schools and the families of allergic children acknowledge that despite our best efforts,~~ The District cannot guarantee an absolutely allergen-free environment. The goal of this policy is to ~~create~~ provide a ~~peanut/nut~~ food allergy aware District.

The amount of food needed to cause an allergic reaction varies from one person to another. For some individuals, symptoms may develop when the food comes into contact with their skin, or after smelling the vapors of the food to which they are allergic. Ingestion of the allergenic food is not necessary for some highly sensitive individuals, to trigger and allergic reaction / response.

Symptoms can show up in the skin, respiratory tract, gastrointestinal tract and cardiovascular system. They can include itchy skin or eyes, hives, eczema, runny or stuffy nose, itching or swelling of the throat, wheezing, difficulty breathing, coughing, abdominal cramps, nausea, vomiting, diarrhea, drop in blood pressure, or increased heart rate. Individual reactions can include one or multiple symptoms.

The parents of any ~~food-allergic~~ student with food allergies are the experts about the child's allergy. The school will work in partnership with the child's parents, physician and the student who has food allergies to develop a plan to ensure the safety of each student. It is the parent's responsibility to notify the School Nurse of a food allergy with adequate time to put this policy into action. This policy will only be implemented when alerted to a food allergy in a student. Please note that this policy only addresses FOOD allergies. ~~And also please be aware that n~~Not all food allergies are life-threatening. It will be imperative that each child with a food allergy has their own Individual Health Action Plan to assure their needs are addressed appropriately.

### Prevention

#### **Parent Responsibility**

1<sup>st</sup> Reading: 08/17/10

Adopted: 09/21/10

- A parent must notify the school as soon as an allergy is diagnosed. A meeting must be set up including the School Principal, Food Service Director, School Nurse, Parent, Building Medical 504 Case Manager, IEP Team, and Classroom Teacher as soon as possible.
- Parents will provide a written emergency plan of action for use in the school, should their child have an allergic reaction. Parents will provide medical documentation of the severity of their child's allergy and signed permission for the school nurse to contact the child's physician regarding medical management in the school setting and appropriate
- Parents will provide the school with any medication which their child requires for emergency treatment (ie. Antihistamine, Benadryl, Epi Pen, asthma inhaler) in a clearly marked container and ensure that appropriate refills are provided before or on an expiration date.
- Parents of food-allergy students with food allergies, who decide to have their child eat school prepared food, will initiate a meeting with the school nurse and food service director to determine safe menu options.
- Parents will educate their children in self-management of their food allergy including: safe and unsafe foods, strategies for avoiding exposure to unsafe foods, symptoms of an allergic reaction, how and when to tell an adult if he or she may be having an allergy related problem, and how to read food labels to avoid ingredients in commercial food (age appropriate).

### Student Responsibility

- Parents and school personnel will assist the student to be able to manage his or her food allergy, as appropriate for the student's age and developmental level.
  - The student will take as much responsibility as possible for avoiding allergens and managing their condition.
  - The student will not trade or share food with others.
  - The student will wash hands before **and** after eating.
  - The student will learn to recognize symptoms of an allergic reaction.
  - The student will understand the importance of seeking adult help if they eat something they believe may contain the food to which they are allergic, or believe they are experiencing an allergic reaction.
  - The student will develop a relationship with the school nurse and/or another trusted adult in the school system to assist in identifying issues related to the management of the allergy in school.

### School Responsibility

- The school will assure that all staff who interact with the student on a regular basis understand food allergies, can recognize symptoms, and know what to do in an emergency. ~~The information will be reviewed semi-annually by the School Nursing Team.~~
- The school staff will work to eliminate the use of food allergens in the allergic student's meals of students with food allergies, educational tools, arts and crafts projects or incentives.

### School Wide

- ~~A poster~~ Signage will be outside the ~~in and posted outside of each~~ classroom of students with food allergies and will be in each classroom and all common areas (ie., offices, teachers' rooms, etc.) which will outline the signs of an allergic reaction and action to be taken.
- Appropriate RSU 19 school staff will be fully educated regarding food allergies, symptoms and emergency protocol and will be responsible to carry out individual emergency action plans. ~~They will be reviewed semi-annually.~~
- The school will train appropriate staff on Epi Pen use annually. A competency skill check list will be kept in their file and will need to be recertified annually.
- Bus drivers will:
  - Be alerted to recognize students with high risk medical conditions.
  - ~~Enforce the "no eating" rules for all riders.~~
  - Be trained to recognize signs of a severe allergic reaction.
  - Be Epi Pen trained and responsible for carrying out each student's Individual Emergency Action Plan.
- ~~Substitute teachers, b~~ Bus drivers, kitchen personnel, and secretaries will receive food allergy awareness and Epi Pen training prior to working in classrooms/and or the school with food-allergic children with food allergies. ~~Food-allergic e~~ Children with food allergies will be identified to substitute staff members.
- Volunteers will be made aware of updated allergy information and protocols on an annual basis.
- Students in all classes will be encouraged to wash their hands after snack and lunch to avoid contamination of commonly used objects such as (computer keyboards, athletic equipment, etc.)
- Reminder notices concerning food allergies will be sent home to all parents prior to major holidays that might include food.

### Health Office

- EpiPens and other emergency medication will be stored in labeled boxes and arranged in an organized fashion in the ~~Main~~ Nurse's Office.
- Each box will be clearly labeled with the child's name and will contain medication as well as the student's Individual Emergency Action Plan.

### In the Classroom

- With the student's and the parent's permission, the teacher and school nurses will may conduct a lesson about food allergies. Emphasis will be on what the student can eat as well as what must be avoided.
- ~~The classroom teacher will send a letter home semi-annually (August and January) to parents of all students in the class to enlist their help in keeping certain foods out of the classroom, particularly at snack time, as appropriate.~~
- A sign will be placed at the door (ie., Peanut-Free Zone) as appropriate. Signage will be provided by Nursing Staff.
- The teacher will review lesson plans that involve food with the nurse and building administrator. Approved projects which have a food component will be discussed with parents of food-allergic children who have requested notification.

Alternative projects for the entire class which use non-allergenic food or non-food items will be substituted whenever possible.

- Allied arts teachers will be informed of all ~~food-allergic~~ students **with food allergies**, so lessons can be adjusted accordingly.
- Teachers will ensure that information about each ~~food-allergic~~ student **with food allergies** will be available in the substitute folder.
- Non-food items should always be used instead of food to recognize good work or good behavior.
- Students will not be allowed to trade food.
- Class parties and special events. Class parties should follow the guidelines set forth in our wellness policy. If a classroom or school has a **student with** food ~~allergy~~**ies**, then special accommodations will be made to keep all children safe. Food that does not meet the criteria will be returned at the end of the school day.
- All students will be encouraged to wash their hands frequently throughout the day and after eating. In classrooms with ~~allergy~~ students **with food allergies**, children will be asked to wash their hands before **and** after handling food.

### On Field Trips

- The teacher and parent of an ~~allergy~~ student **with food allergies** will review plans for field trips. Consideration will be given to handling eating situations of field trips to keep all children safe.
- The ~~allergic-student's~~ parents **of students with food allergies** will be invited to volunteer to participate in the field trip, if appropriate.
- When groups are assigned, ~~allergy~~-students **with food allergies** will be assigned to the teacher's group or to their parent's group if the parent attends the field trip. This adult will be responsible for carrying the Medical/EpiPen Bag and will remain with the child at all times. **Epi Pens are able to be self-carried if appropriate.**

### In the Cafeteria

- Food Service staff and those on regular duty in the cafeteria will be trained to be alert for the signs of a severe allergic reaction and how to use an Epi Pen.
- Food Service staff will minimize preparation and serving of foods which contain nut or peanut products or other trigger foods that a child may be allergic to, when appropriate. **No peanut/tree nut foods or foods manufactured in facilities that process peanuts/true nuts are served in RSU 19 schools.** All food service staff will have sanitation training provided by the Food Service Director. ~~It will be important that all tables are cleaned before and after use.~~
- The individual emergency action plan will be placed in the kitchen, taped to the wall **in a folder** near the telephone, where it will be readily accessible in an emergency situation. All medication is kept in the ~~main~~ **Nurse's Office or Main Office.**
- **There will be a clearly labeled "peanut/nut aware" table in each lunchroom at the elementary level, if needed.**

### Emergency Action For Severe Allergic Reaction

1<sup>st</sup> Reading: 08/17/10

Adopted: 09/21/10

### **Individual Emergency Action Plan Availability**

- The School will have the Individual Emergency Action Plan available in each health office for ~~those students with known serious~~ children with allergies. Parents will list action to be taken (medications, hospital of choice, and emergency contact numbers). This information will also be available to classroom teachers, kitchen staff, as well as the office staff.
- The nurse will periodically review and update the action plan for each student annually. The Epi Pens will be checked quarterly for discoloration and expiration date.

