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The goal set forth in this policy and rule section is to create the best possible educational climate. These personnel policies are designed to prevent misunderstanding by the personnel of the district about their duties and privileges. In order to further develop trust and understanding, the board seeks to involve personnel in the development of policies affecting staff positions.

All personnel handbooks shall be approved by the board and adopted, by reference, as a part of these policies and rules.

Approved: June 25, 2014

The board shall hire all employees on the basis of ability and the district's needs.

The district 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 (Matt Rogers, Superintendent 209 School Street Vermillion KS 66544 7885-382-6216) or to:

Equal Employment Opportunity Commission
400 State Ave., 9th Floor
Kansas City, KS 66101
(913) 551-5655

or

Kansas Human Rights Commission
900 SW Jackson, Suite 568-S
Topeka, KS 66612-1258
(785) 296-3206

or

United States Department of Education
Office for Civil Rights
One Petticoat Lane
1010 Walnut Street, Suite 320
Kansas City, Missouri 64106

Approved: March 21, 2016

The district is committed to maintaining a working and learning environment free from discrimination, insult, intimidation or harassment due to race, color, religion, sex, age, national origin or disability. Except as otherwise provided in this policy and board policies GAAC, JGEC, and KNA, any incident of discrimination in any form shall promptly be reported to an employee's immediate supervisor, the building principal, or the district compliance coordinator for investigation and corrective action by the building or district compliance officer. Any employee who engages in discriminatory conduct shall be subject to disciplinary action, up to and including termination.

Discrimination against any individual on the basis of race, color, national origin, sex, disability, age, or religion in the admission to, access to, treatment, or employment in the district's programs and activities is prohibited. (Position, address, phone number of the district compliance coordinator) has been designated to coordinate with nondiscrimination requirements contained in the Title VI and Title VII of the Civil Rights Act of 1964 except discrimination on the basis of sex, Section 504 of the Rehabilitation Act of 1973, and the American with Disabilities Act of 1990, the Age Discrimination Act of 1975, the Personal Responsibility Work Opportunity Reconciliation Act of 1996, and the Food Stamp Act of 1977, as amended.

Complaints regarding alleged discrimination on the basis of sex, as prohibited by Title IX of the Education Amendments of 1972 and other federal and state laws regulating such discrimination and discriminatory harassment, shall be handled in accordance with the procedures outlined in board policies GAAC and JGEC and shall be directed to the Superintendent at USD #380 209 School Street, Vermillion KS 66544 rogersm@usd380.com 785-382-6216. More information may be obtained on discrimination on the basis of sex by contacting the Title IX coordinator Matt Rogers.

Complaints alleging discrimination in child nutrition programs offered by the district shall be handled in accordance with the procedures outlined in board policy KNA, and more information may be obtained on procedures for such complaint by contact the district compliance coordinator.

Complaints of discrimination should be addressed to an employee's supervisor or to the building principal or the compliance coordinator. Complaints against the superintendent should be addressed to the board of education.

Unless otherwise provided herein complaints of discrimination will be resolved using the district's discrimination complaint procedures in policy KN.

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.

Approved: October 12, 2020

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. The district does not discriminate on the basis of sex in admissions, employment, or the educational programs or activities it operates and is prohibited by Title IX from engaging in such discrimination. Discrimination on the basis of sex, including sexual harassment, will not be tolerated in the school district. Discrimination on the basis of sex of employees or students of the district by board members, administrators, licensed and classified personnel, students, vendors, and any others having business or other contract 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 Act Against Discrimination. All forms of sexual harassment are prohibited at school, on school property, and at all school-sponsored activities, programs, or events within the United States. 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 – conduct on the basis of sex, involving one or more of the following: (1) A district employee conditioning the provision of an aid, benefit, or service of the district on an individual's participation in unwelcomed sexual conduct; (2) unwelcomed conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the district's educational program or activity; or (3) sexual assault, dating violence, domestic violence, or stalking.

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 of a sexual nature; 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. Any person may make a verbal or written report of sex discrimination by any means and at any time.

Matt Rogers, Superintendent 209 School Street Vermillion KS 66544, rogersm@usd380.com, 785-382-6216 the Title IX Coordinator has been designated to coordinate compliance with nondiscrimination requirements contained in Title IX of the Education Amendments of 1972, Title VII of the Civil Rights Act of 1964 regarding discrimination on the basis of sex, and the Kansas Act Against Discrimination. Information concerning the provisions of these Acts, and the rights provided thereunder, are available from the Title IX Coordinator. Inquiries about the application of Title IX to the district may be referred to the Title IX Coordinator; to the Assistant Secretary for Civil Rights at the U.S. Department of Education, Office of Civil Rights, 400 Maryland Avenue, SW, Washington D.C. 20202-1100, (800) 421-3481, or at OCR@ed.gov; or both.

Response to Sexual Harassment Complaints

The district takes all reports of sexual harassment seriously and will respond meaningfully to every report of discrimination based on sex, including sexual harassment, of which the district has actual knowledge. Employees who believe that 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 administrator or the Title IX Coordinator. All employees receiving reports of alleged sexual harassment shall notify the Title IX Coordinator.

Definitions

The following definitions apply to the district in responding to complaints of sexual discrimination including sexual harassment as defined by Title IX of the Education Amendments of 1972, Title VII of the Civil Rights Act of 1964, and the Kansas Act Against Discrimination.

The "complainant" means an individual who is alleged to be a victim of conduct that could constitute sexual harassment.

"Dating violence" means violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim where the existence of such a relationship shall be determined based on a consideration of the length of the relationship, the type of relationship, and the frequency of interaction between the persons involved.

The "decision-maker" reviews all the evidence and prepares an impartial written responsibility determination as to whether the alleged conduct occurred and provides an opportunity for the parties and their representatives to prepare written questions to be answered by the other party. The decision-maker shall not be the Title IX Coordinator or investigator.

“Domestic violence” includes crimes of violence committed by a person who is a current or former spouse, partner, person with whom the victim shares a child, or who is or has cohabited with the victim as a spouse or partner, by a person similarly situated to a spouse of the victim under Kansas or applicable federal law, or by any other person against an adult or youth victim having protection from such person’s acts by Kansas or applicable federal law.

A “formal complaint” means a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent and requesting that the district investigate the allegation of sexual harassment.

The “investigator” is the person who carries out the investigation after the formal complaint is filed and conducts interviews of the witnesses, collects and documents evidence, and drafts an investigative report.

A “respondent” is an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.

“Sexual assault” means an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation.

“Stalking” means engaging in a course of conduct directed at a specific person that would cause a reasonable person to fear for his or her safety or the safety of others or to suffer substantial emotional distress.

The “Title IX Coordinator” is the individual designated at the district level who has responsibility to coordinate compliance with Title IX of the Education Amendments of 1972, Title VII of the Civil Rights Act of 1964 regarding discrimination on the basis of sex, and the Kansas Act Against Discrimination. The Title IX Coordinator’s responsibilities include, but are not limited to: developing materials and ensuring professional development occurs for staff involved in Title IX compliance, creating systems to centralize records, gathering relevant data, contacting the complainant (and/or parents or guardians, if applicable) once the district has actual knowledge of

alleged sexual harassment, coordinating the implementation of supportive measures, signing a formal complaint to initiate a grievance process, and ensuring any remedies are implemented.

The Title IX Coordinator, any investigator, decision-maker, or any person who facilitates an informal resolution process shall not have a conflict of interest or bias for or against the complainant or respondent. These individuals shall receive training on the definition of sexual harassment; the scope of the education program and activities; how to conduct an investigation, including appeals and informal resolutions processes; and how to serve impartially, including by avoiding prejudgment of the facts, conflicts of interest, and bias. Decision-makers shall receive training on issues of relevance of questions and evidence, including when questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant. Investigators shall receive training on issues of relevance of questions and evidence in order for them to create investigative reports that fairly summarize relevant evidence.

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 their immediate supervisor, building administrator, or Title IX Coordinator. Employees who fail to report complaints or incidents of sexual harassment to appropriate district officials may face disciplinary action. District officials who fail to investigate and take appropriate corrective action in response to complaints of sexual harassment may also face disciplinary action.

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, persuasiveness and persistence. Behaviors which are unacceptable but do not constitute harassment may also result in employee discipline.

If discrimination or harassment has occurred, the district will take prompt, remedial action to stop it and prevent its reoccurrence.

The Title IX Coordinator shall promptly respond in a meaningful way to any reports of sexual discrimination including sexual harassment of which the district has actual knowledge as follows:

- Contact the complainant within 10 business days and discuss the availability of supportive measures, with or without the filing of a formal complaint, and consider the complainant's wishes as to supportive measures; and
- Inform the complainant of the right to a formal complaint investigation consistent with Title IX and the informal resolution process.

Supportive Measures

The district will treat the complainant and respondent equitably by offering supportive measures. These non-disciplinary and non-punitive measures will be offered as appropriate, as reasonably available, and without cost to the complainant or the respondent. Supportive measures are designed to restore or preserve equal access to the education program or activity without unreasonably burdening the other party. "Supportive Measures" shall include, but not be limited to, measures designed to protect the safety of all parties, to protect the district's educational environment, or to deter sexual harassment. These measures may include counseling, extensions of deadlines or course-related adjustments, modifications of work or class schedules, escort services, mutual restrictions on contact between the parties, changes in work locations, leaves of absence, increased security and monitoring, and other similar measures. The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures.

The Formal Complaint

No investigation of alleged sexual harassment may occur until after a formal complaint has been filed.

A formal complaint is a document filed by the complainant or signed by the Title IX Coordinator alleging sexual harassment and requesting an investigation. The procedures for filing a formal complaint are as follows:

- At the time of filing a formal complaint, a complainant must be participating in or attempting to participate in the education program or activity of the district concerning which the formal complaint is filed.
- 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. Filing of the complaint with the Title IX Coordinator may be done in person, by mail, or by email. If an individual does not wish to file a written complaint, and the matter has not been adequately resolved, the Title IX Coordinator may initiate the complaint. Forms for filing written complaints are available in each school building office and the central office.
- A complaint should be filed as soon as possible after the conduct occurs, but not later than 180 calendar days after the complainant becomes aware of the alleged violation, unless the conduct forming the basis for the complaint is ongoing.
- After 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 a qualified individual designated by the Title IX Coordinator or another individual appointed by the board. The investigation shall be thorough.

- All interested persons, including the complainant and the respondent, will be afforded an opportunity to submit written or oral evidence relevant to the complaint.

