

G PERSONNEL

GA Personnel Policy Organization (Adopted 9/2016)

These policies are arranged in the following manner:

- GA policies apply to all employees.
- GB policies apply to teachers and other licensed staff covered by the negotiated agreement.
- GC policies apply to classified/non-licensed staff.

GAA Goals and Objectives (Amended 4/2014)

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

All employees shall follow all applicable board policies, rules, regulations, and supervisory directives.

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

GAAA Equal Employment Opportunity and Nondiscrimination (Amended 9/2016)

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:

Baldwin City USD 348 Superintendent
715 Chapel Street
Baldwin City, KS 66006
(785)594-2721

or

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

GAAB Complaints of Discrimination (Amended 08/2015)
(See JDDC, JGECA and KN)

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. 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 or access to, or 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 compliance with nondiscrimination requirements contained in Title VI and Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, and The Americans with Disabilities Act of 1990.

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.

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.

GAAC

Sexual Harassment (Amended 08/2015)

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

Sexual harassment is unlawful discrimination on the basis of sex under Title IX of the Education Amendments of 1972, Title VII of the Civil Rights Act of 1964, and the Kansas Acts Against Discrimination. All forms of sexual harassment are prohibited at school, on school property, and at all school-sponsored activities, programs or events. Sexual harassment against individuals associated with the school is prohibited, whether or not the harassment occurs on school grounds.

It shall be a violation of this policy for any student, employee, or third party (visitor, vendor, etc.) to sexually harass any student, employee, or other individual associated with the school. It shall further be a violation for any employee to discourage a student or another employee from filing a complaint, or to fail to investigate or refer for investigation, any complaint lodged under the provisions of this policy. Violation of this policy by any employee shall result in disciplinary action, up to and including termination.

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

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

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

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

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

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

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

Initiation of a complaint of sexual harassment in good faith will not adversely affect the job security or status of an employee, nor will it affect his or her compensation. Any act of retaliation or discrimination against any person who has filed a complaint or testified, assisted, or participated in any investigation, proceeding, or hearing involving a sexual harassment complaint is prohibited. Any person who retaliates is subject to immediate disciplinary action, up to and including termination of employment.

To the extent possible, confidentiality will be maintained throughout the investigation of a complaint. The desire for confidentiality must be balanced with the district's obligation to conduct a thorough investigation, to take appropriate corrective action or to provide due process to the accused.

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

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

Racial and Disability Harassment: Employees (Amended 9/2016)
(See GAF, JGECA and KN)

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

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

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

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

Harassment prohibited by this policy includes racially or disability-motivated conduct which:

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

Racial or disability harassment may result from verbal or physical conduct or written or graphic material.

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

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

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

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

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

Initiation of a complaint of racial or disability harassment in good faith will not adversely affect the job security or status of an employee, nor will it affect his or her compensation. Any act of retaliation or discrimination against any person who has filed a complaint or testified, assisted, or participated in any investigation, proceeding, or hearing involving a racial or disability 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 with

the district's obligation to conduct a thorough investigation, to take appropriate corrective action or to provide due process to the accused.

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

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

GAAD

Child Abuse (Amended 9/2016) **(See JCAC and JGEC)**

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

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

DCF or Law Enforcement Access to Students on School Premises

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

Cooperation Between School and Agencies

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

Reporting Procedure

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

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

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

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

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

GAAE

Bullying by Staff (Amended 2/2016) **(See EBC, GAAB, JDD, JDDC, and KGC)**

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 the training and education of staff members.

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

Emergency Safety Interventions (Amended 9/2016)
(See GAO, JRB, JQ, and KN)

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 safety intervention as defined below. The board of education encourages all employees to utilize other behavioral management tools, including prevention techniques, de-escalation techniques, and positive behavioral intervention strategies.

This policy shall be made available on the district website with links to the policy available on any individual school pages. In addition, this policy shall be included in at least one of the following: each school’s code of conduct, school safety plan, or student handbook. Notice of the online availability of this policy shall be provided to parents during enrollment each year.

Definitions

“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 the enforcement of criminal or traffic law of this state or any Kansas municipality. This 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 police 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 behavioral 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 person 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 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 care 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 techniques, 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 need to restrain a student will be provided more intense training than staff who do not work directly with students in the classroom. District and building administration shall make the determination of the intensity of training required by each position.

Each school building shall maintain 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 for providing copies of such documentation to the superintendent or the superintendent's designee on at least a biannual basis. At least once per school year, each building principal or designee shall review the documentation of

ESI incidents with appropriate staff members to consider the appropriateness of the use of ESI in those instances.