### **Accidental Exposure Care**

- In the event of an accidental exposure, if the student is in or near a school building, the student should be immediately escorted to the health office, accompanied by a staff member and a parent will be notified immediately.
- The health office staff will:
  - Observe for breathing difficulty, hives or pallor. Monitor pulse, respiration and blood pressure.
  - Follow the Individual Emergency Action Plan.
  - Continue to monitor the student closely (BP, pulse, respiration).
  - Elevate legs if BP is low (normal BP range is 80-125 over 46-84).
- If the student is not in the school building, the attending staff person will follow the student's Individual Emergency Action Plan including the use of an ~~Benadryl~~ Antihistamine and/or Epi Pen.
- Parent will be notified and rescue will be called if necessary.
- After an Epi Pen is administered, the student will be transported in an ambulance or qualified EMS vehicle to the hospital to be thoroughly checked by a physician. Additional epinephrine (Epi Pen or Epi Pen Jr.) will be sent with the student to the Hospital. If possible, a school staff member will go to the Hospital to be with the student until parent arrives.

### **Post Exposure**

- Any exposure should be documented by the School Nurse, whether Epi Pen was needed or not.
- After an emergency requiring the use of an Epi Pen, the nurse, teacher, parent and student will meet to review the incident and the student's protocol.
- In the event of an emergency requiring the use of an Epi Pen, an incident report will be completed. This report will be filed with the building principal, superintendent, and a copy retained in the student's health record.

*Food Allergy Classroom Ban Sample Letter*

Dear Parents,

We are asking for your help in providing a safe learning environment to all students. While any food can cause an adverse reaction, the American Academy of Allergy, Asthma and Immunology lists eight types of foods that account for 90% of all reactions:

- |       |            |          |            |
|-------|------------|----------|------------|
| •Eggs | •Milk      | •Peanuts | •Tree Nuts |
| •Fish | •Shellfish | •Wheat   | •Soy       |

One or more students in your child's grade level has a severe food allergy to ~~peanuts, peanut oil, tree nuts, tree nut oils (walnuts, cashews, etc)~~ one of the foods listed above. It is important that foods containing these substances are strictly avoided in order to prevent a life-threatening allergic reaction.

Any exposure to ~~peanuts or peanut oil or tree nuts/tree nut oils~~ food allergens may cause a life threatening allergic reaction that requires emergency medical treatment. To reduce the chance of this occurring, **we ask that you do not send any of these food items to school with your child that if they will be shared or eaten in the classroom during scheduled classroom parties.** If your child has eaten ~~peanut, nut or~~ foods or foods containing products from the above list before coming to school, please be sure that your child's hands and face are washed before riding the bus or entering the school. As an extra precaution, children in your child's classroom will be asked to wash their hands before *and after* they eat. A "~~peanut free / nut free~~" "food allergy" table will be available in the lunch room for all students who are not eating these products during lunch. Peanuts and nut containing foods will not be served in school lunch. As always, students will not be allowed to share or trade food during snack or lunch time.

Many parents enjoy contributing treats and baked goods to the class on special occasions. Because of known and unknown food allergies, on those occasions please refer to our wellness policy. **Please do not bring food to share in the classroom without first contacting the classroom teacher.**

We appreciate your support to help ensure the safety of our students. Please complete and return the bottom of this form so that we are certain you have received this important information.

Please contact me if you any questions or concerns.

Sincerely,

Your School Nurse

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I have read and understand the peanut-free classroom precautions that will help keep the school environment safe for ~~food allergic~~ students with food allergies.

\_\_\_\_\_  
Parent Signature

\_\_\_\_\_  
Child's Name

## DATA/RECORDS RETENTION

The Board is aware that records of various kinds are created and received as the school unit educates its students and manages the operations of its schools.

For the purpose of this policy, “records” are all documentary materials made or received and maintained by the school unit in accordance with law or rule, or in the transaction of its business. Records may be created and received in multiple formats including but not limited to print, handwriting, audio and videotapes, and in various digital forms (on hard drives, servers, CDs, disks, flash drives, etc.). Records specifically include email and other electronic communications that are created, sent, and received.

Attention to the proper retention and disposal of the school unit’s records is essential not only for compliance with laws and regulations, but to protect the legal interests of the school, staff, and students and to ensure that the school unit is managed effectively.

~~Proper retention of school records is essential to conduct the business of the schools, to protect the legal interests of the schools, students and employees, and to comply with state law and regulations concerning document retention. It is also important for purposes of efficiency and management of physical and digital storage resources that unneeded records be disposed of on a timely basis.~~

The Board RSU will comply with all applicable laws, ~~and rules~~ and schedules concerning pertaining to the routine retention, storage and disposal of records, as well as its preservation obligation when litigation is ~~threatened~~ reasonably anticipated or pending has commenced.

The Superintendent/designee(s) is shall be responsible for ~~implementing this policy and for~~ developing appropriate administrative ~~procedures and~~ guidelines for the assignment of responsibility for various kinds of records and the management, storage, and disposal of the RSU’s records that are ~~managing school department records~~ consistent with the applicable laws and rules and which allows for retrieval of records when necessary. ~~The Superintendent may delegate specific responsibilities to administrators or other school staff as he/she deems appropriate~~

~~Employees shall be informed of this policy and the accompanying procedures/guidelines through a means determined by the superintendent and are expected to comply with them.~~ The Superintendent/designee will also be responsible, by methods he/she deems appropriate, for informing school unit employees of this policy, making them aware of the kinds of documents, data, and materials that must be saved and those which may be disposed of or deleted, and of any specific procedures employees need to follow. The Superintendent may delegate records management

1<sup>st</sup> Reading: 03/16/10

Adopted: 04/20/10 Revised:



responsibilities to the Technology Director, school administrators, or other school unit personnel as he/she deems appropriate in order to facilitate the implementation of this policy.

## Board Records

The Board shall keep such records as are necessary for the transaction of its business. The Superintendent shall act as custodian of Board records in his/her role as Secretary of the Board and will be responsible for storing Board and subcommittee minutes, reports, and studies commissioned by the Board, and other Board documents, data, and materials in a manner consistent with this policy and with applicable laws and rules.

Legal Reference: 5 M.R.S.A. § 91 et seq. (Archives and Records Management Law  
Maine Secretary of State, Maine State Archives ~~Rule Chapter 10~~  
~~(Rules for Disposition of~~ Local Government Records ~~Retention~~  
Schedules)  
Maine Department of Education Rule Chapter 125 (Basic School  
Approval ~~Rules~~)

Cross Reference: BEA – Board Use of Electronic Mail  
GBJ – Personnel Records and Files  
GBJC – Retention of Application Materials  
GCSA – Employee Computer and Internet Use  
JRA – Student Education Records and Information

## SCHEDULE 18 – SCHOOL RECORDS

School records are broken down into the following categories: General Student Records, Individual Student Records, Curriculum/Program Records, Correspondence Records, Administrative Records – General Operations, Administrative Records – Property (Facility/Equipment/Land), Financial Records, Personnel Records, Payroll Records, and School Board Records. Please note that some Series are duplicates or similar to those found elsewhere in the Local Government Record Retention Schedules.