Formal Complaint Notice Requirements

Upon filing of a formal complaint, the district shall provide written notice to the known parties including:

- Notice of the allegations of sexual harassment including sufficient details to prepare a response before any initial interview including:
 - + the identities of the parties involved, if known;
 - + the conduct allegedly constituting sexual harassment; and
 - + the date and location of the alleged incident, if known.
- The district's investigation procedures, including any informal resolution process;
- A statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility will be made by the decision-maker at the conclusion of the investigation;
- Notice to the parties they may have an advisor of their choice and may inspect and review any evidence; and
- Notice to the parties of any provision in the district's code of conduct or policy that prohibits knowingly making false statements or knowingly submitting false information.

If in the course of an investigation, the investigator decide to investigate allegations about the complainant or respondent that are not included in the notice initially provided, notice of the additional allegations shall be provided to known parties.

Formal Complaint Investigation Procedures

To ensure a complete and thorough investigation and to protect the parties, the investigator shall:

- Ensure that the preponderance of the evidence burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility rests on the district and not the parties;
- Provide an equal opportunity for the parties to present witnesses and evidence;
- Not restrict either party's ability to discuss the allegations under investigation or to gather and present relevant evidence;
- Allow the parties to be accompanied with an advisor of the party's choice;
- Provide written notice of the date, time, location, participants, and purpose of any interview, meeting, or hearing at which a party is expected to participate;
- Provide the parties equal access to review all the evidence collected which is directly related to the allegations raised in a formal complaint, including the investigative report, and the opportunity to respond to that evidence before a determination is made;
- Be impartial and objectively evaluate all relevant evidence without relying on sex stereotypes;
- Not have conflicts of interest or bias for or against complainants or respondent;
- Not make credibility determinations based on the individual's status as complainant, respondent, or witness.

Formal Complaint Investigation Report

The investigator shall prepare an investigative report that fairly summarizes relevant evidence and share the report with the parties and their advisors for review and response.

Before completing the investigative report, the investigator must send each party and their advisors the investigative report for review and allow the parties 10 days to submit a written Response for the investigator's consideration.

The investigator's written report shall include an objective evaluation of all relevant evidence using a preponderance of the evidence standard to determine responsibility.

Decision-Maker's Determination

Upon receiving the investigator's report, the decision-maker must make a determination regarding responsibility and afford each party the opportunity to submit written, relevant questions that the parties want asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions.

The decision-maker must issue a written determination regarding responsibility based on a preponderance of the evidence. The decision-maker's written documentation shall:

- Identify the allegations potentially constituting sexual harassment,
- Describe the procedural steps taken, including any notifications to the parties, site visits, methods used to gather evidence, and interviews;
- Include the findings of fact supporting the determination;
- Address any district policies and/or conduct rules which apply to the facts;
- Address each allegation and a resolution of the complaint including a determination regarding responsibility, the rationale therefor, any disciplinary sanctions imposed on the respondent, and whether the remedies are designed to preserve access to the educational program or activity will be provided by the district to the complainant; and
- The procedures and permissible bases for the complainant and/or respondent to appeal the determination.

A copy of the written determination shall be provided to both parties and simultaneously.

The range of disciplinary sanctions and remedies may include, but may not be limited to, supportive measures, short term suspension, long term suspension, expulsion for students, and/or termination for employees. Complainants and respondents shall be treated equitably by providing remedies to a complainant where a determination of responsibility for sexual harassment has been made. The Title IX Coordinator is responsible for the effective implementation of any remedies. 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 with or without pay or terminated, procedures outlined in board policy, the negotiated agreement (as applicable), and/or state law will be followed.

Records relating to complaints filed and their resolution shall be maintained by the Title IX Coordinator for seven years.

The decision becomes final on the date the parties receive the results of an appeal, if any appeal, if any appeal is filed, or on the date the opportunity for an appeal expires.

Appeals

The complainant or respondent may appeal the decision-maker's determination regarding responsibility or a dismissal of a formal complaint, on the following base:

- Procedural irregularity that affected the outcomes;
- New evidence that was not reasonably available at the time that could affect the outcome; and/or
- The Title IX Coordinator, investigator, or decision-maker had a conflict of interest or bias against either party that affected the outcome.

The request to appeal shall be made in writing to the Title IX Coordinator within 20 days after the date of the written determination. Appeals shall be on the record and heard by an attorney,

an independent hearing officer appointed by the board, or the board. The appeal decision-maker may not be the Title IX Coordinator, the Investigator, or the decision-maker will describe the result of the appeal the rationale for the result.

The appeal decision-maker shall:

- Review the evidence gathered by the investigator, the investigator's report, and the original decision-maker's determination;
- Notify both parties in writing of the filing of an appeal and give them 10 days after the appeal is filed to submit further evidence in writing;
- Not have a conflict of interest or bias for or against complainant or respondent and receive the required training;
- Issue a written decision and the rationale for the decision with 30 days after the appeal is filed;
- Describe the result of the appeal and the rationale for the result in the decision; and
- Provide the written decision simultaneously to both parties and to the Title IX Coordinator.

Informal Resolution Process

At any time during the formal complaint process and prior to reaching a determination regarding responsibility, the district may facilitate an informal resolution process, such as mediation, that does not involve a full investigation and determination of responsibility.

The informal resolution process may be facilitated by a trained educational professional, consultant, or other individual selected by the Title IX Coordinator under the following conditions:

- The parties are provided a written notice disclosing the allegations, the requirements of the informal resolution process, information on when it may preclude the parties from resuming a formal complaint arising from the same allegations;

- At any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and resume the investigation of the formal complaint and be informed of any consequences resulting from participating in the informal resolution process;
- The parties voluntarily and in writing consent to the informal resolution process: and
- The informal resolution process cannot be used to resolve allegations that an employee sexually harassed a student.

If the matter is resolved to the satisfaction of the parties, the facilitator shall document the nature of the complaint and the proposed resolution, have both parties sign the documentation and receive a copy, and forward it to the Title IX Coordinator. Within 20 days after the complaint is resolved in this manner, the Title IX Coordinator shall contact the complainant to determine if the resolution of the matter remain acceptable. If the matter is not resolved, or if the individual does not believe the resolution remain acceptable within 20 days after the informal resolution document is executed, the individual or the Title IX Coordinator may proceed with the formal complaint process.

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 make a complaint, testifying, assisting, or participating in any investigation, proceeding, or appeal.

Use of this complaint procedure is not 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.

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 or discrimination against any person who has filed a complaint or testified, assisted, or participated in an

investigation, proceeding, or hearing involving sex discrimination including sexual harassment is prohibited. Any person who retaliates is subject to immediate disciplinary action, up to and including termination of employment.

To the extent possible while still following the above procedures, confidentiality will be maintained throughout the investigation and resolution of a complaint. The desire for confidentiality must be balanced with the district's obligation to conduct a thorough investigation, to provide supportive measures to both parties, to take appropriate corrective action, and to provide due process to the complainant and the respondent.

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

A summary of this policy and the complaint procedures including how to report or file a formal complaint of sex discrimination or sexual harassment shall be posted in each district facility, shall be published in employee handbooks, and on the district's website as directed by the Title IX Coordinator. Notification of the policy may include posting information notices, publishing in newspapers and magazines operated by the school, or distributing memoranda or other written communications to students and employees. In addition, the district is required to include a statement of nondiscriminatory policy in any bulletins, announcements, publications, catalogs, application forms, or other recruitment materials that are made available to participants, students, applicants, or employees.

Approved: October 12, 2020

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 or national origin. Racial harassment will not be tolerated in the school district. Racial harassment of employees or students of the district by board members, administrators, certified and support personnel, students, vendors, and nay 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 Civil Rights Act of 1964, and the Kansas Acts Against Discrimination. All forms of racial harassment are prohibited at school, on school property, and at all school-sponsored activities, programs or events. Racial 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 any student, employee, or other individual associated wit 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.

Racial harassment is racially motivated conduct which:

1. Affords an employee different treatment, solely on the basis of race, color or national origin, 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;
2. Is sufficiently severe, pervasive or persistent so as to have the purpose or effect of creating a hostile working environment;
3. 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 harassment may result from verbal or physical conduct or written or graphic material.

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

Employees who believe they have been subjected to racial harassment should discuss the problem with their immediately 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 in policy KN.

Complaints received will be investigated to determine whether, under the totality of the circumstances, the alleged behavior constitutes racial harassment under the definition outlined above. Unacceptable conduct may or may not constitute racial 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.

If discrimination or harassment has occurred, the district will take prompt, remedial action to prevent its recurrence.

Any employee who witnesses an act of racial 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 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 harassment may also face disciplinary action up to and including termination.

Initiation of a complaint of racial 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 or discrimination against any person who has files a complaint or testified, assisted, or participated in any investigation, proceeding, or hearing involving a racial harassment complaint is prohibited. Any person who retaliates is subject to immediate disciplinary action, up to and including termination from employment.

To the extent possible, confidentiality will be maintained throughout the investigation of a complaint. The desire for confidentiality must be balanced wit 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 harassment may result in corrective or disciplinary action against the complainant.

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

Approved: August 17, 2015

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

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

DCF or Law Enforcement Access to Students on School Premises

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

Cooperation Between School and Agencies

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

Reporting Procedures

The employee shall promptly report to the local DCF office or law enforcement if DCF is closed. It is recommended the building administrator also be notified after the report is made. If the building principal has been notified, the principal shall immediately notify the superintendent that the initial report to DCF has been made. If appropriate, the principal may confer with the school's social worker, guidance counselor or psychologist. At no time shall the principal or any other staff member prevent or interfere with the making of a suspected child abuse report.

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

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

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

Annual Training

Annual training for all school employees on child abuse and neglect reporting requirements shall be provided, and documentation of the training shall be maintained.

Approved: October 12, 2020

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

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

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

Approved: March 21, 2016

The board of education is committed to limiting the use of Emergency Safety Intervention (“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 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. Notice of the online availability of this policy shall be provided to parents during enrollment each year.

Definition

“Campus police officer” means a school security officer designated by the board of education of any school district pursuant to K.S.A. 72-8222, and amendments thereto.

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

“Emergency Safety Intervention: is the use of seclusion or physical restraint, but does not include physical escort or the use of time-out.

“Incident” means each occurrence of the use of an emergency safety intervention.

“Law enforcement officer” and “police officer” mean a full-time or part-time salaried officer or employee of the state, a county, or a city, whose duties include the prevention or detection of crime and enforcement of criminal or traffic law of this state or any Kansas municipality. The term includes a campus police officer.

“Legitimate law enforcement purpose” means a goal within the lawful authority of an officer that is to be achieved through methods or conduct condoned by the officer’s appointing authority.

“Mechanical Restraint” means any device or object used to limit a student’s movement.