Reporting Data

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

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 team shall 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 such 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 corrective action, if any, 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.

GAAG

Discipline (Adopted 3/2010)

All teachers are responsible for supervision and discipline in their classes and must assist in the correction of all other irregularities that may occur in the school

or at any school activity. Teachers will inform students about proper building procedures and rules of conduct and are equally obligated to correct students or report it to the proper person, whenever they observe misconduct in the building or on the school grounds.

Staff members should discipline with dignity, courtesy, and poise. At all times they should refrain from sarcasm, ridicule, or inappropriate language. Physical force is prohibited, except in emergency situations when safety or protection of students or staff is required. (Please refer to Policy JDA-348 (06-29) Corporal Punishment).

The teacher is encouraged to handle as many discipline problems as possible, making an effort to discipline in a humanitarian way. The teacher is asked to discuss potential problems with the administrator, the counselor, and the parent before serious discipline problems occur. Staff is encouraged to communicate with the parent in cases of continued misconduct, unacceptable class work, and student achievement. Teachers are encouraged to send as many positive reports as negative.

Teachers can expect administrative support and guidance in maintaining and administering classroom discipline. However, it is not the teachers' prerogative to institute the permanent removal of a student from his classroom. This is an administrative decision. (See 05-09 Appropriate Channels of Authority.)

GACC Recruitment and Hiring (Adopted 8/2014)

Recruitment

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

Hiring

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.

Hiring sequence

Conditional offer of employment is extended to the candidate subject to revocation or, if provisional employment has already begun, termination of employment based upon unsatisfactory results of any reference and/or background checks performed;
Acceptance by the candidate is received;
Contract or other appropriate document sent to the candidate and candidate's acceptance signified by a signed document returned to the superintendent; and
approval of the contract or other documents by the board.

GACCA Nepotism (Amended 10/2016)

The Board prohibits nepotism in the hiring of any staff. No staff member will be hired based on their relationship to any Board Member or supervisory personnel.

All staff of the district will be hired based on their qualifications for the position through a thorough hiring process.

The superintendent shall make reasonable efforts to determine whether a candidate is related to a board member or supervisor in the district. If a candidate is related to a board member or supervisor, the superintendent will make this fact known to the board prior to the board's official hiring action.

**GACD Employment Eligibility Verification (Adopted 9/2008)
(Form I-9) (See GAK)**

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

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.

GAE Complaints (Adopted 9/2016)

Any employee may file a complaint with their supervisor concerning a school rule, regulation, policy or decision that affects the employee. The complaint shall be in writing, filed within ten (10) days following the event complained of and shall specify the basis of the complaint. The supervisor shall meet with the employee and provide a written response within ten (10) days. If the employee disagrees with the decision, employee may appeal to the superintendent. The superintendent's decision shall be final. Employees covered by the negotiated agreement shall follow procedures outlined in that document.

**GAF Staff-Student Relations (Amended 9/2016)
(See GAAC, GAACA JGEC, JGECA and KN)**

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.

GAG **Conflict of Interest (Adopted 12/2012)**

District employees are prohibited from engaging in any activity which may conflict with or detract from the effective performance of their duties. No employee will attempt, during the school day, to sell or endeavor to influence any student to buy any product, article, instrument, service or other items which may 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.

GAHB **Political Activities (Adopted 08/2015)**

Holding Public Office

Staff members elected or appointed to a public office which restricts the employee's ability to complete 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.

GAK **Personnel Records (Adopted 01/2017)**
(See CEI, CGI, GACD, GBI, and GCI)

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 probable 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.

Salary Deductions (FLSA) (Adopted 9/2016)
(See GAOF)

The district shall comply with the salary basis requirements of the Fair Labor Standards Act (FLSA). The board prohibits all managers from making any improper deductions from the salaries of exempt employees. Employees shall be made aware of this policy.

If an employee believes that an improper deduction has been made to his or her salary, the employee should immediately report this information to his or her direct supervisor, or to the superintendent.

Reports of improper deductions shall be promptly investigated. If it is determined that an improper deduction has occurred, the employee shall be promptly reimbursed for any improper deduction made.

GAN**Travel Expenses (Amended 9/2016)**
(See BBBF, CG, CEF, GBRC and GCA)

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.

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.

GANA**Expense Reimbursement and Credit Cards (Amended 09/2015)**

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 board 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 \$10,000.00 in one month be authorized for all personnel without the 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.