### GENERAL STUDENT RECORDS

Series	Series Title	Description	Retention
18.1	<b>Attendance Records - Daily</b>	Used to notify administration of student absences; information transferred to permanent record.	Current year
18.2	<b>Bus Transportation Lists</b>	Record of bus taken by each student for the year.	2 years
18.3	<b>Child Abuse/Neglect Reports</b>	Reports of suspected abuse/neglect that are required by law; retention period is the same as at DHHS, where these reports are received and investigated.	10 years
18.4	<b>Home School Student List</b>	Annual records include: Name(s) of children, address, ages, years.	Permanent
18.5	<b>Registrations for Recreational Activities</b>	Registrations for students enrolled in recreational activities offered by the school.	6 years
18.6	<b>Student Achievement Lists</b>	Class rank lists (if applicable), award/honors lists, scholarships, honor rolls, etc.	Permanent
18.7	<b>Student Permission Slips</b>	Permission slips signed by parents allowing their students to participate in school activities such as field trips, viewing of films, etc.	6 years
18.8	<b>Student Retention Lists</b>	List of students retained instead of being promoted.	6 years

## INDIVIDUAL STUDENT RECORDS

Series	Series Title	Description	Retention
18.9	<b>Adult Education Student Records</b>	Name, address, Records of grades, courses taken, attendance, etc. for students participating in adult education programs.	Permanent
18.10	<b>Annual Registration/Emergency Information</b>	Information completed each year to register students for school and emergency contact information.	Current year
18.11	<b>Correspondence Concerning Individual Students</b>	Correspondence between school and parents/guardians; among school employees; with outside services providers, etc. regarding an individual student.	Until age 26
18.12	<b>Enrollment Application</b>	Document completed by all students who are entering the school unit, listing vital information about each student.	6 years
18.13	<b>Excuse Notes (Late/Absent/Dismissed)</b>	Notes from parents or guardians explaining student lateness, absence, or need for dismissal during the school day.	Current year
18.14	<b>HiSet Student Records</b>	Records retained related to the High School Equivalency Test, (HiSET), which measures whether students have the academic skills equivalent to a typical high school graduate.	Permanent
18.15	<b>Home School Records</b>	Records of those students being home schooled, whether temporarily or on-going.	Until age 26
18.16	<b>Kindergarten Screening</b>	Records created as children are evaluated against set standards to determine their readiness for enrollment in kindergarten.	5 years
18.17	<b>Private Tuition Agreements</b>	Records related to private tuition agreement for an individual student.	6 years
18.18	<b>Record of Student Records Released</b>	Record (including date and recipient) of all student records released by the school unit.	Until age 26
18.19	<b>Special Education Records</b>	Records pertaining to special education referrals and services provided to student.	Until age 26
18.20	<b>Student Assistance Team Records</b>	Student Assistance Team records.	Until age 26
18.21	<b>Student Contracts</b>	Contracts between students and teachers or administrators for improvement of problem behaviors; athletic contracts, etc. (Not special education related)	Until graduation
18.22.a	<b>Student Discipline Records – Minor</b>	Records of student disciplinary actions except suspensions and expulsions.	Until graduation
18.22.b	<b>Student Discipline Records – Suspension/Expulsion</b>	Records of student suspensions and expulsions	Until age 26

<b>Series</b>	<b>Series Title</b>	<b>Description</b>	<b>Retention</b>
18.23	<b>Student Health Records</b>	Records of student medications, illnesses, injuries (including injuries related to athletic activities), vaccinations, etc.	Until age 26
18.24	<b>Student Insurance Records</b>	Records of school-sponsored student insurance.	6 years
18.25.a	<b>Student Records – Permanent</b>	Records include: student name, address, phone, official high school transcript (if applicable), grades, attendance records, classes attended, grade level completed and year completed.	Permanent
18.25.b	<b>Student Records – Long Term</b>	Records include: notation for any special services received including: Title One, 504, services to Migrant children and ESL; standardized tests.	Until age 26
18.26	<b>Student Schedules</b>	Records of each student's class schedule.	Current year
18.27	<b>Superintendents' Agreements</b>	Records related to a Superintendents' agreement concerning individual student.	6 years
18.28	<b>Truancy</b>	Records concerning students truant from school.	Until graduation
18.29	<b>Work Permits</b>	Work permits on file for students under 16 years old.	Until graduation

## Curriculum/Program Records

Series	Series Title	Description	Retention
18.30	<b>Athletic Trainer/Sports Medicine - General</b>	Sports program records related to use of trainers, and to sports medicine.	6 years
18.31	<b>Curriculum (syllabi, lesson plans, etc.) - Routine Materials Used by Teachers</b>	Routine curriculum materials used by teachers.	Retain current information only
18.32	<b>Curriculum/Program Records</b>	Subject records maintained by school officials on curriculum and school programs, including Adult Education.	6 years
18.33	<b>Family/Community Program Records</b>	Records for family/community open houses, etc.	Current year
18.34	<b>Interscholastic/Extracurricular Activities</b>	Records documenting individual, team and group achievements in interscholastic/extracurricular activities and contests. Records include coach's/advisor's reports and team/group rosters.	Permanent
18.35.a	<b>Library Records - Circulation</b>	Records relating to the borrowing, lending, and returning of items in the library's collection. Including, but not limited to: item circulation history and patron records.	Retain until no longer needed for Library business, then destroy
18.35.b	<b>Library Records - Yearbooks</b>	Non-circulating record copy maintained by school (whether or not as part of its library collection).	Permanent
18.36	<b>Substitute Folders</b>	Folders containing lesson plans and resource materials for use by substitute teachers.	Current year
18.37	<b>Title One Parent Night Records</b>	Records of attendance at parents' night events and of programs offered on those occasions.	6 years

## CORRESPONDENCE RECORDS

Series	Series Title	Description	Retention
18.38	<b>Complaints from Public Regarding General Operations (not individual student or employee issues)</b>	Communications from public making a complaint, as well as the associated school response.	1 year from resolution of issue
18.39.a	<b>Correspondence - Transitory</b>	Incoming and outgoing correspondence in any media format which is purely informational in nature and only documents information of temporary, short-term value; not covered by another record series or needed to document core functions/operations/services of the school unit. (Examples include: letters of transmittal, basic information requests such as hours open, notices/scheduling meetings, etc.)	30 days or until no longer needed
18.39.b	<b>Correspondence - Substantive</b>	Any correspondence documenting core functions/operations/services of the school unit.	File with related record series
	<b>Correspondence Concerning Individual Students</b>	See Individual Student Records	
18.40	<b>Freedom of Access Requests</b>	Records relating to requests from the general public for access to the school's public records in accordance with Title 1, Chapter 13, Subchapter 1. Records may include: correspondence relating to the request; records documenting the public records provided to the requestor.	1 year from the completion of request

## ADMINISTRATIVE RECORDS – School Operations

Series	Series Title	Description	Retention
18.41	<b>Accident Reports - Employees or Public</b>	Accident reports completed when employees or public are injured on school property or during school activities.	6 years
18.42	<b>Administrative Calendars</b>	Employee calendars, facility use schedules, meeting schedules.	Current year
18.43.a	<b>Administrative Records- Historical</b>	Materials documenting unique aspects or special traditions of the school or school unit.	Permanent
18.43.b	<b>Administrative Records – General School Operations</b>	Accreditation Committee, Teacher Support Team; Student Retention Review Committee, etc.; minutes, agendas, etc. for staff meetings; records which document policy-implementing activities; employee handbooks; etc.	6 years
18.43.c	<b>Administrative Records - Transitory</b>	Phone logs, duty rosters, teacher instructional staff list, etc.	Current year
18.44	<b>Administrative Working Documents</b>	Supporting documents which may be needed to understand and/or benefit the completed action, policy, study, etc.	See Appendix E, Working Documents and Drafts
18.45	<b>Appointments/Oaths</b>	Appointments to boards, commissions, or other offices with accompanying oaths of office, usually in a bound volume or "book."	End of Term Plus 10 Years
18.46	<b>Bond Records, Contractor/Surety</b>	A surety (security or contract) bond issued by an insurance company or a bank to guarantee satisfactory completion of a project by a contractor. Used to fulfill a contractual obligation. If a contract isn't fulfilled, loss is recovered through the surety bond.	6 years after expiration
18.47	<b>Bond Records, Employee/Fidelity</b>	Supplementary employee insurance which protects the school. Also known as a fidelity bond. Fidelity bonds reimburse employers for damages or losses that can arise from theft, forgery, fraud or embezzlement by staff.	6 years after expiration