“Parent” means: (1) a natural parent; (2) an adoptive parent; (3) a person acting as a parent as defined in K.S.A. 72-1046(d)(2), and amendments thereto; (4) a legal guardian; (5) an education advocate for a student with an exceptionality; (6) a foster parent, unless the student is a child with an exceptionality; or (7) a student who has reached the age of majority or is an emancipated minor.

“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.

“Physical Restraint” means bodily force used to substantially limit a student’s movement, except that consensual, solicited, or unintentional contact and contact to provide comfort, assistance, or instruction shall not be deemed to be physical restraint.

“School resource officer” means a law enforcement officer or police officer employed by a local law enforcement agency who is assigned to a district through an agreement between the local law enforcement agency and the district.

“School security officer” means a person who is employed by a board of education of any school district for the purpose of aiding and supplementing state and local law enforcement agencies in which the school district is located, but is not a law enforcement officer or policy officer.

“Seclusion” means placement of a student in a location where all of the following conditions are 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 he or she will be prevented from leaving, the enclosed area.

“Time-out” means a behavior intervention in which a student is temporarily removed from a learning activity without being secluded.

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 treatments for a student's medical or psychiatric condition by a personal appropriately licensed to issue such treatments; and
- Use of mechanical restraint, except
 - Protective or stabilizing devices required by law or used in accordance with an order from a person appropriately licensed to issue the order for the device;
 - Any device used by a certified law enforcement officer to carry out law enforcement duties; or
 - Seatbelts and other safety equipment when used to secure students during transportation

Use of Emergency Safety Interventions

ESI shall be used only when a student presents a reasonable and immediate danger of physical harm to such student or others with the present ability to effect such physical harm. Less restrictive alternatives to ESI, such as positive behavior interventions support, shall be deemed inappropriate or ineffective under the circumstances by the school employee witnessing the student's behavior prior to the use of any ESI. The use of ESI shall cease as soon as the immediate danger of physical harm ceases to exist. Violent action that is destructive of property may necessitate the use of an ESI. Use of an ESI for the purposes of discipline, punishment, or for the convenience of a school employee shall not meet the standard of immediate danger of physical harm.

ESI Restrictions

A student shall not be subjected to ESI if the student is known to have a medical condition that could put the student in mental or physical danger as a result of ESI. The existence of such medical condition must be indicated in a written statement from the student's licensed health provider, a copy of which has been provided to the school and placed in the student's file.

Such written statement shall include an explanation of the student's diagnosis, a list of any reasons why ESI would put the student in mental or physical danger, and any suggested alternatives to ESI. Notwithstanding the provisions of this subsection, a student may be subjected to ESI, if not subjecting the student to ESI would result in significant physical harm to the student or others.

Use of Seclusion

When a student is placed in seclusion, a school employee shall be able to see and hear the student at all times.

All seclusion rooms equipped with a locking door shall be designed to ensure that the lock automatically disengages when the school employee viewing the student walks away from the seclusion room, or in case of emergency, such as fire or severe weather.

A seclusion room shall be a safe place with proportional and similar characteristics as other rooms where students frequent. Such room shall be free of any condition that could be a danger to the student, well-ventilated, and sufficiently lighted.

Training

All staff members shall be trained regarding the use of positive behavioral intervention strategies, de-escalation technique, and prevention techniques. Such training shall be consistent with nationally recognized training programs on ESI. The intensity of the training provided will depend upon the employee's position. Administrators, licensed staff members, and other staff deemed most likely to restrain a student will be provided more intense training than classified 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 written or electronic documentation regarding the training that was provided and a list of participants, which shall be made available for inspection by the state board of education upon request.

Notification and Documentation

The principal or designee shall notify the parent the same day as an incident. The same-day notification requirement of this subsection shall be deemed satisfied if the school attempts at least two methods of contacting the parent. A parent may designate a preferred method of contact to receive the same-day notification. Also, a parent may agree, in writing, to receive only one same-day notification from the school for multiple incidents occurring on the same day.

Documentation of the ESI used shall be completed and provided to the student's parents no later than the school day following the day of the incident. Such written documentation shall include: (A) The events leading up to the incident; (B) student behaviors that necessitated the ESI; (C) steps taken to transition the student back into the educational setting; (D) the date and time the incident occurred, the type of ESI used, the duration of the ESI, and the school personnel who used or supervised the ESI; (E) space or an additional form for parents to provide feedback or comments to the school regarding the incident; (F) a statement that invites and strongly encourages parents to schedule a meeting to discuss the incident and how to prevent future incidents; and (G) email and phone information for the parent to contact the school to schedule the ESI meeting. Schools may group incidents together when documenting the items in subparagraphs (A), (B), and (C) if the triggering issue necessitating the ESIs is the same.

The parent shall be provided the following information after the first and each subsequent incident during each school year: (1) a copy of this policy which indicates when ESI can be used; (2) a flyer on the parent's rights; (3) information on the parent's right to file a complaint through the local

dispute resolution process (which is set forth in this policy) and the complaint process of the state board of education; and (4) information that will assist the parent in navigating the complaint process, including contact information for Families Together and the Disability Rights Center of Kansas. Upon the first occurrence of an incident of ESI, the foregoing information shall be provided in printed form or, upon the parent's written request, by email. Upon the occurrence of a second or subsequent incident, the parent shall be provided with a full and direct website address containing such information

Law Enforcement, School Resource and Campus Security Officers

Campus police officers and school resource officers shall be exempt from the requirements of this policy when engaged in an activity that has a legitimate law enforcement purpose. School security officers shall not be exempt from the requirements of this policy.

If a school is aware that a law enforcement officer or school resource officer has used seclusion, physical restraint, or mechanical restraint on a student, the school shall notify the parent the same day using the parent's preferred method of contact. A school shall not be required to provide written documentation to a parent, as set forth above, regarding law enforcement use of an emergency safety intervention, or report to the state department of education any law enforcement use of an emergency safety intervention. For purposes of this subsection, mechanical restraint includes, but is not limited to, the use of handcuffs.

Documentation of ESI Incidents

Except as specified above with regard to law enforcement or school resource officer use of emergency safety interventions, 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 ESI,
- Type of ESI,
- Length of time the ESI was used,

- School personnel who participated in or supervised the ESI,
- Whether the student had an individualized education program at the time of the incident,
- Whether the student had a section 504 plan at the time of the incident, and whether the student had a behavior intervention plan at the time of the incident.

All such documentation shall be provided to the building principal, who shall be responsible providing copies of such documentation to the superintendent or superintendent's designee on at least a biannual basis. At least once per school year, each building principal 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.

Parent Right to Meeting on ESI Use

After each incident, a parent may request a meeting with the school to discuss and debrief the incident. A parent may request such meeting verbally, in writing, or by electronic means. A school shall hold a meeting requested under this subsection within 10 school days of the parent's request. The focus of any such meeting shall be to discuss proactive ways to prevent the need for emergency safety interventions and to reduce incidents in the future.

For a student with an IEP or a Section 504 plan, such student's IEP team or Section 504 plan discuss the incident and consider the need to conduct a functional behavioral assessment, develop a behavior intervention plan, or amend the behavior intervention plan if already in existence.

For a student with a section 504 plan, such student's section 504 plan team shall discuss and consider the need for a special education evaluation. For students who have an individualized education program and are placed in a private school by a parent, a meeting called under this subsection shall include the parent and the private school, who shall consider whether the parent should request an individualized education program team meeting. If the parent requests an

individualized education program team meeting, the private school shall help facilitate such meeting.

For a student without an IEP or Section 504 plan, the school staff and the parent shall discuss the incident and consider the appropriateness of a referral for a special education evaluation, the need for a functional behavioral assessment, or the need for a behavior intervention plan. Any such meeting shall include the student's parent, a school administrator for the school the student attends, one of the student's teachers, a school employee involved in the incident, and any other school employees designated by the school administrator as appropriate for such meeting.

The student who is the subject of such meetings shall be invited to attend the meeting at the discretion of the parent. The time for calling such a meeting may be extended beyond the 10-day limit if the parent of the student is unable to attend within that time period. Nothing in this section shall be construed to prohibit the development and implementation of a functional behavior assessment or a behavior intervention plan for any student if such student would benefit from such measures.

Local Dispute Resolution Process

If a parent believes that an emergency safety intervention has been used on the parent's child in violation of state law or board policy, the parent may file a complaint as specified below.

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. Once an informal complaint is received, the administrator handling the complaint shall investigate such matter, as deemed appropriate by the administrator. 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 within thirty (30) days after the parent is informed of the incident.

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 of fact and recommended correction 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 the state department of education and shall be mailed to the parents and the state department within 30 days of the board's receipt of the formal complaint.

If desired, a parent may file a complaint under the state board of education administrative review process within thirty (30) days from the date a final decision is issued pursuant to the local dispute resolution process.

Approved: August 8, 2016

In the development of personnel policies, rules and regulations, the board shall, to the extent practicable, involve the employees of the district.

Approved: June 25, 2014

GACA Positions

GACA

Only those positions authorized by the board may be filled.

Approved: June 25, 2014

GACA-R Positions

GACA-R

The superintendent shall prepare for board approval a comprehensive list of all positions of employment within the school system, together with the qualifications for the duties of each position.

(See GACB Job Descriptions)

Approved: June 25, 2014

A job description for each category of employees shall be developed by the superintendent. The job description shall be filed with the clerk and may be published in the appropriate handbook.

Approved: June 25, 2014

The board delegates recruiting authority to the superintendent. In carrying out this responsibility, the superintendent may involve administrators and other employees.

The board shall approve the hiring of all employees. No staff member's employment is official until the contract or other document is signed by the candidate and approved by the board.

The hiring sequence shall be as follows:

1. Conditional offer of employment to the candidate;
2. Acceptance by the candidate
3. Contract or other appropriate document sent to the candidate and candidate's acceptance signified by a signed document returned to the superintendent; and
4. Approval of the contract or other documents by the board.

Approved: June 25, 2014

All employees of the district, at the time of employment, shall provide verification of identity and employment status to the superintendent.

Approved: June 25, 2014

The superintendent shall maintain a file on all of the district's employees hired after November 6, 1986, proving that each employee has verified their identity, employment status, U.S. citizenship, or legal alien status. Evidence to be used to verify identity, employment status, U.S. citizenship, or legal alien status should include at least two of the following documents, one of which contains a current photo of the employee:

- Birth certificate
- Social security card
- A current driver's license

or one of the following:

- U.S. passport
- Certificate of U.S. citizenship
- Certificate of naturalization
- Unexpired foreign passport
- Resident alien card.

Approved: June 25, 2014

The local area network and the Internet are provided for students and staff to conduct research and communicate on educational issues with others. Independent access to network services is provided to those who agree to act in a considerate and responsible manner. Access is a privilege, not a right. Primary use is educational and such use has priority. Access entails responsibility.