GAO**Maintaining Proper Control (Adopted 4/2014)**
(See JGFB and GAAF)

Each employee is responsible for maintaining proper control in the school. Unless otherwise specified in board policy, an employee may use reasonable force necessary to ward off an attack, to protect a student or another person, or to quell a disturbance which threatens physical injury to others.

GAOA**Drug and Alcohol Free Workplace**
(See LDD)

Maintaining a drug free work place is important in establishing an appropriate learning environment for the students of the district. Unless otherwise specified in this policy, the unlawful manufacture, distribution, sale, dispensation, possession, or use of a controlled substance is prohibited at school, on or in school district property; and at school sponsored activities, programs, and events. Possession and/or use of a controlled substance by an employee for the purposes of this policy shall only be permitted if such substance was obtained directly, or pursuant to a valid prescription or order issued thereto, from a person licensed by the state to dispense, prescribe, or administer controlled substances and any use is in accordance with label directions.

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

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

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

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

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

GAOB**Drug-Free Schools (Amended 4/2014)**
(See JDDA and LDD)

The possession, use, sale, distribution, or being under the influence of controlled substances and/or alcohol by school employees at school; on, in, or while utilizing

school property; or at school sponsored activities, programs, or events is prohibited.

Employee Conduct

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

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

1. Obtained directly from, or pursuant to a valid prescription or order, issued to such employee from a person licensed by the state to dispense, prescribe, or administer controlled substances; and

2. Used, if at all, in accordance with label directions.

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

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

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

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

clerk.

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

A copy of this policy shall be available on the district website to all employees.

**GAOC Use of Tobacco Products and Nicotine Delivery Devices (Amended 9/2016)
(See JCDA)**

The use of tobacco products in any form and/or of any nicotine delivery device is prohibited for staff members in any school building owned or operated by the district; within 10 feet of entrances, open windows, and air intake vents of such buildings; in other district facilities; and in school vehicles. {Any use of tobacco products or nicotine delivery devices on district property shall be only in areas designated for such purpose.} For the purposes of this policy, “nicotine delivery device” means any device that can be used to deliver nicotine to the person inhaling from the device. Such definition shall include, but may not be limited to, any electronic cigarette, cigar, cigarillo, pipe, or personal vaporizer.

GAOD Drug and Alcohol Testing (Amended 2007)

All District employees performing job functions that require the employee to maintain a commercial driver’s license shall be tested for alcohol and drugs as required by current federal law. Board approved rules and regulations necessary to implement the testing program shall be on file with the Clerk.

Each new employee who is required to undergo alcohol and drug testing shall be given a copy of the appropriate District regulations.

Each new employee shall be informed that compliance with the required elements of the testing program is a condition of employment as a driver in the District. All employees shall be informed of this policy on an annual basis.

A covered employee who is found to have an alcohol concentration of 0.04 or greater, who tests positive for drugs, or who violates any other prohibitions of this policy will not be permitted to perform safety-sensitive functions until he/she has undergone an evaluation by a substance abuse professional and successfully passes a return-to-duty test. A covered employee who has returned to duty after being identified as needing assistance in resolving alcohol and drug problems will

be subject to follow-up testing. A covered employee who is found to have an alcohol concentration of at least 0.02, but less than 0.04, will be prohibited from performing safety-sensitive functions for at least 24 hours. An applicant will not be permitted to perform safety-sensitive functions until he has successfully passed a pre-employment drug test. Based on Board of Education authority independent of the Omnibus Transportation Employee Testing Act, the Board of Education reserves the right to take additional actions against any employee who is found to have an alcohol concentration of 0.04 or greater, who tests positive for drugs, or who violates any other prohibitions of this policy. These actions may include, but are not limited to, suspension without pay and termination from safety-sensitive functions.

Based on Board of Education authority independent of the Omnibus Transportation Employee Testing Act, the District will pay all Consortium testing fees for routine pre-employment, random, post-accident, and reasonable suspicion tests. In addition the school District will allow compensation at the employee's regular per hour wage for those who submit to random, post-accident, and reasonable suspicion tests. If the employee is required to use his/her vehicle to travel to and from the testing site for random, post-accident, and reasonable suspicion tests, mileage reimbursement for the required miles at the District's rate of reimbursement will be allowed. The employee will be responsible for all costs associated with return-to-duty tests, follow-up tests, tests requested by the employee, evaluation by substance abuse professionals, and rehabilitation.

All records and information relating to alcohol and drug testing will be ordered confidential as required by law.

GAOE

Workers Compensation (Amended 08/2015) **(See KFD)**

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 designated workers compensation coordinator with a written doctor's release before the employee is allowed to return to work. In addition, should the employee be released to return to work by a doctor and fail to do so, all benefits under 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 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 calculated on a pro-rata 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.