Series	Series Title	Description	Retention
18.48	<b>Charters</b>	Charters, bylaws, mission statement or other similar documents establishing the responsibilities and authority of the school unit.	Permanent
18.49	<b>Federal, State and Private Grants</b>	Federal, state and private grant case files. Retain all records in accordance with grant requirements.	Until closed, plus 6 years
18.50	<b>Food Service Files</b>	All records of school food service operations.	3 years
18.51.a	<b>Hazardous Chemicals - Chemical Identification List and Related Records</b>	Each work site where hazardous chemicals are used or stored must maintain a list, with SDS (see 1.15.b) and any related documents.	20 years
18.51.b	<b>Hazardous Chemicals - Safety Data Sheets</b>	Safety Data Sheets explain the hazards and describe the measures that should be taken if employees are exposed to chemicals stored or used at the work site.	Current SDS only
18.52	<b>Insurance Claims</b>	Includes both claims filed against school unit, and claims filed against others by school unit.	Until settled plus 6 years
18.53.a	<b>Insurance Policies, All Other</b>	Policies carried by school unit to protect itself against all other losses except liability claims. Including: medical, automobile, fire, theft, life, and other insurance policies purchased.	6 years after expiration
18.53.b	<b>Insurance Policies, General Liability</b>	Policies carried by school unit to protect itself against liability claims.	20 years after expiration
18.54	<b>Labor Citations - Safety Violations</b>	Record of safety violations discovered during inspection of school facilities.	One year after resolution
18.55	<b>Legal Files</b>	Records of all legal actions in which the school unit has been involved.	Until issue is resolved, plus 6 years
18.56	<b>Mail Delivery and Receipt</b>	Receipts for registered, certified or other mail sent out by a school as well as undeliverable registered or certified mail items returned. The records are typically filed with the school's copy of the item mailed. Including, but not limited to: <ul style="list-style-type: none"> <li>• Certified/registered/insured mail logs and return receipts;</li> <li>• Private ground delivery registers/receipts</li> <li>• Signed pick-up and delivery receipts</li> </ul>	1 Year (unless needed longer for legal purposes)



Series	Series Title	Description	Retention
18.57	<b>Records Disposition Documentation</b>	Documentation of final disposition of records, describing records disposed of and manner and date of disposition; providing evidence that records have been disposed of per approved retention schedules.	Permanent
18.58.a	<b>Reports Filed With Federal or State Agencies – Interim Records/Reports</b>	Interim or periodic reports used to create final reports.	6 years
18.58.b	<b>Reports Filed With Federal or State Agencies – Annual/Final Report</b>	Final versions of reports.	Permanent
18.59	<b>School Calendar</b>	Official school calendar for the school year. Includes approved and revised calendars.	10 years
18.60	<b>Student Safety Drills</b>	Records include emergency drills in school, as well as safe riding skills and emergency evaluation on school buses.	6 years
18.61	<b>Surveillance Records</b>	Recordings which document the activities in public areas of school facilities used as a security measure in the identification of persons who cause disturbances or violate laws.	Retain until determined that no security incident has occurred, then destroy. If incident or investigation, retain until resolved.
18.62	<b>Warrants - Municipal</b>	Municipal warrant used to call a town meeting, with associated election notice. Warrants typically list an agenda of items to be voted on by those present, which may be an open town meeting, (those present would consist of any and all registered voters in the town) or a representative town meeting (anyone may attend, but only town meeting members - elected representatives - are allowed to vote).	Permanent
18.63	<b>Wellness Program (School)</b>	Implementing plans; record of compliance with community involvement and notification requirements; triennial assessment records.	6 years

## Administrative Records – Property Records (facility/equipment/land)

Series	Series Title	Description	Retention
18.64	<b>Buildings and Grounds Records</b>	Records of maintenance and improvements. Destroy records when facility no longer exists, or transfer records to new owner.	Life of facility (or as long as owned by school unit)
18.65	<b>Deeds to Properties Owned by Local Government Agencies</b>	Deeds (plus any related documents) to a school unit's real property. These deeds must also be recorded at the appropriate County Register's Office.	Permanent
18.66	<b>Depreciation Schedules</b>	Depreciation schedules for non-real property owned by school units.	6 years after disposal of property
18.67	<b>Equipment/Asset Inventory</b>	Records relating to the inventorying of the school's capital, expendable and consumable assets. Updated when new items are purchased and old items are sold or given away. Series may contain: Name of the asset, description, location, purchase date, serial or other identifying number, original cost and current value. Also documents related to the purchase, upgrading, and maintenance of equipment such as motor vehicles, computers, etc.	Retain for 4 fiscal years after date of inventory or until disposition of asset
18.68	<b>Equipment Maintenance Records</b>	Records of maintenance of school equipment.	3 years, plus current
18.69	<b>Leases - Property</b>	"Real Property" related leases (land, buildings and fixtures) to which the school unit is a party. Records may include: legal documents, correspondence, reports, etc., relating to the negotiation, fulfillment, and termination of the lease.	10 years after termination of lease
18.70	<b>Mortgages</b>	Mortgages on property owned by school unit, and discharges of these mortgages. Must also be recorded at the appropriate Registry of Deeds.	Permanent
18.71	<b>Property Records</b>	Other than deeds to real estate - documentation for purchase and maintenance of property that the school unit records on an inventory.	6 years after disposal of property
18.72	<b>School Construction Records</b>	Plans and related documents that provide history of school construction projects. Destroy records when building no longer exists, or transfer records to new owner.	Life of the building (or until no longer owned by school unit)
18.73.a	<b>Site Plans - Approved</b>	Final plans submitted to planning boards and land use committees, approved to allow the work to proceed.	Permanent
18.73.b	<b>Site Plans - Work in Progress</b>	Plans superseded by subsequent changes in execution, and all sketches, notes, and supporting documents to completed (final) plan.	Until no longer needed

**FINANCIAL RECORDS**

Series	Series Title	Description	Retention
18.74	<b>Accounts Payable and Disbursement Records</b>	Including but not limited to: claims, bills, invoices, statements, copies of checks and purchase orders, expenditure authorizations, and similar records that serve to document disbursements, including those documenting claims for and reimbursement to employees for travel and other employment-related expenses.	6 years
18.75	<b>Accounts Receivable Records</b>	Including but not limited to: bill copies or stubs, statements, billing registers, account cards, direct deposits, cash receipts, credit card receipts, receipt books, cash transfers, daily cash reports, cash drawer reconciliations, and similar records (such as returned checks and associated fees) that serve to document money owed to or received by a school unit and its collection or receipt.	6 years
18.76	<b>Audit Reports</b>	Report issued by auditor following each official audit.	Permanent
18.77	<b>Audits, Internal (Working Papers)</b>	Calculations and other backup materials used by auditors to generate final report.	7 years Title 20-A, Chapter 22, §6051 requires that school units keep these records 7 years
18.78	<b>Banking, Accounts and Transactions</b>	Records relating to the school's banking activities and documenting its banking transactions including, but not limited to: <ul style="list-style-type: none"> <li>• Bank deposits (deposit slips) and withdrawals</li> <li>• Bank reconciliations and statements</li> <li>• Records documenting the status of and adjustments to accounts</li> <li>• Stop payment reports/requests (and supporting documentation)</li> <li>• Canceled checks, or images of canceled checks</li> </ul>	6 years
18.79.a	<b>Bids and Proposals, Successful</b>	Bids and proposals made by potential vendors to provide the school with goods, services, revenue, or other benefits. Including, but not limited to: <ul style="list-style-type: none"> <li>• Request for proposal or bid, request for qualifications/quotations, specifications, etc.;</li> <li>• Public notices;</li> <li>• Bid proposals, evaluation documents, statements of qualification, applications, etc.</li> </ul>	6 years