Individual users of the computer networks are responsible for their behavior and communications over those networks. Users must comply with district behavioral standards and honor the agreements they have signed or they will be denied use of the technology or may be dismissed from employment.

Network storage areas will be treated in the same manner as school lockers and desks. They are the property of the district not of the user. Network administrators or school administrators may review files and communications to maintain system integrity and ensure that users are accessing and utilizing the system responsibly. Users should not expect that files stored on district servers or computers are private or that files shared across the Internet are private.

The following are not permitted:

1. Sending, accessing or displaying offensive messages or pictures.
2. Using obscene language.
3. Harassing, insulting or attacking others.
4. Disrupting, interfering or tampering with district hardware and/or software.
5. Violating copyright laws.
6. Using or disclosing others' passwords or personal information
7. Trespassing in others' passwords or personal information.
8. Using the computers for such purposes as gambling, stock trading, buying or selling personal items
9. Acting in a manner deemed inappropriate.

Consequences may include but are not limited to:

1. Warning or restriction of access to the network or computer.
2. Payment for damages and/or replacement costs and enforcement of the school policy on theft and vandalism.
3. Suspension from work.
4. Dismissal from work.
5. When applicable, law enforcement agencies may be involved.

Approved: June 25, 2014

GAD Employee Development Opportunities

GAD

Employees are encouraged to develop and submit, through supervisory channels, plans or proposals for the improvement of skills, knowledge and technical performance capabilities.

Approved: June 25, 2014

GAD-R Employee Development Opportunities

GAD-R

All requests for self improvement that involve the expenditure of district funds shall be approved in advance by the building principal and then by the superintendent. These improvement requests must relate to specific district or building level goals or to the school improvement plan.

Approved: June 25, 2014

There shall be a program of in-service education for employees which meets or exceeds minimum statutory requirements, and which promotes continuous professional development, diversification in academic foundations or subject knowledge, improved job effectiveness and enhanced skills. When appropriate, the superintendent shall consult with the staff affected by the inservice.

Approved: June 25, 2014

All appropriate employees shall attend in-service education sessions unless excused by the superintendent. Inservice programs may utilize all or a portion of the work day.

Approved: June 25, 2014

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. The Superintendent has been designated to coordinate compliance with nondiscrimination requirements contained in Title VI 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.

Complaints of discrimination should be addressed to an employee's supervisor or to the compliance coordinator. complaints against the superintendent should be addressed to the board of education.

Complaints of discrimination will be resolved using the district's discrimination complaint procedure. (See KN Complaints)

Approved: June 25, 2014

GAF Staff-Student Relations
(See GAAC, GAACA, JGEC, JGECA and KN)

GAF

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

Approved: August 8, 2016

District employees are prohibited from engaging in any activity which may be a conflict of interest and/or detracts from the effective performance of their duties. No employee will attempt, during the school day or on school property, to sell or endeavor to influence any student or school employee to buy any product, article, instrument, service or other items which would directly or indirectly benefit the school employee. No school employee will enter into a contract for remuneration with the district other than a contract for employment unless the contract is awarded on the basis of competitive bidding.

Approved: June 25, 2014

Any district employee shall report alleged violations of the conflict of interest policy to the superintendent. The superintendent shall make an initial investigation to determine whether the policy has been violated. Upon evidence of violation, the superintendent shall report to the board for a board determination. If a district employee has been found to have violated the conflict of interest policy, the board will order the employee, in writing, to cease and desist from all such activities. If the employee fails to comply, the board may suspend or terminate the employee, pursuant to the provisions of GBK Suspension and GCK Suspension.

Approved: June 25, 2014

GAH Staff-Community Relations

GAH

Staff members are encouraged to reside within the boundaries of the district.

Staff members are encouraged to participate in community activities and organizations, if these activities do not infringe upon school time.

Approved: June 25, 2014

GAH-R Staff-Community Relations

GAH-R

Prior permission must be obtained from the superintendent for participation in any non-school community activity which takes place during school time.

Approved: June 25, 2014

Holding Public Office

Staff members elected or appointed to a public office which restricts the employee's ability to completed contractual obligations may be required to take unpaid leave for a period of time determined by the board or may be terminated.

Staff members holding a public office, which in the judgment of the board is less than full-time, shall request unpaid leave from the superintendent at least one week in advance

An employee who must be absent from school to carry out the duties of a public office must take a leave of absence without pay for the duration of the public office.

Political Activity in the Schools

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

Approved: August 17, 2015

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

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

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

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

An employee who must be absent from school to carry out the duties of a public office must take a short or long term leave of absence without pay for the duration of the political duties.

Approved: June 25, 2014

Persons seeking to sell, solicit or display on school premises any item requiring the expenditure of district funds must first secure permission from the building principal or superintendent. Appointments with district staff during duty hours shall be held at a time approved by the appropriate supervisor. If a vendor violates this policy, the vendor may be suspended from making appointments with and soliciting school employees. Notices of the suspension shall be provided to district administrative personnel, the vendor's supervisor, and the board.

Approved: June 25, 2014

GAJ Gifts (See JL Gifts, KH Public Gifts)

GAJ

Staff members shall not give gifts to any student or class of students when the gifts arise out of a school situation, class, or school-sponsored activity unless approved by the principal.

Staff members are prohibited from receiving gifts of value greater than \$25.00 from vendors, salesmen or other such representatives.

Approved: June 25, 2014

GAJ-R Gifts (See JL Gifts, KH Public Gifts)

GAJ-R

If an employee of the district is found to have accepted a gift from any person as outlined in this policy, the employee may be subject to disciplinary action.

The superintendent shall be responsible for the administration of this policy.

Approved: June 25, 2014

Personnel files required by the district shall be confidential and in the custody of the records custodian and/or the superintendent. Employees have the right to inspect their files upon proper notice under the supervision of an appropriate supervisor. All records and files maintained by the district should be screened periodically by the custodian of records.

All personnel files and evaluation documents, including those stored by electronic means, shall be adequately secured.

Requests for References

Unless otherwise provided by law, a request by a third party for release of any personnel record shall require the written consent of the employee, and shall be submitted to the records custodian who shall respond to the request as the law allows.

Upon receipt of a written request district officials may provide information regarding past and present employees to prospective employers in compliance with current law. Information that may be provided will include:

- employment date(s);
- job description and duties while in the district's employ;
- last salary or wage;
- wage history;
- whether the employee was voluntarily or involuntarily released from service and the reasons for the separation;
- written employee evaluations which were conducted prior to the employee's separation from the employer and to which an employee shall be given a copy upon request.

Immunity Provided

Unless otherwise provided by law, an employer who responds in writing to a written request concerning a current or former employee from a prospective employer of that employee shall be

absolutely immune from civil liability for disclosure of the information noted earlier in this policy to which an employee may have access.

Prohibition on Aiding and Abetting Sexual Abuse

Pursuant to the federal Every Student Succeeds Act, the board prohibits the board, individual board members, and any individual or entity who is a district employee, contractor, or agent from assisting a district employee, contractor, or agent in obtaining a new job if the board, individual, or entity knows, or has probably cause to believe, that such school employee, contractor or agent engaged in sexual misconduct regarding a minor or student in violation of the law. For the purposes of this policy, it shall not be deemed assisting in obtaining a new job if the aforementioned individuals or entities participate in the routine transmission of administrative and personnel files in accordance with law and this policy.

Approved: January 9, 2017

GAL Salary Deductions

GAL

Salary deductions shall be made if required by law, permitted by board policy or are agreed to in the negotiated agreement.

Approved: June 25, 2014

GAL-R Salary Deductions

GAL-R

The superintendent shall develop forms to supply the necessary 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.

Approved: June 25, 2014

The board encourages appropriate dress for all district employees.

Approved: June 25, 2014

The board shall provide reimbursement for expenses incurred in travel related to the duties of the district's employees when approved in advance by the superintendent. Mode of travel will be based on, but not limited to, the availability of transportation, distance and number of persons traveling together. A first class air fare will be reimbursed only when coach space is not available.

Requests for reimbursement shall have the following attached: receipts for transportation, parking, hotels or motels, meals, and other expenses for which receipts are ordinarily available. For the authorized use of a personal car, including approved travel between buildings, staff members shall be reimbursed at a mileage rate established by the board.

Approved: June 25, 2014

Non-administrative staff use of a district credit card, if authorized by the staff member's immediate supervisor, shall be confined to necessary school business and shall be subject to any guidelines for such use established by the board or district administration. Unless otherwise specified in guidelines established pursuant to this policy, staff members shall retain any receipt(s) for district credit card expenditure(s) and shall provide them to the staff member's immediate supervisor as soon as practicable following the expenditure.

The superintendent may designate administrative and other staff members to whom a district credit card will be issued. The shall annually prescribe limits and restrictions on the use of district credit cards and shall monitor monthly receipts and reimbursement expenses. In no case will credit card expenditures in excess of \$ in one (month/year) be authorized for any non-administrative staff member without prior approval of the superintendent.

All rewards points or cash back payments earned using district credit cards are district property and shall be either applied to future district credit card purchases or remitted to the district treasurer for accounting and deposit.

Accountings of district credit card use shall be provided to the board for review on a monthly basis, and a record of district credit card usage shall be maintained. Expenses for district travel in personal vehicles or extended travel incurred in the performance of official duties shall be reimbursed in accordance with the provisions of GAN.

Approved: August 17, 2015

Each employee is responsible for maintaining proper control and discipline in the school. An employee may use reasonable force necessary to ward off an attack, to protect another person, or to quell a disturbance which threatens physical injury to others.

Approved: June 25, 2014

The unlawful possession, use, 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 in accordance with the 1989 amendments to the Drug Free Schools and communities Act, P.L. 102-226, 103 St. 1928.

(Cf. LDD Federal Government Drug Free Schools)

Approved: June 25, 2014

As a condition of continued employment in the district, all employees shall abide by the terms of this policy. Employees shall not unlawfully manufacture, distribute, dispense, possess or use illicit drugs, controlled substances, or alcoholic beverages on district property or at any school activity. Compliance with the terms of this policy is mandatory. Employees who are found violating the terms of this policy shall be reported to the appropriate law enforcement officers. Additionally, an employee who violates the terms of this policy shall be subject to 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 dismissal from employment

Prior to applying sanctions under this policy, employees will be afforded all 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 which is provided for in district policies or the 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 shall be the responsibility of the employee. Drug and alcohol counseling and rehabilitation programs are available for employees of the district. A list of available programs along with names and addresses of contact persons for the program 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.

A copy of this policy and a list of available drug and alcohol counseling programs shall be provided to all employees.

Approved: June 25, 2014

The use, possession, or promotion of any tobacco products by staff members is prohibited at all times in any district facility; in school vehicles; at school-sponsored activities, programs, events; and on school owned or operated property.

