



# **Classified Staff Handbook**

## **Policy Disclaimer**

Board of Education policies are regularly reviewed and revised. Therefore, any policy reference contained in this handbook is accurate as of the approval date. Should policies change, the most recently adopted policy of the Board of Education will be followed regardless of what is printed in this handbook. Should any language in this handbook conflict with adopted policy, board policy retains authority.

## **Notice of Non-Discrimination**

Arkansas City USD 470 will provide equal employment opportunity without regard to race, color, religion, sex, age, national origin, marital status, sexual orientation, ancestry, political belief or activity, or status as a veteran. This policy applies to all areas of employment, including recruitment, hiring, training and development, promotion, transfer, termination, layoff, compensation benefits, social and recreational programs, and all other conditions and privileges of employment in accordance with applicable federal, state, and local laws.

USD 470 complies with all relevant and applicable provisions of the Americans with Disabilities Act (ADA) and will not discriminate against any qualified employee or job applicant with respect to any terms, privileges, or conditions of employment because of a person's physical or mental disability. If you have a disability which affects your ability to perform the essential functions of your job, a reasonable accommodation may be available. If you desire an accommodation, please notify your supervisor or the Assistant Superintendent for Business and Operations.

## **Equal Employment Opportunity**

Equal employment opportunity notices are posted on appropriate employee bulletin boards as required by law. The notices summarize the rights of employees to equal opportunity in employment and list the names and addresses of the various government agencies that may be contacted if any person believes he or she has been discriminated against.

Any persons having inquiries concerning USD 470's compliance with regulations implementing 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, may contact the Assistant Superintendent for Business Operations, 2545 Greenway, Arkansas City, KS 67005, (620.441.2000), who has been designated to coordinate the district's efforts to comply with these laws.

## **Onboarding**

Every new employee to USD 470 must complete the onboarding process with the Personnel and/or Payroll Clerks on or prior to their first day of duty. During this process, new employees will be required to complete the following: Form I-9 (with appropriate documentation), W-4, K-4, direct deposit form with verification of account, and other forms as required.

## USD 470 Locations

Gene Snyder  
Administrative Center  
2545 Greenway Rd  
620.441.2000

Maintenance  
715 S. 1<sup>st</sup> St  
620.441.2080

Adams Elementary  
1201 N. 10<sup>th</sup> St  
620.441.2040

Frances Willard Elementary  
201 N. 4<sup>th</sup> St  
620.441.2050

Jefferson Elementary  
131 Osage  
620.441.2060

Arkansas City Middle School  
400 E. Kansas Ave  
620.441.2030

Avery Learning Center  
2500 N. 15<sup>th</sup> St  
620.441.2078

Transportation / Warehouse  
420 S. 5<sup>th</sup> St  
620.441.2084 (Transportation)  
620.441.2082 (Warehouse)

Technology  
2207 N. 8<sup>th</sup> St  
620.441.2088

C-4 Elementary  
11945 292<sup>nd</sup> Rd  
620.441.2045

IXL Elementary  
6758 322<sup>nd</sup> Rd  
620.441.2055

Roosevelt Elementary  
300 N. B St  
620.441.2070

Arkansas City High School  
1200 W. Radio Ln  
620.441.2010

Community Day School  
1325 N 7<sup>th</sup> St  
620.441.2092

# General Information

## **At Will Employment**

All employment and compensation with USD 470 are “at will”. “At will” means that employment can be terminated with or without cause, and with or without notice, at any time at the option of either USD 470 or the employee, except as otherwise provided by law.

## **Confidential Information**

It is essential that all employees fully understand how to treat confidential information. Each employee should hold the confidential information (be it related to a students’ academic record, behavior, or family information, etc.) in strict confidence and shall exercise a reasonable degree of care to prevent disclosure to others. The Family Education Rights Privacy Act (FERPA) is a federal law that protects the privacy of an individual’s information. No information should be disclosed unless an employee has been given express permission to do otherwise.

## **Outside Employment**

It is the expectation of USD 470 that any individual hired on a full-time basis will consider the employment by USD 470 as their primary occupation. Any outside activity must not interfere with the employee’s attendance and/or job efficiency. If an employee has questions regarding the secondary job, they should contact their immediate supervisor and/or district administration.

## **Harassment**

All employees have the right to a work environment free from intimidation and harassment. USD 470 does not tolerate discrimination on any of the protected grounds of sex, race, age, color, religion and ethnic origin, or disability. An employee shall report any complaints to their immediate supervisor, building principal or the district compliance coordinator. Sexual harassment training will be provided annually. See policies GAACA and GAAC online at [usd470.com](http://usd470.com) > District > BOE > BOE Policies.

## **Employment Process**

Employees are selected through application, personal interview, and reference checks. After all available information is carefully considered and evaluated, an individual is selected to become a member of our team.

### **Former Employees**

Former employees of USD 470 may be considered for reemployment and subject to USD 470’s usual pre-employment procedures. To be eligible, an employee must have been in good standing at the time of previous termination.

### **Nepotism**

Except in an emergency, the board will not employ anyone who is the close relative of any board member. This shall not apply to any person who has been regularly employed by the board prior to the adoption of this policy or to any person who has been regularly employed

by the board prior to the election or appointment of a new board member to whom the person is related.

Two or more members of a family may be employed by the school district. However, no district employee shall be in a position where the employee supervises or evaluates a closely related family member.