Series	Series Title	Description	Retention
18.79.b	<b>Bids and Proposals, Unsuccessful</b>	Bids and proposals made by potential vendors to provide the school with goods, services, revenue, or other benefits, which are not accepted. Includes bid proposals, evaluation documents, statements of qualification, applications, etc.	2 years
18.80	<b>Bond Records, Financial</b>	Bonds (financial, representing funds invested) purchased or sold.	6 years after expiration
18.81.a	<b>Budget Records - Approved Annual Budget</b>	Final copy of the adopted budget, listing anticipated revenues and expenses for year. This series does NOT include working papers, drafts, budget requests, or other supporting documentation.	Permanent
18.81.b	<b>Budget Records - Supporting Documents</b>	Documentation supporting the approved annual budget, including but not limited to working papers, agency staff analyses, drafts, or other working documents used to draw up the final budget, including estimates and requests submitted for compilation by individual departments.	6 years
18.82	<b>Contracts/Leases</b>	Contracts entered into by school unit for the purchase of goods, services; leasing of vehicles, equipment, etc.	6 years after completion
18.83.a	<b>Ledgers/Journals - Daily Transactions</b>	Records documenting the daily transactions concerning receipts and disbursements of funds. May include details of daily receipts and expenditures such as deposit or payment amounts, date, payee, purpose, fund credited or debited, and check number, etc.. These records are considered temporary accounting records which are used to create a permanent ledger.	6 years
18.83.b	<b>Ledgers/Journal - Permanent</b>	Summary accounting records, showing line item totals of income and expenditures for year. (May also be referred to as annual or final fiscal reports.)	Permanent
18.84	<b>School Trust Fund Records</b>	Records of all trust funds supporting school.	Permanent
18.85	<b>Student Activity Accounts</b>	Records for funds collected to support student activities.	3 years
18.86	<b>Vouchers</b>	Official authorization (i.e. internal document) used in order to collect and organize the necessary documentation and approvals before paying on a claim or bill. May include name of department fund, check number, date, amount of claim, and authorizing signature.	6 years
18.87	<b>Warrants - Financial</b>	Warrants for payment of obligations, (i.e. a written order instructing a specific payment to a specified recipient at a specific time).	6 years

## PAYROLL RECORDS

Series	Series Title	Description	Retention
18.88	<b>Deduction Authorizations</b>	Records documenting an individual employee's authorization to withhold taxes or other authorization to allow deductions from the employee's pay.	3 years after separation
18.89	<b>Direct Deposit Authorization</b>	This record series documents an employee's authorization for direct deposit of their paycheck in the bank.	until superseded or end of employment
18.90	<b>Employee Payroll Records</b>	Records kept for individual employee earnings history. May contain, but not limited to: salary history, department and position, earnings and deductions by pay period; gross earnings year-to-date, net pay.	60 years after separation
18.91.a	<b>Payroll Register – Pay Period</b>	Earnings and withholdings of employees for each pay period; used to compile the year end Payroll Register. Records include: date, employee names, gross pay, withholdings and deductions, pay rate	6 years
18.91.b	<b>Payroll Register - Year End</b>	Registers, reports, or similar records detailing the cumulative or year-to-date earnings, withholdings, and deductions.	60 years after separation
18.92	<b>Payroll Reports</b>	Various reports are generated for each pay cycle to verify the accuracy of the payroll. These reports may include payroll summaries, pay journals, check registers, account distributions, payroll liabilities, payroll transactions, payroll account creation reports, gross pay balance, deduction registers, etc.	6 years
18.93	<b>Pension or Retirement Records</b>	Pension or retirement account records that detail, by pay period and cumulatively, deductions, disbursements, adjustments, or other actions. (May be considered as part of Employee Payroll Records or Personnel File)	60 years after retirement
18.94	<b>Tax Forms</b>	Forms and reports used to report the collection, distribution, deposit, and transmittal of payroll and other tax related information for employees. Including: W-2 or W-3, Wage & Tax Statement; W-4, Employees Withholding; Form 940, Unemployment Tax; Form 941, Quarterly Tax; 1099 Forms, Miscellaneous income or other distributions	6 years after fiscal reporting year
18.95	<b>Wage Attachments/Garnishments</b>	Garnishment of employee wages. Records may include: child support records, bankruptcy records, tax levies, and any other court-ordered garnishments or voluntary attachments stating the total amount to be collected and the amount to be deducted from each payroll.	6 years after file becomes inactive

## PERSONNEL RECORDS

Series	Series Title	Description	Retention
18.96	<b>Attendance Records</b>	Attendance records if not covered by other record series.	3 years
18.97	<b>Applications for Employment - Not Hired</b>	Cover letters, application forms, references, etc.	2 years
18.98	<b>Background Checks</b>	Background checks conducted by school unit.	6 years
18.99	<b>Employee Drug Tests</b>	Records of drug test and results for school employees.	5 years
18.100	<b>Employee Insurance</b>	Records regarding employee participation in insurance programs (such as health, dental, etc., and including COBRA records)	6 years after termination
18.101	<b>Employment History</b>	Employment history (including dates of employment, annual salary history, full time/part time status).	60 years after separation unless employer has been notified that the former employee has died; in which case 10 years after former employee's death
18.102	<b>Form I-9</b>	Federally required proof that employee has a legal right to work in the U.S.	3 years after separation
18.103	<b>Health Records - Individuals</b>	Health records of school employees, individuals visited by municipal nurses, etc. Does not include records maintained by government-operated hospitals or similar health care facilities.	30 years after separation
18.104	<b>Job Descriptions</b>	Description of duties performed or to be performed by particular positions.	Permanent
18.105	<b>Leave Files</b>	Requests and authorizations for vacation, compensatory, sick, Family and Medical Leave Act (FMLA), and other types of authorized leave, and supporting documentation.	3 years
18.106	<b>Personnel Records – Long Term</b>	Personnel records addressed in <a href="#">20-A M.R.S.A, Section 6101</a> .	6 years after separation

<b>Series</b>	<b>Series Title</b>	<b>Description</b>	<b>Retention</b>
18.107	<b>State and Federal Personnel Reports</b>	Reports and regulatory statistics maintained for State or Federal agencies (such as affirmative action and equal opportunity records, OSHA-required records, etc.)	6 years
18.108	<b>Substitute List</b>	List of school unit's employment of substitute teachers to cover teacher absences.	1 year, plus current
18.109.a	<b>Training – Conferences, Workshops Conducted by Agency</b>	Information used to conduct training sessions or for conferences and workshops. May include training materials, registration and confirmation records, flyers and/or brochures, other presentation material or related documentation.	3 years after end of training/event
18.109.b	<b>Training - Employee Training</b>	Employee records for any voluntary or mandatory training provided in-house or by another organization. Records may include certificates of completion (such as Freedom of Access – Right to Know), grades and requests and approval for training.	6 years after separation
18.109.c	<b>Training – Informational Materials</b>	Training and education of employees: Information about available training/education opportunities.	Update as needed
18.110.a	<b>Union Records - Grievance and Arbitration Files</b>	Related correspondence; union grievances and negotiation documentation; signature page of people attending meeting; notes on meeting; written decision; demand for arbitration; arbitration award; exhibits; briefs; notice of hearing; settlement agreement.	50 years
18.110.b	<b>Union Records - Union Agreements (Signed)</b>	Collective bargaining agreements with unions representing employees of school unit.	Permanent
18.111	<b>Volunteer Records</b>	Records documenting those who participate as school volunteers. These records are maintained as a reference and to verify that a person has worked as a volunteer. May contain: Application, names of volunteers, addresses, directory information, program volunteering for, time and attendance records, registers, sign-in sheets and activity information.	5 years
18.112	<b>Wellness Program Records (Employee)</b>	Records of individual employee participation in program designed to encourage behaviors thought to result in improved health.	Current year
18.113.a	<b>Workers Compensation Records - Completed Claim</b>	First report plus other records, when claim is finalized by a lump sum settlement.	1 year after close of case
18.113.b	<b>Workers Compensation Records - First Report of Injury</b>	No lost work time, so that the only record required is the initial report of injury.	1 year after close of case
18.113.c	<b>Workers Compensation Records - Long Term Claim</b>	First report plus other records where time is lost from work and case is not finalized by lump sum payment.	20 years after last payment

## School Board Records

Series	Series Title	Description	Retention
18.114	<b>Comprehensive Emergency Management Plan</b>	Title 20-A §1001 requires that each school board annually approve this plan.	5 years after each revision
18.115	<b>Comprehensive Plans (Adopted)</b>	These records document the plans for the future growth and development of the school system. A comprehensive, long-range general plan addresses present and future needs of the school; including any future growth and development.	Permanent
18.116	<b>School Board Accreditation Reports</b>	Accreditation reports.	Permanent
18.117	<b>School Board Committee Minutes</b>	Approved minutes of school board sub-committees.	Permanent
18.118	<b>School Board Meeting Minutes</b>	<p>All official meetings held or conducted by School Board, where official minutes are kept with an accurate record of votes and actions. Includes, but is not limited to:</p> <ul style="list-style-type: none"> <li>• Agendas, meeting/agenda packets (briefs, reference materials, etc.)</li> <li>• Speaker sign-up, written testimony</li> <li>• Audio/visual recording transcripts</li> <li>• Recordings (destroy after minutes have been transcribed and approved, unless challenge or legal dispute related to meeting, then retain until resolution.</li> <li>• Minutes (any handwritten notes, once transcribed and approved can be destroyed)</li> </ul>	Permanent (except where noted)
18.119	<b>School Board Policies</b>	Approved Board policies, including policies removed/rescinded by the Board.	Permanent



## COPYRIGHT COMPLIANCE

~~It is the intent of the~~ The School Board ~~expects that~~ all employees and students of RSU 19 ~~to adhere to the provisions of~~ ~~comply with the~~ federal copyright law ~~and~~ ~~guidelines~~. Employees and students who willfully disregard the law and the ~~school unit's~~ Board's copyright policy and administrative procedures~~(s)~~ do so at their own risk. ~~The school unit~~ RSU 19 will not extend legal and/or insurance protection to employees or students for willful violations of this policy. Such violations may also result in disciplinary action.