The following definitions apply to this policy.

“Tobacco product” means any product that is made from or derived from tobacco, or that contains nicotine, that is intended for human consumption or is likely to be consumed, whether smoked, heated, chewed, absorbed, dissolved, inhaled, or ingested by any other means, including, but not limited to electronic nicotine delivery system (hereafter “ENDS”), pipe tobacco, chewing tobacco, snuff, or snus.

“Tobacco product” also means any component or accessory used in the consumption of a tobacco product, such as filters, rolling papers, pipes, charging devices, cartridges, and any substance used in ENDS, whether or not they contain nicotine. This definition does not include DA-approved nicotine replacement therapies including transdermal nicotine patches, nicotine gum, and nicotine lozenges prescribed to the employee by a medical practitioner or obtained over the counter and used in accordance with label requirements.

“Electronic nicotine delivery system” or “(ENDS)” means any device that delivers a vaporized solution (including nicotine, THC, or any other substance) by means of cartridges or other chemical delivery systems. Such definitions shall include, but may not be limited to, any electronic cigarette, vape pen, hookah pen, cigar, cigarillo, pipe, or personal vaporizer. ENDS are not FDA-approved nicotine replacement therapy devices.

“Promotion” includes,, but is not limited to, product advertising via branded gear, bags, clothing, any personal articles, signs, structures, vehicles, flyers, or any other materials.

Approved: October 12, 2020

This policy shall apply to all employees who are performing safety sensitive jobs for the district which require a commercial driver's license (CDL) as defined by the Omnibus Transportation Act of 1991. A board-approved plan stating compliance requirements is on file with the clerk. Copies of the plan shall be given to each appropriate employee in a safety sensitive position as defined by board policy.

Approved: June 25, 2014

The district will participate in workers compensation as required by current statute. The combined workers' compensation benefits and salary received under allowed paid leave, shall not exceed one full day's pay.

All employees of the district shall be covered by workers compensation. Workers compensation coverage is provided for all employees regardless of assignment, length of assignment, and/or hours worked per day. Benefits are for personal injury from accident or industrial diseases arising out of and in the course of employment in the district.

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 20 days of repetitive trauma in order to be eligible for benefits.

The workers compensation plan will provide coverage for medical expenses and wages to the extent required by statute to those employees who qualify; however, the amount of workers compensation benefits and paid leave benefits shall not exceed a regular daily rate of pay. An employee using paid leave in combination with workers compensation will be charged for one full or partial day of paid leave, as provided for in the applicable leave policy or the negotiated agreement, for each day of absence until the employee's paid leave is exhausted.

Any employee who is off work and receiving workers compensation benefits shall be required to provide the clerk of the board 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 paid leave shall terminate, and those benefits

under workers compensation shall be restricted as provided by current statute.

Whenever an employee is absent from work and is receiving workers compensation benefits due to a work-related injury or is receiving district paid disability insurance, the employee may use available paid leave to supplement the workers compensation or district paid disability insurance payments. Workers compensation benefits and FMLA benefits provided in a board approved plan shall run concurrently if both are applicable.

In no event shall the employee be entitled to a combination of workers compensation benefits, district paid disability insurance, and salary in excess of his/her full salary. Available paid sick leave may be used for this purpose until 1) available paid leave benefits are exhausted; 2) the employee returns to work; 3) the employee is released by the medical provider and a position is offered by the employer but the employee declines to return to work; or 4) employment is terminated. Paid leave shall be deducted on a prorata amount equal to the percentage of salary paid by the district.

Testing

The board, through its designated workers compensation coordinator, may require a post-injury chemical test as authorized by K.S.A.44-501 et seq., and, if such test is refused, all workers compensation benefits shall be forfeited by the employee.

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 chooses to go to a medical provider other than the designated provider, the recovery for such expenses shall be limited to \$500.00

Approved: August 17, 2015

GAQ Retirement (See GBN Separation)

GAQ

Employees are requested to notify the board of an intent to retire.

Approved: June 25, 2014

Whenever an employee has been diagnosed by a physician as having a communicable disease, the employee shall report the diagnosis and nature of the disease to the superintendent so that a proper reporting may be made to the county or joint board of health as required by statute.

An employee afflicted with a communicable disease dangerous to the public health shall be required to withdraw from active employment for the duration of the illness in order to give maximum health protection to other district employees and to students.

The employee shall be allowed to return to duty upon termination of the illness, when authorized by the employee's physician or by the health assessment team.

The board reserves the right to require a written statement from the employee's physician indicating that the employee is free from all symptoms of a severe communicable disease.

Approved: June 25, 2014

In the event that a district employee has been diagnosed as having a communicable disease and the superintendent has been notified by the employee, as provided in policy, the superintendent shall determine whether a release shall be obtained from the employee's physician before the employee returns to his duties.

Decisions regarding the type of employment setting for an employee with a communicable disease shall be based upon the physical condition of the employee and the expected type of interaction with other employees and students.

These decision are best made using the team approach including the employee's physician, public health personnel, superintendent, and personnel associated with the proposed employment setting.

In each case involving an employee with AIDS, the board shall reserve the right to make a final decision regarding the employment status of the employee after taking into account the recommendations of the health assessment team, the risks and benefits to both the employee and to others in the proposed work setting.

No information regarding employees with communicable diseases shall be released by district personnel without the employee's consent except to comply with state or federal statutes.

Guidelines for Dealing with Employees Infected with HIV in the District Schools

- A. The district establishes the following guidelines for dealing with the problems presented by school employees who have or could transmit HIV to other school employees or students. The guidelines will be reviewed periodically and revised as necessary to reflect new medical information regarding HIV.
- B. Based upon the present knowledge that HIV is primarily transmitted by blood or sexual contact, and that casual person-to-person contact as would occur among school employees appears to pose no risk, individuals known to be infected with HIV virus should not be restricted from the work setting unless otherwise medically indicated. Those individuals include the following: school personnel with positive antibodies to the HIV virus; school personnel who have illness due to the virus but do not meet the HIV Case definition; and school personnel with HIV.

Case Review

The determination of the appropriate educational setting for HIV infected individuals should be done on a case-by-case basis by a review board and should be weighed against the risk and benefits to both the infected individual and to others who will share the same setting. The school nurse or county health nurse will serve as chairperson of the review board and is the contact source for all referred cases.

The review board may consist of, but not necessarily be limited to, the employee's physician, school officials including the superintendent of schools, building principal, office secretary to keep a written record of the proceedings, the employee and/or a representative of the employee and the county health officer. The school attorney may assist the review board as an observer and advise the board on legal questions.

The review board may need to develop additional procedures to periodically assess the employee's condition to assist in determining the employee's status to work. Establishment of a plan for periodic review of the employee's status shall be established by the review board at the initial meeting.

Before HIV infected individuals may work in the district, they shall be required to participate in a conference with appropriate school personnel for the purpose of determining reasonable expectations regarding the individual's responsibilities in the work setting. Written recommendations are to be developed from the conference.

To the extent possible, knowledge of the employee's condition shall be retained within the review board members. In some situations it may be necessary that other personnel also be advised. This will be determined by the superintendent.

When new medical information becomes available with regard to HIV, these recommendations may be updated or changed as needed.

Approved: June 25, 2014

The board shall adopt an exposure control plan which conforms with current Occupational Safety and Health Administration (OSHA) standards and regulations of the Kansas Department of Human Resources (KDHR).

The plan shall be accessible to all employees and shall be reviewed and updated at least annually. All staff shall receive the training and equipment necessary to implement the plan.

Approved: June 25, 2014

Eligible 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.

Approved: June 25, 2014

Employees are entitled to military leave under the Uniformed Services Employment and Reemployment Rights Act of 1994. The Act applies to military service that began on or after December 12, 1994 or military service that began before December 12, 1994 if the employee was a reservist or National Guard member who provided notice to the employer before leaving work.

Reemployment rights extend to persons who have been absent from work because of “service in the uniformed services.” The uniformed services consist of the following military branches:

- Army, Navy, Marine Corps, Air Force or Coast Guard.
- Army Reserve, Navy Reserve, Marine Corps Reserve, Air Force Reserve or Coast Guard Reserve.
- Army National Guard or Air National Guard.
- Commissioned corps of the Public Health Service.
- Any other category of persons designated by the President in time of war or emergency.

“Service” in the uniformed services means duty on a voluntary or involuntary basis in a uniformed service, including:

- Active duty.
- Active duty for training.
- Initial active duty for training.
- Inactive duty training.
- Full-time National Guard duty.
- Absence from work for an examination to determine a person’s fitness for any of the above types of duty.

The employee may be absent for up to five (5) years for military duty and retain reemployment rights. There are, however, exceptions which can exceed the five (5) year limit. Reemployment protection does not depend on the timing, frequency, duration or nature of an individual’s service. The

law enhances protections for disabled veterans including a requirement to provide reasonable accommodations and up to two (2) years to return to work if convalescing from injuries received during service or training.

The returning employee is entitled to be reemployed in the job that they would have attained had they not been absent for military service, with the same seniority, status and pay, as well as other rights and benefits determined by LAW. If necessary, the employer must provide training or retraining that enables the employee to refresh or upgrade their skills so they can qualify for reemployment. While the individual is performing military service, he or she is deemed to be on a furlough or leave of absence and is entitled to the non-seniority rights accorded other individuals on non-military leaves of absence. Individuals performing military duty of more than 30 days may elect to continue employer sponsored health care for up to 18 months at a cost of up to 102 percent of the full premium. For military service of less than 31 days, health care coverage is provided as if the individual had never left. All pensions which are a reward for length of service are protected.

Individuals must provide advance written or verbal notice to their employers for all military duty. Notice may be provided by the employee or by the branch of the military in which the individual will be serving.

Notice is not required if military necessity prevents the giving of notice; or if the giving of notice is otherwise impossible or unreasonable.

Accrued vacation or annual leave may be used (but is not required) while performing military duty. The individual's timeframe for returning to work is based upon the time spent on military duty.

| TIME SPENT ON MILITARY DUTY | RETURN TO WORK OR APPLICATION FOR REEMPLOYMENT |
|--------------------------------------|---|
| Less than 31 days: | Must return at the beginning of the next regularly scheduled work period on the first full day after release from service, taking into account safe travel home plus an eight (8) hour rest period. |
| More than 30 but less than 181 days: | Must submit an application for reemployment within 14 days of release from service. |
| More than 180 days: | Must submit an application for reemployment within 90 days of release from service. |

The individual's separation from service must be under honorable conditions in order for the person to be entitled to reemployment rights. Documentation showing eligibility for reemployment can be required. The employer has the right to request that an individual who is absent for a period of service of 31 days or more provide documentation showing:

- the application for reemployment is timely;
- the five-year service limitation has not been exceeded; and
- separation from service was under honorable conditions.