GAOF

Salary Deductions (Adopted 8/2013)

Salary deductions shall be made if permitted by board policy, the negotiated agreement, or as required or authorized by law. The district shall comply with the

salary basis requirements of the Fair Labor Standards Act (FLSA.)

The superintendent shall develop forms to provide information needed to make approved salary deductions. All requests for salary deductions shall be submitted to the superintendent during enrollment periods established by the board.

GAR

Communicable Diseases (Amended 8/2013)

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

An employee afflicted with a communicable disease dangerous to the public health shall be suspended from duty for the duration of the contagiousness in order to give maximum health protection to other school employees and to students.

The employee shall be allowed to return to duty upon recovery from the illness, or when the employee is no longer contagious as authorized by the employee's physician.

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 the communicable disease.

If a school employee has been diagnosed as having a communicable disease and the superintendent has been notified by the employee, the superintendent or the superintendent's designee shall determine whether a release shall be obtained from the employee's physician before the employee returns to duty.

Decisions regarding the type of employment setting for an employee with a communicable disease shall be made by the superintendent or the superintendent's designee based upon consideration of the physical condition of the employee and the following factors:

- ☐ the nature of the risk;
- ☐ the duration of the risk;
- ☐ the severity of the risk; and
- ☐ the probability that the disease will be transmitted or cause harm to the employee or to others who will share the same setting.

No information regarding employees with communicable diseases shall be released by school personnel without the employee's consent except to comply

with state or federal law.

Additional Certifications of Health

If at any time the board has reason to believe that an employee is suffering from an illness detrimental to the health of pupils, the board reserves the right to require such employee to provide the board with a new certificate of health in order to protect the health, safety, and welfare of the school's students.

GARA Bloodborne Pathogen Exposure Control Plan (Amended 2/2015)

The board shall adopt an exposure control plan. 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.

GARI Family and Medical Leave (Amended 9/2016)

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.

GARID Military Leave (Amended 8/2010)

Employees are entitled to military leave under the Uniformed Services Employment and Reemployment 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 it 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.

GAS**Payment of Salary (Amended 2/2008)**

All employees paid on an hourly wage shall be paid on the fifteenth of each month following the month of service. Time cards are to be submitted to the payroll specialist by the first day of the month. Adjustments to any time changes will be made the following pay period.

GAT**Staff Use of Communication Devices (Amended 2015)
(See IIBG and IBGC)**

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

Definitions

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

“Use/Using” for the purposes of this policy mean answering or talking on the phone; sending or responding to a text, e-mail, or other communication; opening and viewing pictures or digital recordings; opening and listening to music or audio communications; accessing social media websites; playing games on such device; continuously checking a communication device; or any activity with a communication device that interferes with the employee’s job duties or appropriate supervision of students.

General Use

The district prohibits employees from using any communication device that interrupts or disrupts the performance of duties by the employee or otherwise interferes with district operations, as determined by the employee's supervisor. This prohibition applies regardless of whether the communication device used is owned by the employee or provided by the district. Employees are responsible for keeping communication devices secure and, if possible, password protected. Supervision of students and the provision of academic instruction are priorities in the district, and employees who are responsible for supervising and/or providing academic instruction to students must concentrate on these tasks at all times. Employees shall not use communication devices when they are responsible for supervising students or when their doing so interrupts or interferes with classroom instruction unless any of the following conditions occurs:

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

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

Use in Vehicles

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

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

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

Use of District-Provided Communication Devices

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

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

Personal Use of District-Provided Communication Devices

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

Staff Bring Your Own Device Policy

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

GAU

Health Insurance Fringe Benefit (Amended 9/2017)

USD 348 will contribute the base premium Plan 3 (\$576) as adopted by the Greenbush Health Insurance Group for the 2017-2018 school year, per month for full-time, twelve-month employees to be applied to the USD 348 group insurance program. If the employee chooses to enroll in Plan 4 (QHDP/HSA) (\$494), the district shall contribute the difference between the base premium for Plan 3 and the base premium for Plan 4 to the employee's HSA per month. Part-time employees will have the option to receive this benefit on a prorated basis.

GAUA

Employee Retiree Benefits (Amended 9/2016)

Any employee who has worked for the district for 10 or more years and retires from the district under KPERs will have the opportunity to continue health, vision and dental insurance with the district at the retiree's cost at 100% of the premium. The employee may also have their spouse and/or dependents on the plan. The employee must notify the clerk within 30 days following retirement.