The Superintendent is responsible for implementing this policy and the accompanying administrative procedure. The Superintendent may develop additional administrative procedures and/or delegate responsibilities to building principals and others, as he/she deems appropriate.

At a minimum, the following steps shall be taken in an effort to discourage violation of the copyright law in RSU 19:

- A. Employees shall be ~~provided with copies~~ ~~made aware~~ of this policy/~~and the~~ administrative procedure.
- B. Copyright ~~N~~otices shall be posted ~~in reasonable proximity~~ ~~within view~~ of equipment that may be used for copying materials.
- C. Teachers and library media specialists shall be responsible for informing students about the legal, ~~and~~ ethical ~~and practical problems~~ ~~issues~~ caused by copyright infringement and illegal use of ~~copyrighted~~ materials.

Legal Reference: ~~Public Law 94-553~~, 17 U.S.C. § 101 et seq. (The Copyright Act of 1976)  
Public Law 107-273, The TEACH Act of 2002

Cross-Reference: EGAD-R – Copyright Compliance Administrative Procedures  
GSCA – Employee Computer and Internet Use  
IJND – District Website  
IJNDA – Distance Learning Program  
IJNDB – Student Acceptable Use Policy

1<sup>st</sup> Reading: 12/21/10

Adopted: 01/24/11 Revised:

## COPYRIGHT COMPLIANCE

### ADMINISTRATIVE PROCEDURE ~~REGULATION~~

This administrative procedure ~~contains a summary of~~ summarizes the major provisions found in the federal copyright law and guidelines concerning reproduction of copyrighted works by educators. This summary is not intended to replace the law/guidelines, which should be referred to when questions regarding implementation arise.

~~Copies of the law/guidelines may be obtained in the Superintendent's Office and each building administrative office.~~ Instructional staff teaching distance learning or online courses must comply with Section III in addition to all other parts of this procedure.

#### **I. General Rule and Copyright Ownership**

- A. **Presumption of copyright.** Works, in any medium (written, recorded, ~~computer~~ **digitally**-stored, etc.) should generally be presumed to be protected by copyright law, regardless of whether the work displays a copyright notice, the symbol “©,” or other express reservation of rights.
- B. **Rule against copyright violations.** Except as otherwise permitted by this policy and applicable law, school employees shall not reproduce, perform or display copyrighted works without permission of the owner.
- C. **U.S. Government works.** United States government works are not subject to copyright protection, and may freely be copied.
- D. **Public domain.** Works that are in the public domain due to expiration of copyrights, as provided by law, may be freely reproduced, performed or displayed.
- E. **Student works.** Students are the owners of exclusive rights in works that they create.
- F. **Works made for hire.** Works created by school employees in the course and scope of their employment are “works made for hire,” and ~~the school unit~~ **RSU 19** retains exclusive rights in such works, unless otherwise agreed in writing by the School Board.
- G. **Distance Learning.** All rights in works created by school employees in the course of teaching distance learning courses are owned by the school unit that employs the individual(s) who created the work, unless otherwise agreed in writing by the employing school unit.

#### **II. Definitions**

- A. **“Fair Use”**  
A copyright provides the owner with the exclusive rights of reproduction, adaptation, publication, performance and display of the covered work.

The copyright law contains certain “fair use” provisions that permit **limited** reproduction of materials based on four criteria:

1. The purpose and character of the use, including whether such is of a commercial nature or is for nonprofit educational purposes;
2. The nature of the copyrighted work;
3. The amount and substantiality of the portion used in relation to the copyrighted work as a whole; and
4. The effect of the use upon the potential market for or value of the copyrighted work.

**B. “Face-To-Face Instruction”**

Performance or display of any copyrighted work by teachers or students without permission from the copyright holder is permissible under the following circumstances:

1. The work must be performed or displayed in a face-to-face setting by a teacher or by students; and
2. The performance or display must be in the course of teaching activities, in a classroom or a similar educational setting.

Examples of performances or displays falling under this exception include reading a play in the classroom, singing a song in a classroom or showing a filmstrip or video (provided that it has been purchased or lawfully copied).

The following sections summarize the permissible or “fair use” of different types of copyrighted works. Because the law and technological applications continue to evolve, school unit employees are responsible for ensuring that the intended use of materials does not conflict with the copyright law/guidelines and for informing students of such issues as appropriate.

**III. Distance Education – Transmission of Performances and Displays to Remote Sites**

The following may be transmitted by any device or process, including the DOE Distance Learning Network, interactive television or Internet courses:

- Performance of nondramatic literary work (e.g. novels, short stories, or poems) or musical works, or
- Reasonable and limited portions of any other work, or
- Display of a work in an amount comparable to that which is typically displayed in the course of a live classroom only if:
  - A. The performance or display is made by at the direction of, or under the actual supervision of an instructor as an integral part of a class session offered as a regular part of instructional activities;

- B. The performance or display is directly related and of material assistance to the teaching content of the transmission;
- C. The transmission is made solely for, and, to the extent technologically feasible, the reception of such transmission is limited to students officially enrolled in the particular course and employees of the school unit as part of their duties;
- D. Technological measures are implemented that reasonably prevent retention of the work in accessible form by recipients of the transmission for longer than the class session and prevent unauthorized further dissemination of the work in accessible form by such recipients to others;
- E. There is no interference with technological measures used by copyright owners to prevent such retention or unauthorized further dissemination of materials; and
- F. Students in such courses must be given notice that materials used in connection with the course may be subject to copyright protection.

#### IV. Print Materials

##### A. **Permissible Uses**

1. Teacher Planning – A single copy of the following made for use in teaching or in preparation to teach a class:
  - a. A chapter from a book;
  - b. An article from a periodical or newspaper;
  - c. A short story, short essay or short poem, whether or not from a collective work and;
  - d. A chart, graph, diagram, drawing, cartoon or picture from a book, periodical or newspaper.
2. Classroom Use – Multiple copies made for classroom use (not to exceed one copy per student in a course) from the following:
  - a. A complete poem, if it has fewer than 250 words and does not exceed two printed pages in length, or an excerpt of not more than 250 words from a longer poem;
  - b. A complete article, story or essay of less than 2,500 words;
  - c. Prose excerpts not exceeding 10 percent of the whole or 1,000 words, whichever is less;
  - d. One chart, graph, diagram, cartoon or picture per book or per issue of a periodical; and
  - e. An excerpt from a children's book containing up to 10 percent of the words found in the text and not more than two printed pages of the published work.
3. One transparency for classroom instruction may be made from consumable materials such as workbooks, exercises, activity sheets, etc.
4. All permitted copying must include appropriate credits, including the author, title, date, copyright notice and any other pertinent information.

**B. Prohibited Uses**

1. More than one work or two excerpts from a single author copies during one class term;
2. More than three works from a collective work or periodical volume copied during one class term;
3. More than nine sets of multiple copies made for distribution to students in one class term;
4. Copies made to create, replace or substitute for purchasing anthologies or collective works;
5. Copies made of “consumable” works, such as workbooks, exercises, standardized tests and answer sheets (except as noted in A.3 above);
6. The same work copied from term to term;
7. The same material copied for more than one particular course, or copied every time a particular course is offered, unless permission is obtained from the copyright owner;
8. Copies made when there is sufficient time prior to the intended use to obtain permission from the copyright owner; and
9. No charges may be made to students beyond the actual cost of photocopying.