If documentation is not readily available or does not exist, the individual must be reemployed. However, if after reemploying the individual, documentation becomes available that shows one or more reemployment requirements were not met, the employer may terminate the individual, effective immediately. The termination does not operate retroactively.

Questions should be directed to Veterans' Employment and Training Service, U.S. Department of Labor.

Kansas law also requires reemployment if an individual is called to active duty by the state.

Approved: June 25, 2014

The board shall compensate all teachers within the financial limitations and abilities of the district.

No public funds will be spent by the board in the form of wages or salary for any school employee to sponsor any religious activity. No public funds will be spent by the board to pay any expenses of any student or school employee to attend any religious activity or conference.

Approved: June 25, 2014

A job description for each classification of certified employee will be developed by the superintendent. A copy of each job description will be filed with the clerk and may be published in the appropriate handbook.

Approved: June 25, 2014

Subject to board approval, the superintendent is directed to recruit qualified personnel to staff the schools. The superintendent may request building principals or other staff members to assist in this effort.

Approved: June 25, 2014

The board shall approve the employment of all employees. While this legal responsibility cannot be waived, the board delegates to the superintendent the authority to recruit staff members. In carrying out this responsibility, the superintendent may involve administrators and teachers.

Approved: June 25, 2014

All employment contracts recommended by the superintendent are subject to ratification by the board.

The employment of any staff member is not official until the contract is signed by the candidate and approved by the board.

The hiring sequence shall be as follows:

- The verbal offer of employment to the candidate
- Verbal acceptance by the candidate
- Contract sent to the candidate and candidate's acceptance signified by a signed contract returned to the superintendent
- Approval of the contract by the board.

Approved: June 25, 2014

The board retains the right to assign, reassign, and transfer all personnel.

Approved: June 25, 2014

The district will participate in workers' compensation as required by current statute.

Approved: June 25, 2014

All employees of the board shall be covered by workers' compensation insurance or a workers' compensation pool paid for and provided by the board. Workers' compensation insurance coverage is provided for all employees regardless of assignment, length of assignment, and/or hours worked per day. Benefits are for personal injury arising from accident or industrial diseases suffered or contracted as a result of employment in the district.

The workers' compensation plan will provide coverage for medical expenses and wages to the extent required by statute to those workers that qualify. However, should any worker qualify for sick leave coverage as supplied by the district, the amount of workers' compensation will be deducted from the daily wage of the employee before sick leave pay is paid. The employee will be charged for one full or part of a day of sick leave, as provided in the sick leave policy or the negotiated agreement, for each day absent until the employee's sick leave is exhausted.

Any employee who is off work and drawing workers' compensation shall be required to provide the clerk of the board with a written doctor's release before the employee shall be 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 be ended and those benefits under workers' compensation shall be restricted as provided by current statute.

Approved: June 25, 2014

The authority to recommend to the board that certified staff members be placed on probation is delegated to the superintendent. The board, after hearing the superintendent's recommendation for probation and after evaluating the evidence gathered by the administrative staff, may place a certified staff on probation. The term of probation will be established by the board, but in no event shall said probation extend beyond one calendar year.

Approved: June 25, 2014

All conditions of probation shall be in writing. One copy shall be given to the employee, and one copy shall be placed in the employee's personnel file.

Failure by an employee to remedy the causes of probation may result in non-renewal or termination of the employment contract.

Approved: June 25, 2014

The responsibility for the immediate supervision of faculty members rests with each building principal. The superintendent also has a right to supervise faculty members.

Approved: June 25, 2014

The board shall adopt an approved evaluation instrument. The instrument shall govern evaluation of teachers, shall be filed with the clerk and may be published in teacher handbooks.

Completed evaluation documents shall be available to the employee, the superintendent, and other administrators under whose supervision the teacher works, and others authorized by law.

Evaluation criteria shall be established by the board.

Approved: June 25, 2014

GBK Suspension

GBK

The superintendent shall have the authority to suspend certified employees with pay until the suspension is resolved by board action at the next regular or special meeting of the board.

Approved: June 25, 2014

GBK-R Suspension

GBK-R

The superintendent may suspend certified employees with pay for any one or more of the following reasons: alleged violation of board policy, rule or regulation; the filing of a formal complaint against the employee with any civil authority or with the board charging the employee with the alleged commission of an offense involving moral turpitude; and other good cause.

If a suspension is imposed on an employee pending dismissal, the employee is entitled to pay until the employee has had a due process hearing before the board. The hearing shall determine whether further suspension shall be with or without pay and whether the employee will be terminated.

Approved: June 25, 2014

The board shall not renew any teacher's contract in any case where the board is of the opinion that such renewal would not be in the best interests of the district.

Approved: June 25, 2014

All administrative recommendations for dismissal and non-renewal of certified personnel given to the board shall be accompanied by a detailed documentation justifying any such recommendation.

Reasons for non-renewal shall not be stated either in writing or verbally in any notice of non-renewal given to a non-tenured teacher. No hearing shall be afforded a non-tenured teacher except as provided by law.

Approved: June 25, 2014

The board shall consider any certified employee's resignation which is submitted to the board in writing. The board may accept resignations from employees under contract when the resignation will be in the best interests of the district. Also see the negotiated agreement

A certified employee who has signed a contract and accepted a teaching position in the district for the coming year or who has not resigned by the continuing contract notice deadline shall not be released from that contract to accept another position until a suitable replacement has been employed.

If the certified employee terminates employment in the district without complying with board policy, the board may petition the State Board of Education to have the teacher's certificate or license suspended.

Exit Interviews

Exit interviews may be conducted after an employee resigns.

Approved: June 25, 2014

A certified employee who has signed a contract and accepted a teaching position in the district for the coming year or has not resigned by the continuing contract notice deadline date shall not be released from that contract to accept another position until a competent replacement has been contracted.

In the event any teacher resigns or fails to honor the terms of the employment contract, the teacher shall pay to the district liquidated damages as follows:

- If a teacher resigns on or after June 1 and before August 1, liquidated damages shall be in the amount of 4% of the base salary.
- If a teacher resigns or fails to complete the contract on or after August 1 and before the end of the contract term, the liquidated damages shall be 5% of the base salary plus \$100 per month for each month of the work period remaining on contract whether a full month or part of a month prorated from August 1 through May 31.
- After August 1 a teacher's resignation shall not be accepted until the school district has found a suitable replacement for the teaching position.
- Health or medical reasons that are certified by a physician shall exempt the teacher from paying the liquidated damages.
- The amount of liquidated damages shall be paid by the teacher to the district prior to the Board's acceptance of the resignation of the teacher and releasing the teacher from the contract.
- In the event the district owes the teacher additional salary amounts after the teacher resigns or fails to honor the contract, the Board may deduct the amount of liquidated damages from the amount owed to the teacher by the district.
- In the event the teacher terminates employment in the district without compliance with Board policy, the Board may request the Professional Practices Commission to consider the suspension of the teacher's certificate for one year.

Approved: June 25, 2014

If the board decides that the size of the teaching staff must be reduced, guidelines in the following rule shall be followed. Insofar as possible reduction of staff shall be accomplished by attrition due to resignations and retirement.

Approved: June 25, 2014

The following steps will be utilized by the district's administrative staff to reduce the teaching staff:

To determine the number of teaching positions to be reduced, the administrative staff will determine the educational program for the district in accordance with the educational goals established by the board. The number of teachers needed to implement the district's educational program will then be determined by the administrative staff based on those educational goals in determining which teachers will be non-renewed due to reduction in force.

The educational goals and needs of the district, individual certifications, qualifications, training, skills, interests, and evaluations shall be considered.

In the event two or more teachers have similar certifications, qualifications and skills in a teaching area, those teachers who have tenure will be retained over those who are non-tenured. In the event all of the teachers have similar certifications, qualifications and skills and all are tenured, the teacher or teachers who best meet the needs of the district, considering the factors outlined above and any other relevant factors, will be retained.

Any certified employee who has not been re-employed as a result of reduction of the teaching staff shall be considered for reemployment if a vacancy exists for which the teacher would

qualify. Certified employees who may be eligible for reemployment are required to notify the district of their current address. The superintendent will recommend to the board reinstatement of any teacher that he/she deems qualified and able to serve the best interests of the district. The board shall not be required to consider reinstatement of any teacher after a period of one year from the date of non-renewal.

Approved: June 25, 2014

For the district to develop the educational environment to the best advantage, certain guidelines are necessary.

To ensure the supervision of students and the instructional program of the district, professional personnel must be at their places of assignment preceding, during, and following classes each school day.

Based upon each teacher's time schedule and needs of the district, certain related non-teaching duties may be assigned on a regular or rotational basis by the superintendent.

Approved: June 25, 2014

The duty day for all certified staff members is established in the negotiated agreement. The school day shall start 20 minutes before all classes and/or planning periods begin and continue for 30 minutes after all classes and/or planning periods end.

The number of sections to which a teacher is assigned by the building principal shall be dependent upon availability of staff and number of students. The building principal will make building and playground assignments on a regular basis.

Any teacher who finds it necessary to leave an assigned duty station while supervising students shall first secure approval from the building principal.

Approved: June 25, 2014

There shall be a program of professional development for employees, which meets minimum statutory and State Board of Education requirements. The program shall promote:

- Continuous professional development;
- Improving academic achievement for all students;
- Diversification in academic foundations or subject knowledge; and
- Improved job effectiveness and enhanced skills.

When appropriate, the superintendent shall consult with the staff about professional development activities.

All appropriate employees shall attend professional development sessions unless excused by the superintendent. Professional development programs may use all or a portion of the workday.

Approved: June 25, 2014

Staff meetings for certified personnel shall be called by the administration.

Approved: June 25, 2014

The board may establish other educational assignments that may extend beyond the school day or time class is in session. Compensation for such assignments, if any, will be as specified in the negotiated agreement.

Approved: August 8, 2016

Teachers shall be available for student and/or parent conferences at mutually convenient times. The principal may schedule individual or building-wide parent-teacher conferences as necessary.

Approved: March 21, 2016

The board reserves the right of exclusive access to the professional services of certified employees in accordance with the terms of the contract.

Certified employees shall not be permitted to engage in outside employment that impairs the effectiveness of their instructional services.

Approved: June 25, 2014

GBRGA Consulting

GBRGA

Certified employees may be excused from regular duty by the board to perform technical or instructional services as consultants to other districts, government agencies or private industry.

Approved: June 25, 2014

GBRGA-R Consulting

GBRGA-R

Requests for approval to serve as a consultant shall be submitted in writing to the superintendent who shall forward the request together with a recommendation to the board for consideration.