A check covering the cost of all insurance benefits should be delivered to the district office by the first of every month. Coverage under the employee group health care benefits plan may cease to be made available upon (1) the retired employee attaining age 65, (2) the retired employee failing to make required premium payments on a timely basis, or (3) the retired employee becoming covered or becoming eligible to be covered under a plan of another employer. These benefits are offered contingent on the rules and regulations of the insurance carriers and state and federal laws. This policy begins in effect with 2014 retirees.

GB **Certified Personnel Section**

SN Excludes District school Superintendent and other school management and supervisory personnel classified under GC policies.

GBA **Compensation Guides and Contracts**

SN Scope of category determined by actual agreements in force. *See Handbook.*

GBBA **Qualifications (Amended 2/2008)**

Job descriptions are kept separate from the general policy manual in a handbook.

GBH **Supervision (Amended 9/2016)**

The superintendent and other administrators designated by the superintendent have the right to supervise certified staff. The responsibility for the immediate supervision of certified staff rests with each building principal.

GBI **Evaluation (Adopted 9/2016)
(See GAK)**

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.

Availability of Evaluation Documents

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

Evaluation Criteria

Evaluation criteria shall be established by the board.

GBK **Suspension – Licensed Personnel (9/2008)**

The Superintendent shall have the authority to suspend licensed employees with pay pending further Board action.

The Superintendent may suspend licensed employees with pay for any reason, including, but not limited to, one or more of the following: alleged violation of Board policy, rule or regulation; refusal or failure to follow a reasonable directive of an administrator; the filing of a complaint against the employee with an civil or criminal authority; the alleged commission of an offense involving moral turpitude; or other good cause.

If a suspension without pay is imposed on an employee, the employee is entitled to pay until the employee has been advised of the basis for suspension and has been given an opportunity to respond.

GBO

Resignation (Adopted 9/2016)

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 and when such resignations are accompanied by full payment for any applicable liquidated damages due to the board for release from contract pursuant to the negotiated agreement.

If the certified employee terminates employment in the district without complying with board policy and the negotiated agreement on the topic of liquidated damages, 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.

GBR

**Work Schedule (Adopted 9/2016)
(See JGFB)**

Licensed personnel must be at their assigned area during each duty day. Any teacher who finds it necessary to leave while supervising students shall first secure approval from the principal. Building and playground assignments shall be made by the principal.

Work Schedules

The minimum length of the school day for licensed and professional staff shall be defined in the negotiated agreement. Work schedules for other employees shall be defined by the superintendent consistent with the Fair Labor Standards Act (FLSA) and the provisions of this policy.

Attendance Required

Regular attendance is required of all employees subject to leave provisions in district policy or the negotiated agreement, as appropriate. Excessive absences or tardiness, unauthorized leave or unexcused absences may result in disciplinary action including termination of employment.

GBRE **Additional Duty (Adopted 9/2016)**

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

GBRF **Student and Parent Conferences (Adopted 2/2016)**

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.

GBRJ **Substitute Teaching (Amended 10/2016)**

Qualified substitute teachers are an integral part of the school District because absenteeism is inevitable. In order to maximize the educational opportunities for the students it is imperative that the school District establish procedures to facilitate the recruitment, employment, training, and retention of an adequate supply of substitute teachers. On an annual basis the established procedures will be reviewed by a committee of teachers and administrators for possible refinement and/or other modifications. All recommendations for change will be provided to the Superintendent of Schools by May 1st.

If a substitute teacher is not available to cover a class, the principal has the authority to make the necessary arrangements to cover such classes with available teachers. Whenever it is possible, teachers should be given the choice of covering a class when a substitute cannot be contracted. If a teacher is required to assist in covering a class during his/her plan period, the teacher will have the choice of receiving monetary compensation, at an established rate, or may choose to retain the ability to utilize compensatory time for himself/herself at a future time.

Substitute teachers will be paid the Board of Education approved daily rate of \$90.00 when substitute teaching in USD 348.

Occasionally a long-term substitute teacher is required in District schools. When a substitute teacher is substituting in the same class for the same teacher for ten (10) consecutive school days on the eleventh (11th) day and each day thereafter the substitute teacher will be paid 1/181st on the base salary for each day substituted.

GBU **Ethics (Amended 01/2017)**
(See IA and IKB)

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.

GC Non Certified Personnel Section

SN Excludes school management and supervisory personnel classified under GC policies.

**GCA Compensation and Work Assignments (Adopted 9/2016)
(See GAN)**

Classified employees shall be paid according to pay rates established by the board. Payment shall be made at the established pay date following the end of each pay period.