**V. Computer Software**

~~A. All software is protected by copyright law; any unauthorized copying of software is illegal and may subject the copier to substantial civil or criminal penalties.~~

~~B.~~

All software purchased ~~of~~ **for** use in ~~the school unit~~ **RSU 19** must be approved by administration. Only the Superintendent or designated personnel may obtain and sign software licensing agreement and duplication rights agreements. All terms of such licensing/duplication agreements must be observed by all school unit employees and students.

~~C.~~

Software purchased by the school unit for classroom, lab, media center and office use remains the property of the school unit and may be used only in school sponsored programs and activities.

**A. Permissible Uses**

~~D.~~

The Technology Coordinator is responsible for reviewing and supervising compliance with all software license agreements. The Technology Coordinator shall retain all license agreements and modifications thereto:

1. One archival (back-up) copy of copyrighted software may be made by authorized employees (unless a licensing agreement prohibits copying for any purpose.)

2. Software may be used on a networked computer system as authorized by the license or if written permission is obtained from the owner.
3. Software may be loaded on multiple equipment to the extent authorized by the license or written permission has been obtained from the owner; and
4. Preview software may be evaluated for a reasonable evaluation period before being purchased or returned.

**B. Prohibited Uses**

1. Illegal copies of copyrighted software programs made or used on school equipment;
2. Copies made of preview software;
3. Use of software on a networked computer system not intended for network use without written permission from the owner;
4. Multiple loading of software not specifically licensed for multi-loading without written permission from the owner;
5. Multiple copies made of copyrighted software (beyond an authorized archival copy);
6. Making any unlicensed copies of printed documentation accompanying copyrighted software;
7. Making unlicensed copies of software for sale, loan, transmission or gift to other users; and
8. Copies made of locally produced adaptations or modifications of copyrighted software for my purpose.

- C. **Unauthorized copying.** Any employee or student who becomes aware of unauthorized copying of school software shall inform the Technology Coordinator or other authorized personnel.

**VI. Internet**

The rights of the owner of copyrighted material on the Internet are the same as the rights of the owner of traditional materials. Unless there is a clear statement that art, photos, text and sounds are “public domain” and available for free use, it should be assumed that the material is copyrighted. All the criteria for “fair use” apply to works on the Internet just as they apply to other materials. The ease of copying materials from the Internet should not be used as an excuse for violating copyrights.

**VII. Off Air Television Recording**

**A. Permissible Uses**

1. Off-air recordings may be made only at the request of and used by individual teachers;
2. Off-air recording of broadcast programs available to the general public without charge may be made and retained for a period not to exceed 45

calendar days after the date of recording. The following additional requirements must also be met:

- a. The recording may be used once by the individual teachers in the course of relevant teaching activities and repeated once during the first ten consecutive school days in the 45-day retention period.
  - b. Following the first 10 consecutive school days, the recording may only be used for teacher evaluation purposes (i.e., to determine whether the broadcast program should be included in the curriculum).
  - c. Following the 45-day retention period, the recording must be erased or destroyed immediately unless written permission is obtained from the copyright owner to keep and use the program in teaching/learning activities.
3. A limited number of copies may be produced from each off-air recording to meet the legitimate educational needs of teachers. Such copies are subject to the same guidelines as the original copy.
  4. An off-air recording need not be used in its entirety, but the recording may not be altered, edited, combined or merged. All copies must include the copyright notice of the broadcast program.

**A. Prohibited Uses**

1. Recording broadcast programs in anticipation of requests;
2. Recording broadcast programs when there is sufficient time prior to the scheduled program to obtain permission from the copyright owner;
3. Recording programs from pay/satellite television channels (HBO, Cinemax, Disney, etc.);
4. Using or retaining recordings beyond the 45-day retention period without written permission;
5. Recording the same program more than once for the same teacher (regardless of how many times the program may be broadcast; and
6. Altering the program from the original content in any way (although the entire program need not be viewed)

**VIII. Use of Pre-Recorded Videos**

Pre-recorded videos include commercially available videos marked “For Home Use Only” (such as feature films), including VHS tapes, DVD disks, filmstrips, etc.

**A. Permissible Uses**

Pre-recorded videos may be used in “face-to-face instruction” provided that the viewing utilizes a lawfully-made copy rented or purchases by the school unit.

**B. Prohibited Uses**

1. Videos may not be used for entertainment, filler assemblies, fundraising, public viewing, or any other purpose without written permission of the copyright owner, and permission of the building principal and/or curriculum specialist.
2. Videos may not be used when a written contract specifically prohibits use in classroom or direct situations.
3. Videos may not be borrowed from individuals or other schools.
4. Videos may not be copied.

**IX. Music and Theater Performances**

Prior written permission must be obtained whenever copyrighted plays and musical numbers are to be performed or whenever copyrighted music is used as part of a performance.

**X. Educational Uses of Music**

**A. Permissible Uses**

1. Emergency copies to replace purchased copies which for any reason are not available for an imminent performance provided that purchased replacement copies shall be substituted in due course.
2. For academic purposes other than performance, multiple copies of excerpts of works may be made provided that:
  - a. The excerpts do not constitute a performable unit (section, movement or aria) or more than ten percent of the entire work;
  - b. No more than one copy per student in the class is made; and
  - c. The copyright notice appears on the copies.
3. For academic purposes other than performance, a single copy of an entire performable unit (section, movement or aria) may be made by the teacher for scholarly research or in preparation to teach a class provided that:
  - a. The work is confirmed by the copyright owner to be out of print;
  - b. The work is unavailable except in a larger work; and
  - c. The copyright notice appears on the copy.
4. Printed copies that have been purchased may be edited or simplified provided that the fundamental character of the work is not distorted. Lyrics may not be altered or added, if none exist.
5. A single copy of recordings of performances by students may be made for evaluation or rehearsal purposes and may be retained by the school unit or an individual teacher.
6. A single copy of a sound recording (album, tape, cassette or CD) or copyrighted music may be made from sound recordings owned



by the school unit or an individual teacher for the purpose of constructing aural exercises or examinations. The copy may be retained by the school unit or an individual teacher.

- a. This pertains only to the copyright of the music itself and not to any copyright which may exist in the sound recording.

**B. Prohibited Uses**

1. Copy to create, replace or substitute for purchasing anthologies, collective works and compilations;
2. Copy “consumable” works, such as workbooks, exercises, standardized tests and answer sheets;
3. Copy for the purpose of performance (except as noted in A.1.); and
4. Copy to substitute for the purchase of music (except as noted in A. 1-2).

Legal Reference: 17 U.S.C.A. § 101 et seq.  
P.L. 107-273 ~~~13301~~ (The TEACH Act of 2002)

Cross Reference: EGAD – Copyright Compliance

## FAMILY AND MEDICAL LEAVE ACT (FMLA) ADMINISTRATIVE PROCEDURE

The following administrative procedure covers the main provisions of the federal Family and Medical Leave Act (FMLA). The guidelines in no way attempt to modify the Act, which should always be referred to when questions about implementation arise. RSU 19 is responsible for analyzing each employee request for leave to determine whether he/she is eligible under the federal and/or state statute. When an employee is eligible for leave under both the federal and state statutes, the applicable law with regard to each benefit shall be the one which provides the greater benefit (usually federal FMLA).

### A. Eligibility Requirements

To be eligible under the FMLA, employees must work at a site where 50 or more employees of the same school board are employed within 75 miles of that work site. An employee must have been employed by the school unit for at least twelve months and have worked at least 1250 hours in the previous twelve-month period. According to the law, teachers employed on a full-time basis are presumed to meet the minimum hours requirement.

### B. Benefit

Under certain conditions, eligible employees, if qualified, may be entitled to up to 12 weeks or 26 weeks leave in a 12-month period with continuing participation in the RSU's group insurance plan.

The 12-month period for FMLA purposes is designated as the 12 month period measured forward from the date an individual employee's first leave begins.

### C. Reasons for Taking Leave

Under the FMLA, an eligible employee is entitled to receive up to twelve weeks of leave during a twelve-month period for the following reasons:

1. The birth and care of a child;
2. The adoption or foster placement of a child with the employee;
3. To care for a spouse, child or parent with a serious health condition; or
4. The employee is unable to perform the functions of his/her position because of a serious health condition.