Approved: June 25, 2014

Teachers shall not receive pay for tutoring unless approved in advance by the board.

Approved: June 25, 2014

Parents who feel that their children need tutoring may discuss the situation with the building principal, counselor, or the teacher. Tutoring assignments may be accepted by the teacher involved when recommended by the principal and superintendent and approved by the board prior to the beginning of any such instruction.

Approved: June 25, 2014

Certified personnel may be granted leaves and absences.

The superintendent shall have the authority to grant leaves of not to exceed five consecutive school days for any employee during any school year for the purpose of attending educational conferences or school visitations.

Approved: June 25, 2014

Employees desiring to attend conferences and make visitations shall file an application in writing with the superintendent at least 30 days prior to the first date of the leave being requested. The application shall be on a form prescribed by the superintendent. Said request shall explain in detail the length of the leave, the purpose, and the opinion of the person requesting said leave as to how it will benefit the district.

Approved: June 25, 2014

Certified personnel may be granted personal leaves and absences.

The superintendent may grant emergency and legal leaves without pay. At the discretion of the board emergency and legal leaves with pay may be granted.

Certified employees may be provided with leaves of absence with pay for illness.

Bereavement leave may be granted with pay for death within the immediate family.

Leaves of absence without pay may be granted for participating in religious activities.

Approved: June 25, 2014

Each teacher shall be granted three days of personal leave during the school year. Personal leave days shall be at full pay and shall be in addition to sick leave. Any teacher desiring personal leave must notify his/her principal at least three school days prior to said leave. The reason for said leave need not be given to the principal, but the principal shall have the authority to disapprove the date of such leave. At the end of the school year, each teacher will be paid substitute teachers pay for each day of personal leave that is not used.

To the extent possible, employees should give advance notice in requesting emergency leaves. Whenever an employee takes an emergency leave without prior consent, the employee shall notify the principal or immediate supervisor at the earliest possible time. When the employee is unable to give such notice, arrangements should be made for some other person to notify the employee's principal or immediate supervisor.

If the employee desires not to have a salary deduction made for the emergency leave, an application shall be made to the board by filing a request with the superintendent within ten days

following the return from the emergency leave. The request shall explain in full the nature of the leave and the reasons why the employee is of the opinion no salary deduction should be made.

Legal leave shall mean time away from the job for the purpose of prosecuting or defending a legal action or for testifying in either a court of law or before an administrative body. If the teacher is a plaintiff in an action against the district, this rule shall not apply. Time away from the job for any action shall be taken as provided in policy and covered by other leave provisions as allowed by the district.

An employee called to jury duty may be paid regular school wages if the employee endorses all jury duty pay, except reimbursement for mileage and subsistence, over to the district.

Each teacher shall receive twelve days of sick leave each school year with full pay to be credited at the beginning of each school year. Unused sick leave days shall accumulate to a total of ninety days. Sick leave is defined as any illness of or injury to the teacher, and illness, injury or death in the teacher's own family (father, mother, brother, sister, wife, husband, grandparents, children, grandchildren, father-in-law, mother-in-law, grandparents of spouse). Sick leave may also be used to attend the funerals of close friends provided such leave has received the prior approval of the teacher's principal or immediate supervisor. In the event a teacher's contract is terminated prior to the conclusion of the school year and all leave has been exhausted, there shall be a deduction from the teacher's final check of 1/188th of his/her teaching salary for each 20 working days remaining on the contract.

A teacher after employment with the district for a period of four years will receive \$20.00 per day for each day of accumulated sick leave upon retirement, resignation, or death. A teacher who resigns under pressure or to avoid a termination or non-renewal process shall not be eligible to receive payment for unused sick leave. No teacher shall be eligible to receive payment for unused

sick leave more than once. Separation pay for sick leave purposes for teachers employed at the time on a less than full-time basis shall be allowed on a proportional scale according to the same proportion of teaching time specified in their contract.

Teachers who do not use any sick leave during the yearly contract shall be paid \$150.00 with their June payroll check. The \$150.00 will be reduced by \$50.00 for each sick leave day used. Those teachers who are employed on a less than full time basis shall receive this pay in proportion to their contracted day.

Requests for religious leave without pay must be made to the superintendent at least five school days prior to the first day of the requested leave. The superintendent may grant the leave, but the leave shall not exceed two school days per employee per school year. The request for religious leave shall be in writing and shall fully explain the time, date, and reasons of the leave.

Approved: June 25, 2014

The board may grant leave of absence for disability with or without pay. Disability is a temporary suspension of duties subject to the board's policies/rules generally. (GBRI & GBRI-R Personal Leaves and Absences)

Approved: June 25, 2014

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

Any teacher who reasonably anticipates becoming disabled because of any of the reasons set forth above shall give written notice to the superintendent of the condition expected to result in disability as soon as the condition is known to the teacher. In addition, such notice shall contain a statement from the teacher specifying the date on which the teacher wishes to commence disability leave and the expected date on which the teacher wishes to resume duty following recovery from said disability. In addition to this request a written statement from the teacher's physician concerning the teacher's present general health and physical capacity to work should be given to the superintendent.

When a teacher desires to continue in the performance of duty during the period of time from the date of giving notice to the superintendent, as set forth above, to the date of disability, the teacher shall be permitted to do so only when the teacher's physician statement indicates that said teacher is physically capable of continuing to perform assigned duties. Such statement shall establish the time period, in the opinion of said physician, during which the teacher is expected to be capable of performing said duties.

After consultation with the teacher and the principal, the superintendent shall determine whether or not the teacher is capable of performing assigned duties up to the date requested by the teacher.

In no event shall the board be obligated to permit a teacher anticipating a state of disability to continue in the performance of duty where the performance of said teacher has substantially declined from that performance shown by the teacher prior to consultation with the superintendent provided in the paragraph immediately preceding.

The statement of the teacher's physician concerning the teacher's general health and physical capacity to work shall be submitted for board consideration together with the recommendation of the superintendent concerning the teacher's continued performance of assigned duties. The board will consider both the superintendent's recommendation and the physician's statement when acting to allow said teacher's continued performance of assigned duties after notification of the anticipated disability. The board reserves the right to have the teacher examined by a physician of the board's choice at district expense.

Failure or refusal of the teacher to furnish a physician's report or to be examined by the board's physician shall preclude the teacher from receiving any sick leave benefits for any disability and effect a waiver of said eligibility to resume assigned duties.

If the teacher does not agree to the findings of the superintendent, the teacher may request a hearing before the board to state reasons for continuance of assigned duties. The hearing must be requested by the teacher in writing within a reasonable period of time prior to the regular board meeting when said teacher's future employment status will be determined. Said request will be delivered to the superintendent or the clerk of the board.

The board will make its decision within a reasonable period of time after hearing all of the evidence presented by the teacher, the superintendent and the teacher's physician. Said decision will be based on the evidence presented at the hearing.

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

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

The teacher who submits a written physician's report that the teacher is physically fit for full-time employment may be declared eligible for resumption of duties.

If the superintendent or the teacher's immediate supervisor has a good faith doubt that the teacher is capable of resuming regular classroom duties, the superintendent shall conduct an inquiry to determine whether the teacher is capable of resuming regular classroom duties. The findings and conclusions of the superintendent's inquiry will be given to the teacher in writing at the conclusion of the investigation. If the findings and conclusions are contrary to the opinion of the teacher and teacher's physician, the teacher may request a hearing before the board to resolve the matter. The request for said hearing should be given to the clerk of the board in writing within a reasonable period

of time after receipt of the superintendent's report. The board will hold the hearing at its next regularly scheduled board meeting.

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

Where disability leaves have been approved, the beginning or ending dates thereof may be further extended or reduced for medical reasons upon application by the teacher to the board. The board may grant such extensions or reductions for additional reasonable periods of time. However, the board may alter the requested dates upon a finding that such extension or reduction would substantially interfere with administration of the school and/or with the education of the students and provided further that such change by the board is supported by reasonable evidence.

The provision of this regulation shall not be deemed to impose on the board any obligations to grant or extend a leave of absence to any non-tenured teacher beyond the end of the contract school year in which the leave is obtained.

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

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

A leave of absence due to a disability may be chargeable to the sick leave of the teacher.

(See GBRI & GBRI-R Personal Leaves and Absences)

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

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

Approved: June 25, 2014

The board encourages the administrative staff to secure qualified substitute teachers for use in the district.

Each year the superintendent or a representative of the superintendent shall meet with potential substitute(s) prior to the substitute's initial day employed by the district. Candidates will receive a substitute's handbook, application forms, and necessary tax forms along with any other records which may be required to be completed. The substitute will be required to have on file in the board office a copy of either a valid Kansas teaching certificate, a valid Kansas substitute teaching certificate, or a valid emergency teaching certificate.

The superintendent shall compile a list of approved substitute teachers, and each building principal shall have a copy of the list prior to the beginning of each school year. Building principal's shall be responsible for contacting the substitute teachers for use in the building as needed during the school year from the master list noted above.

Approved: June 25, 2014

The substitute will be required to have on file in the board office a copy of either a valid Kansas teaching certificate, a valid Kansas substitute teaching certificate, or a valid emergency teaching certificate. The superintendent or his representative shall be responsible for developing a substitute's handbook to be given to the prospective substitutes. The handbook shall include information on the following:

1. When and how candidates should apply to be substitutes
2. The rates of pay
3. The time of the morning or day that substitutes can expect to be called for duty
4. Instructions on where to report for duty in all attendance centers of the districts

5. Maps of each attendance center
6. Specific directions to locate the attendance center within the respective communities
7. A current copy of the school calendar
8. A copy of the board's educational philosophy (IA)
9. Hints on working with students
10. A statement of expectations that the district has for those substitutes (similar to those expected of regular teaching staff)
11. A list of things the substitute must do before leaving for the day
12. A sample report form for reporting incidents that may take place during the day.

Substitutes are encouraged to prepare, in advance, emergency lesson plans for the subjects in which they are most likely to substitute in case the situation arises that lesson plans are not available as required in accordance with board policy (IKI). Such preparations should also include a set of prepared questions probing the meaning of the material presented to insure that student learning takes place.

At the end of each pay period, each principal shall file a detailed report with the superintendent regarding the substitutes used by such principal in the building during such pay period.

The board shall establish the rate of pay for substitute teachers each August. That rate of pay will apply to all substitutes who teach on sporadic days for the same teacher or on consecutive days for different teachers. Substitutes who teach for the same teacher on consecutive days are to be paid the basic rate for the first 5 consecutive days. An increase of \$10.00 will be added to the basic rate for the sixth through the 15th consecutive day for the same teacher, and, beginning with the 16th consecutive date for the same teacher, the substitute will be paid 1/188 of the base pay for a

beginning teacher with no experience. Any substitute who is to be employed beyond five consecutive days for the same teacher must hold a valid Kansas Teaching certificate.