Work Assignments

Subject to board approval, the superintendent shall develop time schedules for all classified employees. Work assignments for classified employees shall be made by the superintendent.

Attendance Required

Regular attendance is required of all employees subject to leave provisions in district policy, employee handbooks or other documents approved by the board. Excessive absences or tardiness, unauthorized leave or unexcused absences may result in disciplinary action including termination of employment.

Workweek

For the purposes of Fair Labor Standards Act (FLSA) compliance, the workweek will be 12:00 a.m. Sunday until 11:59 p.m. Saturday.

Classification of Employees

For purposes of compliance with the Fair Labor Standards Act (FLSA), the superintendent shall ensure that all job positions are classified as exempt or nonexempt and that employees are made aware of such classifications.

Overtime

No non-exempt employee shall work more than 40 hours per week without the prior permission of the appropriate supervisor. Principals and supervisors shall monitor employees' work to ensure that the overtime provisions of this policy and the Fair Labor Standards Act are followed. All employees shall be compensated for overtime worked, at a rate of one and a half times their normal rate of pay for any hours worked over 40 in a workweek.

Nonexempt employees whose workweek is less than 40 hours will be paid at the regular rate of pay for time worked up to 40 hours. Overtime pay will be provided only if an employee works more than 40 hours in a workweek.

Compensation for Out-of-Town/Overnight Trips

When classified personnel are required to be out of town on district business, they shall be compensated in the following manner:

Regular or overtime pay as appropriate for time away from Baldwin City MINUS:

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

See Transportation rate for overnight pay.

GCAA

Guidelines for Classified Pay Rates (Amended 8/2016)

New hires will be placed at the starting wage for the position.

Employees that leave the district and return to the same position will be placed at the salary they were making when they left the district. Should the starting wage exceed that rate, the returning employee will be placed at the starting wage.

Classified employees who are KPERS eligible would be eligible to participate on the Group Health Insurance program.

**BALDWIN CITY USD 348
CLASSIFIED SALARY RATES**

All new hires begin at starting wage.

Position	Starting Wage	Additions
Accompanist	\$15.00	\$50 for concerts/competitions
Custodian	\$10.15	Add \$.80 hour for head custodian Add \$.15 hour for night shift
Food Service	\$9.00	Add \$.50 hour for kitchen manager
Maintenance/Groundskeeper	\$11.56	
Mechanic	\$24.00	Cell phone stipend \$40 per month Clothing allowance \$250 per year
Secretary	\$10.57	
Teacher Aide Certified	\$12.17	
Teacher Aide Non-Certified	\$9.35	
Transportation Dispatcher	\$9.41	
Transportation Driver	Activity \$12.00 Bus Route \$16.00 Car Route \$11.00	Bus route drivers will be paid 1 ½ hours for every route, unless approved for more time by superintendent due to daily length of route. Car routes and activity trips will be paid for the duration of the trip. Meal allowances for activity trips will be \$6 per each five hours. Maximum reimbursement for meals when on all day trip will be \$18. \$35 Overnight Pay – Paid room for overnight, with no student supervision. Road tolls, parking and event admission not provided by group or event administration will be reimbursed by District.

GCAB

Classified Early Retirement (Amended 9/2016)

Classified Employees will be eligible for health insurance retirement if they meet the following requirements:

1. Currently employed USD 348.
2. Have completed a minimum of 10 years of service in USD 348 as an employer.
3. The employee must be retiring under KPERS.
4. The employee must be enrolled in the District insurance for one year prior to being eligible for the health insurance retirement.

Each employee shall apply for health insurance retirement benefits by submitting a completed application form to the USD 348 District Office. Application forms shall be submitted 6 months preceding the anticipated retirement date.

Baldwin City USD 348 shall pay the health insurance premium for the retiring classified employee at the rate of \$300.00 a month for a maximum of five consecutive years. The remaining balance of a monthly premium is the responsibility of the classified staff member to be paid to USD 348 the first day of each month. No payment shall be made after the employee reaches 65 years of age. If death should occur to the recipient during this agreement, all benefits shall automatically terminate. The employee taking health insurance retirement shall be required to have health insurance coverage through the school District's health insurance program.

Without further action by the Board of Education this program will end at the completion of 1 fiscal year.

If the Board does not renew the program, any classified employee currently on the plan will complete their guaranteed five-year payment plan.