### D. Military Family Leave

#### 1. Military Caregiver Leave

An eligible employee who is a relative of a servicemember can take up to 26 weeks in a 12-month period in order to care for a covered servicemember

who is seriously ill or injured in the line of duty, or a veteran who is undergoing medical treatment, recuperation or therapy for serious injury or illness that occurred any time during the five years preceding the date of treatment.

2. **Qualified Exigency Leave** (applies to eligible employees with family members who are in the National Guard or Reserves, and Regular Armed Forces)

a. An eligible employee can take up to the normal 12 weeks of leave, if a family member who is a member of the National Guard or Reserve is called up to active duty on a contingency mission.

b. Qualifying exigencies include:

- 1) Short-notice deployment;
- 2) Military events and related activities;
- 3) Childcare and school activities;
- 4) Financial and legal arrangements;
- 5) Counseling;
- 6) Rest and recuperation;
- 7) Post-deployment activities; and
- 8) Additional activities agreed to by the employer and the employee

**E. Substitution of Paid Leave**

Any leave taken for FMLA-qualifying purposes (including leave taken under employment policies, bargaining agreements, or contracts) shall also be applied to an employee annual FMLA entitlement. When paid leave taken for FMLA-qualifying purposes is exhausted, the balance of FMLA leave shall be unpaid.

**F. FMLA Leave When Both Parents Are School Unit Employees**

If both parents of a child are employed by RSU 19, they are entitled to a combined total of 12 weeks of leave per year. However, leave may be granted to only one parent at a time and if leave is taken: (1) for the birth of a child or to care for the child after birth; or (2) for placement of a child for adoption or foster care or to care for the child after placement.

If spouses are employed by RSU 19, each are entitled to up to 12 work weeks of FMLA leave in a 12-month period, without regard to the amount of leave their spouse uses, for the following FMLA qualifying leave reasons:

- the care of a spouse or son or daughter with a serious health condition;
- a serious health condition that makes the employee unable to perform the essential functions of his/her job; and
- any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a military member on "covered active duty."

**G. Employee Notice Requirement**

The employee must follow the employer's standard notice and procedural policies for taking FMLA.

Except as provided elsewhere in this policy, an employee must submit an application for leave at least 30 days in advance when the leave is foreseeable or as soon as practicable if it is not foreseeable.

If an employee fails to provide 30 days' notice of foreseeable leave, the leave may be delayed to start 30 days after notice is given, provided the employee had actual notice of the FMLA notice requirements.

When the need for FMLA leave is foreseeable fewer than 30 days in advance, or the need for FMLA leave is not foreseeable, and the employee fails to provide notice as soon as practicable, the extent to which FMLA leave may be delayed depends upon the facts of the particular case.

**H. Medical Certification**

~~A sick leave request form is to be completed whenever an employee is absent from work for more than three days or when an employee has need to be absent from work for continuing treatment by (or under the supervision of) a health care provider.~~

RSU 19 will require medical certification to support a request for FMLA leave because of a serious health condition (at employee's expense).

If the leave request is due to the employee's serious health condition, the employee is required to provide medical certification stating the date the health condition commenced, the probable duration, the appropriate medical facts concerning the condition, and that the employee cannot perform the functions of his/her job.

If the leave request is due to the serious health condition of a family member, the employee is required to provide medical certification stating the date the health condition commenced, the probable duration, the appropriate medical

facts concerning the condition, and an estimate of the time the employee will be needed to care for the family member.

If the leave request is for leave to care for a covered servicemember, the employee is required to provide certification of the date on which the serious medical condition or injury commenced, the probable duration, the appropriate medical facts within the knowledge of the health care provider regarding the condition or injury, and an estimate of the time the employee will be needed to care for the covered servicemember.

**I. Notice for Leave Due to Active Duty or Call to Active Duty of Family Member**

In any case in which the necessity for leave is foreseeable, whether because the spouse or a son, daughter, or parent of the employee is on active duty or because of notification of an impending call or order to active duty in support of a contingency operation, the employee shall provide such notice to the employer as soon as is practicable.

**J. Employer Notice Requirement (29 C.F.R. § 825.300)**

Employers are required to provide employees with notice explaining the FMLA through a poster and either a handbook or information upon hire. If an employee requests FMLA leave, an employer must provide notice to the employee within five business days of whether the employee meets the FMLA eligibility requirements. If an employee is not eligible to take FMLA, the employer must provide a reason. The employer must also provide a rights and responsibilities notice outlining expectations and obligations relating to FMLA leave. If the employer approves FMLA leave, it must provide the employee with a designation notice stating the amount of leave that will be counted against an employee's FMLA entitlement.

**K. Insurance**

An employee out on FMLA leave is entitled to continued participation in the appropriate group health plan, provided the employee continues paying the usual premiums throughout the leave period. An employee's eligibility to maintain health insurance coverage will lapse if the premium payment is more than 30 days late.

**L. Return**

Upon return from FMLA leave, the employee will be restored to his/her previous position or to an equivalent position with equivalent pay, benefits, and other employment terms.

An employee returning from FMLA leave for his/her own serious health condition is required to submit medical certification that indicates fitness to return to work and ability to perform the functions of the job.

If the employee is unable to return to work because of his/her own serious health condition at the end of allowable FMLA leave, the Superintendent may consider a request for extension of unpaid leave and benefits on a case-by case basis. Unless an extension has been granted, failure to return to work upon the expiration of FMLA leave may subject the employee to immediate termination.

**M. Special Rules for Instructional Employees**

Under federal regulations, certain special rules apply to instructional employees. These rules affect the taking of leave near the end of a semester and the taking of intermittent leave or leave on a reduced leave schedule.

**N. Interaction with Maine Law**

When an employee is eligible for leave under both the federal and Maine statutes, the applicable law shall be the one that provides the greater benefit.

An employee who is not eligible for federal FMLA leave may be eligible for leave under the Maine FMLA.

The school unit will analyze each request to determine eligibility for federal and/or Maine FMLA leave.

**O. Recordkeeping**

Employees, supervisors, and building administrators will forward requests, forms, and other material to Central Office/HR to facilitate proper recordkeeping.

NOTE: The following sections in green have been incorporated into the above categories.

**H. Administration**

A. — ~~If the leave request is due to the employee's serious health condition, the employee is required to provide medical certification stating the date the health condition commenced, the probable duration, the~~

~~appropriate medical facts concerning the condition, and that the employee cannot perform the functions of his/her job.~~

~~If the leave request is due to the serious health condition of a family member, the employee is required to provide medical certification stating the date the health condition commenced, the probable duration, the appropriate medical facts concerning the condition, and an estimate of the time the employee will be needed to care for the family member.~~

- ~~B. The twelve month period in which an employee is entitled to twelve weeks of FMLA leave shall be based on a **contract year**. (See section B Benefit for change)~~
- ~~C. An employee must submit an application for leave at least 30 days in advance when the leave is foreseeable, or as soon as practicable if it is not foreseeable.~~

~~If an employee fails to provide a 30 day notice of foreseeable leave, the leave may be delayed to start 30 days after notice is given, provided that the employee had actual notice of FMLA notification requirements.~~

- ~~D. Any leave taken for FMLA qualifying purposes (including leave taken under employment policies, bargaining agreements, or contracts) shall also be applied to an employee annual FMLA entitlement. When paid leave taken for FMLA **qualifying** purposes is exhausted, the balance of FMLA leave shall be unpaid.~~
- ~~E. Upon an employee's return to work, he/she will be restored to his/her previous position or to an equivalent position with equivalent pay, benefits, conditions and terms of employment.~~

~~F. An employee returning from FMLA for his/her own serious health condition is required to submit medical certification that indicated fitness to return to work and ability to perform the functions of the job.~~

~~G. If the employee is unable to return to work because of his/her own serious health condition at the expiration of allowable FMLA leave, the Superintendent may consider a request for extension of unpaid leave and benefits on a case-by-case basis. Failure to return to work~~

~~upon the expiration of FMLA leave may subject the employee to immediate termination unless such an extension is granted.~~

~~H. An employee who is not eligible for federal FMLA leave may be eligible for Maine Family Medical Leave.~~

Legal References:

~~26 USC ss 2601 et seq.~~

29 C.F.R. Part 825 (Regulations to Implement the Family and Medical Leave Act of 1993)