Each principal shall file a report with the superintendent listing the substitutes used in the building during each pay period.

Each spring the superintendent shall meet with the principals and review the performance of the substitutes used throughout the school year.

Approved: June 25, 2014

Each teacher bears primary responsibility for maintaining proper control and discipline in the classroom. A teacher may use such reasonable force as is necessary to ward off an attack, to protect another person, to quell a disturbance threatening physical injury to others or to obtain possession of weapons or other dangerous objects in the possession or in the control of a student. Such action shall be in accordance with policy JCAB Searches of Lockers and Students. All disciplinary actions and methods invoked by teachers shall be reasonable and just and in accordance with established board policy. The board and administration recognize responsibility in supporting teachers in the maintenance of appropriate control and discipline in the classroom. Each teacher is responsible for reporting to the building principal the name of any student who is in apparent need of attention by specialized personnel. Principals shall be expected to advise teachers of the disposition of such reports.

Approved: June 25, 2014

Whenever a teacher is absent from school because of personal injury resulting from an assault by a student or school patron at a school-related incident off school premises, on school property, or at a school-sponsored event, the teacher will be paid full salary less the amount of any workmen's compensation or district disability insurance received due to such injury until the termination of the employment contract. No part of such covered absence will be chargeable to annual sick leave.

The board, however, shall have the right to have the teacher examined by a physician designated by the board for the purpose of establishing the length of time the teacher may be absent, and the board shall make its decision on the basis of the professional opinion of said physician.

The board, in its discretion and upon proper investigation of all facts of the incident, shall provide full support, including its legal counsel, for any assault upon a teacher acting in the discharge of official school duties on school premises or any assault as a result of a school-related incident arising out of the discharge of official duties off school premises.

Approved: June 25, 2014

An educator in the performance of assigned duties shall:

- meet and continuously maintain applicable certification or licensure requirements as defined by state and/or federal law for position held;
- actively support and pursue the district's educational mission;
- recognize the basic dignity of all individuals;
- maintain professional integrity;
- avoid accepting anything of substantial value offered by another which is known to be or which may appear to influence judgment or the performance of duties;
- accurately represent professional qualifications; and
- be responsible to present any subject matter in a fair and accurate manner.

Approved: January 9, 2017

Non-certified employees shall be paid according to pay rates established by the board.

Under no circumstances may an employee work more than forty hours a week without prior approval of the building administrator and the superintendent.

When non-certified personnel are required to be out of town on district business, time spent on district business and drive time minus a reasonable time for meals will be paid.

Approved: June 25, 2014

A comprehensive job description for each classification of non-certified employees will be developed by the district's administration. Job descriptions will be filed with the clerk and may be published in the appropriate handbook.

Approved: June 25, 2014

The superintendent will recruit non-certified personnel to fill existing or proposed vacancies and recommend that the board hire the best qualified candidate.

Approved: June 25, 2014

The board reserves the right to assign, reassign, or transfer all non-certified employees.

Approved: June 25, 2014

Teacher aides and paraprofessionals shall follow all applicable board policies, rules, and regulations and shall be under the general supervision of the building principal.

Approved: June 25, 2014

The superintendent has the responsibility to supervise all non-certified employees not directly under the supervision of a building principal. A building principal has the responsibility to supervise all non-certified employees who are assigned to the building.

Approved: June 25, 2014

All classified employees shall be evaluated twice during their first year of employment and at least once a year during subsequent years. Evaluation documents will be on file with the clerk of the board.

Approved: June 25, 2014

The principal of the building to which they are assigned will evaluate classified employees. The superintendent will evaluate district-level classified employees.

Classified employees shall be evaluated on their personal qualities, their commitment to duty, and specific work-related skills that are directly related to their job description. A copy of the completed evaluation will be given to each employee after the employee and the evaluator sign the form. A copy will also be placed in the employee's personnel file at the district office.

Approved: June 25, 2014

All employees contracted to coach or sponsor an activity shall be evaluated {at least once a year/on a schedule approved by the board}. Evaluation documents will be on file with the clerk of the board.

Coaches and sponsors shall be evaluated by the supervisor to whom they are assigned. Evaluations shall be based on the employee's personal qualities, their commitment to duty, their work skills, and other appropriate issues related to the activity sponsor/coach job description. A copy of the completed evaluation shall be given to the employee after it is signed by the employee and the evaluator and will be placed in the employee's personnel file.

Approved: June 25, 2014

GCK Suspension

GCK

The superintendent may suspend non-certified employees with pay pending a board determination.

Approved: June 25, 2014

Non-certified employees may resign from their jobs in accordance with the employment agreement and board policies.

Approved: June 25, 2014

GCR Work Schedules

GCR

The board will make reasonable effort to establish and maintain adequate working conditions.

The superintendent shall develop time schedules for all non-certified employees, subject to the approval by the board.

The superintendent shall determine work load assignments for non-certified personnel, i.e., clerical employees, aides, nurses, maintenance and custodial employees, and food service employees.

Approved: June 25, 2014

GCR-R Work Schedules

GCR-R

At the beginning of the employment term, the superintendent shall assign time schedules for non-certified employees. The normal work load for non-certified personnel shall consist of 40 hours per week for full-time employment.

Approved: June 25, 2014

All travel must receive prior approval from the building administrator. District-owned transportation is to be used for authorized travel. If an employee is authorized to use a privately-owned vehicle, the employee will be reimbursed for actual miles traveled at the maximum allowable rate established by the board in August.

Approved: June 25, 2014

Approved travel will be reimbursed at a mileage rate established by the board each August.

The superintendent must approve prior to payment all other expenses such as lodging and subsistence.

Approved: June 25, 2014

District employees are prohibited from engaging in any activity that may be a conflict of interest and/or detract from the effective performance of their duties. No employee will attempt, during the school day or on school property, to sell or endeavor to influence any student or school employee to buy any product, article, instrument, service or other items which would directly or indirectly benefit the school employee. No school employee will enter into a contract for remuneration with the district other than a contract for employment unless the contract is awarded on the basis of competitive bidding.

Approved: June 25, 2014

Non-certified employees may be granted leaves and absences. If the employee is to be absent for any reason other than illness, the principal shall be notified and permission obtained well in advance of the event.

Non-certified employees may be granted paid leaves for illness subject to the limitations herein.

A classified employee may be granted bereavement leave.

Paid holiday leave may be granted to non-certified employees dependent upon the terms of their contract.

Each classified employee may be granted personal leave.

Each classified employee may be assigned to participate in professional growth activities that require attendance at meetings/seminars/conventions.

Classified employees who have 12-month contracts may receive paid vacation leave.

Approved: June 25, 2014

A classified employee will be paid full salary, based on eight hours a day or prorated if less than eight, for days absent due to personal illness of the employee or a member of his/her immediate family. The term "immediate family" includes husband, wife, sons, daughters, step-children, brothers, sisters, mother, father, father and mother of spouse, step-parents, and grandparents.

Twelve-month contracted classified personnel are allowed twelve days of sick leave per contract year. The sick leave of employees contracted for less than 12 months will be prorated based upon the number of months in which they are employed.

The employee must call the building administrator to report absences due to illness, given an approximate date the employee will be returning to work. This action will facilitate the securing of a substitute.

Effective July 1, 1990, accumulated sick leave for eligible classified personnel will be as stated:

- The maximum accumulated earned sick leave for eligible classified personnel shall be no greater than ninety days.
- A classified employee after employment with the district for a period of four years, will receive \$15.00 per day for each day of accumulated sick leave upon retirement, resignation, or death. No classified employee shall be eligible to receive payment for unused leave more than once.

Inability to work due to pregnancy shall be considered as personal illness and will be dealt with in accordance with sick leave policy. The pregnant employee will normally be able to continue employment until the employee's physician certifies that the employee should temporarily cease employment. The employee will be considered as physically able to return to work when the employee and the physician agree that the employee is able to resume her duties.

A classified employee may be granted bereavement leave to attend the funeral of a member of the immediate family provided agreement or authorization is secured from the building administrator or superintendent. Immediate family includes husband, wife, sons, daughters, step-children, brothers, sisters, mother, father, father and mother of spouse, step-parents, and grandparents. Bereavement leave may also be granted when the deceased was residing with the employee at the time of death. Other bereavement leave may be granted at the discretion of the superintendent.

Paid bereavement leave will be considered as being three working days in length. The superintendent may grant exception if requested before the additional leave is taken. Any

bereavement leave beyond three days and not approved by the superintendent will constitute loss of pay for days beyond three days. Sick leave may be used to attend the funerals of close friends, provided such leave has received the prior approval of the employee's building administrator or superintendent.

Classified employees will observe Board of Education-approved national holidays or other Board of Education holidays unless the nature of their work requires their regular attendance or unless an emergency situation requires their attendance.

Total Board of Education-approved national holidays may vary, depending on days of the week on which the holidays fall in a given year. For twelve-month employees the following holidays will be paid: New Years, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas. For ten-and-a-half-month employees the following holidays will be paid: New Years, Memorial Day, Labor Day, Thanksgiving, and Christmas. For nine-month employees the following holidays will be paid: New Years, Labor Day, Thanksgiving, and Christmas.

If January 1 is on the weekend, the holiday will be taken on the preceding Friday. If Independence Day or Christmas is on Saturday, the holiday will be taken in the week preceding the holiday. If either falls on Sunday, the holiday will be taken in the week following the holiday.

Each classified employee who is not a twelve month employee shall receive two paid personal days per year. There is to be no accumulation of these days.

Classified personnel assigned by the administration to attend meetings, seminars, or conventions will receive compensation for the number of hours that the employee would regularly be on the job if not attending the meeting, seminar, or convention. Maximum hours compensated will be eight per day. The employee shall be paid for travel time in excess of an 8-hour day.

Classified employees who are contracted for twelve months will receive vacation days annually. Classified employees leaving employment before twelve months of continuous work will not be eligible for vacation days. After the first six months of probational employment, the employee will be entitled to one day of vacation/personal leave a month accumulating to 12 for a year. Employees leaving employment after one year of employment will receive vacation days on a prorated basis for the year in which they leave plus any vacation days for which they have accumulated from prior years. All vacation days must receive prior approval of the employees' immediate supervisor.

Approved: June 25, 2014

Non-certified employees shall be paid for unused sick leave according to the following provisions:

- A. The non-certified employee is granted sick leave in their employment contract.
- B. Upon contract termination the employee has served the district a minimum of four consecutive years.
- C. The employee shall be paid \$15.00 per unused day of sick leave as of the last day of the last employment contract.

Approved: June 25, 2014