GCAE

Two-hour Minimum for Working Outside of Regular Hours **(Adopted 2/2017)**

Any hourly employee requested to physically work on-site, outside of their regular work agreement hours, will be paid for a minimum of two (2) hours. Any time worked past two hours will be paid on actual time worked. The two hours applies only to hours worked after the employee has left work at the end of their normal workday or is called in on a non-workday.

The two-hour minimum only applies to emergency situations and does not apply to an employee who is catching up on their normal work.

Any instance that qualifies for a two-hour minimum must be reported to and

approved by the employee's supervisor.

GCI

Evaluation (Amended 1/2014)

Purpose: The purpose of the classified evaluation instrument will be to improve staff productivity, promote accountability, better assist the educational training program, promote understanding of job responsibilities, improve communications between appraised and appraiser, identify areas for needed improvement, and provide a basis for administrative recommendations to the Board for continuation of employment.

Process: "All classified personnel will be evaluated. Evaluations will be done using TalentEd and signed by both the evaluator and the evaluated. Evaluations will be conducted once annually for all classified personnel in the first three years of employment and once every other year thereafter or more frequently if deemed necessary. Evaluations shall be conducted by the Department (i.e. Food Service, Custodial, Transportation) Supervisor with input from the building administrator where services are provided. Evaluations shall be conducted prior to the last day of school ."

The evaluatee shall be afforded the opportunity to attach a written statement to any evaluation kept in the personnel file.

There will be **three** copies prepared for each school level (**two copies of District level employees.**) evaluation held; one copy for the evaluatee, one copy for the building administrator, and one copy for the personnel file of USD 348. Evaluations will be kept on file during the duration of the evaluatee's employment and for two years following termination of employment.

CLASSIFIED PERSONNEL EVALUATION

Name: _____ **Date:** _____

Position: _____ **Building:** _____

PERSONAL QUALITIES	Ineffective	Developing	Effective	Highly Effective	N/A
1. Punctual					
2. Wise use of time					
3. Neat and well groomed					
4. Gets along well with school personnel					
5. Relates well with public					
6. Relates well with students					
7. General attitude					
8. Supportive of administrative decisions					
9. Self-motivated					
WORK RELATED SKILLS	Ineffective	Developing	Effective	Highly Effective	N/A
1. Able to cope with stressful situations					
2. Communicates effectively					
3. Cooperative with others					
4. Quality of work					
5. Quantity of work					
6. Organization of work					
7. Understanding of work					
8. Follows directions					
9. Adaptability					
10. Promptness in completing tasks					
11. Care of equipment					
12. Is able to direct and supervise others					
13. Prepares visual materials, handouts and instructional support materials					
14. Is capable of setting up equipment and operating it					

COMMITMENT TO DUTY	Ineffective	Developing	Effective	Highly Effective	N/A
1. Strives for self-improvement					
2. Dependable					
3. Uses wise judgment					
4. Accepts criticism and suggestions in a positive manner					
5. Keeps information confidential concerning school records and operations as it pertains to pupils and school personnel					

EVALUATOR'S COMMENTS ON STRENGTHS AND WEAKNESSES

Employee's Signature

Date

Evaluator's Signature

Date

GCK Suspension (Adopted 9/2008)

The Superintendent shall have the authority to suspend classified employees with or without pay. If a suspension without pay is imposed on a classified employee, the employee is entitled to pay until the employee has been advised of the basis for suspension and has been given an opportunity to respond.

GCO Resignation (Amended 9/2009)

The work agreement shall be written for periods of one year or less and shall specify assignments, starting date, working hours, fringe benefits, and compensation, if determined by this time.

All classified employment is on an employment-at-will basis, which means that release from employment initiated by either party only requires notice in writing, but no advanced warning.

GCRC Continuing Education/Training (Adopted 7/12/2005)

At times continuing education or training is necessary for classified employees to stay current in their position. If the training takes place during regular work hours, the employee shall be compensated normally. If the training occurs during a non-workday, and the training is mandatory, the employee will be compensated at 100% of their regular pay.

GCRG Leaves and Absences (Amended 3/2017)

Regular attendance is required of all employees subject to allowed leave in accordance with District policy. Excessive absences or tardiness, unauthorized leave or unexcused absences may result in disciplinary action including termination of employment.

Beginning July 1, 2014 new classified employees shall receive one day of discretionary leave per month of service. This includes former employees rehired by the district July 1, 2014 or thereafter.

- Twelve month employees receive 12 discretionary days
- Ten month employees receive 10 discretionary days

Employees hired prior to July 1, 2014 shall receive the following:

- Twelve month employees receive 16 discretionary days
- Ten month employees receive 14 discretionary days

Classified discretionary leave is allocated in hours. One day equals the number of scheduled hours per employee's work agreement.

Employees are urged to use professional judgment when using discretionary leave. Any unused discretionary days at the end of the year shall become sick days and added to the employee's accumulated sick leave, up to a maximum of 65 days. All discretionary leave must be exhausted before using sick leave. Sick leave may be used for the following absences: (1) personal illness or disability, (2) illness or accident in the immediate family (3) death in the immediate family, (4) other funerals where an excess of two hours absence is required, (5) maternity leave. Total sick leave for the year will be added to each employee's accumulated leave total at the beginning of each year not on a monthly basis as earned.

Baldwin City USD 348 will comply with the conditions of the Family and Medical Leave Act (FMLA).

Staff absenteeism poses difficult problems for effective school administration. The following is developed to deter employee absenteeism and to reward those persons who accumulated unused sick leave during their years of service. Classified staff will be reimbursed at a rate of 60% of the certified substitute rate for sick leave accrued after the 65 day maximum. Payment will be prorated for part-time employees. Payment will be made in late July.

Employees who have ten (10) or more years of service in the District who resign or retire shall be reimbursed at the rate of 60% of the certified substitute rate per day for all unused accumulated sick leave. Payment will be prorated for part-time employees. Employees with less than 10 years service shall not be paid for unused sick leave when an employee ceases employment with the District.

Optional Payout

Classified staff that have more than six (6) discretionary days left at the end of the fiscal year can elect to be compensated for each day over six (6), at 60% of the daily certified substitute rate. If the employee does not elect the optional payout, all discretionary days will be rolled over to sick days.

Sick Leave Pool

The Board of Education has agreed to establish a sick leave pool for classified staff. Each new employee will be given an opportunity to donate their first earned day of sick leave to the pool. The committee may request additional contributions as needed. Only employees who donate one (1) day of accumulated sick leave to the sick leave pool are eligible for services. The sick leave pool will be administered by a committee consisting of one person, selected by a vote of the classified staff, chosen from each classified division (bus drivers, custodians/maintenance, food service, office personnel/teacher assistants,) and one additional representative. Participants in the pool may make application to the committee for days from the pool after their accumulated sick leave is exhausted. The committee may award days, not to exceed 15 per fiscal year, from the sick leave pool to those members who have applied.

The Sick Leave Pool Committee will be charged with drawing up regulations for the use of the pool and acting upon the applications received. This committee shall use its discretionary power to protect the integrity of the pool, the rights of its members, and the school District.

Legal Leave

Legal leave will be allowed for any staff member subpoenaed or otherwise ordered to appear as a witness or juror in legal proceedings. This leave will be granted without loss of pay or substitute's pay. However, any staff member using legal leave will be required to reimburse the District the entire daily fee paid for such service but may retain all other miscellaneous expenses paid to him. If a staff member is required to appear in legal proceedings to which he is a party, personal leave may be granted for such situations, or the staff member may choose to request a full dock in pay. Legal leave will be granted provided that the staff member complies with all school District policies and procedures for absence from duty.

GCRH

Vacations (Amended 1999)

Only twelve-month employees are eligible for paid vacations unless stated differently on their work agreement. After the completion of one year of continuous employment with the District, an employee will receive vacation days from their anniversary date pro-rated (to the nearest full day) to the end of the current fiscal year (June 30). Ten (10) days of paid vacation will be provided at the beginning of each fiscal year (July 1) for all eligible employees. After completion of five (5) years of employment, the employee will be eligible for additional vacation days as outlined below:

YEAR OF EMPLOYMENT	VACATION DAYS PER YEAR
6	11
8	12
10	13
12	14
14	15
16	16
18	17
20	18
21	19
22	20

All vacation days must be taken by October 31, following the fiscal year in which they were earned. Vacation days shall not be cumulative or reimbursable. However, after five years of service, employees may carry five (5) vacation days over to the next fiscal year.

GCRI **Paid Holidays (Amended 1999)**

Classified employees will have the following holidays counted for paid workdays if the holiday falls within dates of the employee's work agreement. For each listed holiday the employee will be paid for the hours of their regular duty day as per their work agreement:

- Independence Day
- Labor Day
- Thanksgiving (2 Days)
- Christmas Vacation (2 Days)
- New Year's
- Martin Luther King Day
- Good Friday
- Memorial Day

GCRJA **Classified Substitute (Adopted 6/2008)**

Substitutes will be paid according to the Board policy classified salary schedule at the base rate for the position in which they are substituting regardless of experience.