A closely related family member is defined as a father, mother, brother, sister, spouse, son, daughter, father-in-law, mother-in-law, son-in-law, or daughter-in-law.

## **Loyalty Oath**

All employees, by state law, must have a loyalty oath on file in the employee's personnel record.

## **Health Certificate**

All employees, by state law (K.S.A. 72-6266), must have a current health certificate on file in the Personnel Office. Certificates must be renewed every three (3) years (two (2) years for bus drivers).

## **Personnel Records**

Personnel files required by the district shall be confidential and in the custody of the Personnel Clerk 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.

## **Dress Code**

Although uniforms may be required for specific positions or groups of employees, the general dress code for all employees shall be in accordance with accepted social and business standards. Each supervisor or department head is responsible for establishing a reasonable dress code appropriate to the job performed. Footwear must comply with safe work standards as specified by supervisors. Flip flops are not permitted. Refer to BOE policy GAM - Personal Appearance.

## **Personal Cell Phone Usage**

Usage of cell phones and other personal electronic devices during working hours is limited to job related duties. Employees may not access social media sites or take photographs/videos during duty hours without administrative approval to protect student privacy.

# Employment Classifications

At the time of hire or reclassification, the employee will be classified in one of the following categories:

- 12 Month Employee
  - Full Time – An employee who is scheduled to work between 30 and 40 hours per week per 12-month period
  - Part Time – An employee who is scheduled to work less than 30 hours per week for a 12-month period
- 10.5 Month Employee
  - Full Time – an employee who is scheduled to work between 30 and 40 hours per week during a 10.5-month period bracketing the school year
  - Part Time – An employee who is scheduled to work less than 30 hours per week during a 10.5-month period bracketing the school year
- 9 Month Employee
  - Full Time – An employee who is scheduled to work between 30 and 40 hours per week during the school calendar year
  - Part Time – An employee who is scheduled to work less than 30 hours per week during the school calendar year
- Temporary – An employee who is scheduled any quantity of weekly hours on an as needed temporary basis. Normally, a temporary position will not exceed six (6) months in duration. Summer employees are considered temporary employees.

Benefits are given based on employment classifications.

## Benefits

### **12 Month Full and Part Time employees may be eligible to receive:**

- Medical Insurance
  - Full time employees are eligible to receive a health insurance allowance to be paid toward a district health insurance plan. The employee is responsible for the difference between the cost of the premium and the district's contribution. Additional coverages (Dental, Vision, etc.) are available to the employee, but the full premium is the employee's responsibility.
  - Part time employees who work at least 20 hours a week will receive one half of the health insurance allowance to be paid toward a health plan. The employee is responsible for the difference between the cost of the premium and the district's contribution. Additional coverages are available to the employee, but the full premium is the employee's responsibility.
- Short-term Disability and Life Insurance policies that are paid by the district for non-temporary employees working at least 20 hours per week.
- Kansas Public Employee Retirement System (KPERs) for covered positions per KPERs regulations.
- Vacation

- Employees shall receive vacation based on years of service which are outlined below. Employees hired during the year will not be granted vacation time until the following July 1<sup>st</sup>. Vacation time will be based on a prorated amount from the hire date. (See table below) Hours are calculated at scheduled hours per week.
- Paid Leave – 12 days per year calculated at scheduled hours per day with a maximum accumulation of 90 days.
- Compensatory (COMP) time – Upon supervisor approval and notification to the payroll office, staff may accumulate compensatory time for over 40 hours worked per week.
- Jury Duty Leave
- Holiday Pay – 12 paid holidays per year based on scheduled days per week and calculated at scheduled hours per day. These days shall be designated by the district administration. If this day falls on a regular working day, the employee will not be required to work but will receive pay for that day. If the day falls on a Saturday or Sunday, the employee will be given one additional day off with pay. This day will be designated by the district administration.
  - Independence Day
  - Labor Day
  - Thanksgiving (3 days – Wednesday before, Thanksgiving, Friday after)
  - Winter Break (2 days)
  - New Year’s Day
  - Spring Break (2 days)
  - Good Friday
  - Memorial Day

**10.5 Month Full and Part Time employees may be eligible to receive:**

- Medical Insurance
  - Full time employees are eligible to receive a health insurance allowance to be paid toward a district health insurance plan. The employee is responsible for the difference between the cost of the premium and the district’s contribution. Additional coverages (Dental, Vision, etc.) are available to the employee, but the full premium is the employee’s responsibility.
  - Part time employees who work at least 20 hours a week will receive one half of the health insurance allowance to be paid toward a health plan. The employee is responsible for the difference between the cost of the premium and the district’s contribution. Additional coverages are available to the employee, but the full premium is the employee’s responsibility.
- Short-term Disability and Life Insurance policies that are paid by the district for non-temporary employees working at least 20 hours per week.
- Kansas Public Employee Retirement System (KPERs) for covered positions per KPERs regulations.
- Paid Leave – 9 days per year calculated at scheduled hours per day. A maximum accumulation of 60 days.
- Compensatory (COMP) time – Upon supervisor approval and notification to the payroll office, staff may accumulate compensatory time for over 40 hours worked per week.
- Jury Duty Leave

- Holiday Pay – 4 paid holidays per year based on scheduled days per week and calculated at scheduled hours per day. These days shall be designated by the district administration. If this day falls on a regular working day, the employee will not be required to work but will receive pay for that day. If the day falls on a Saturday or Sunday, the employee will be given one additional day off with pay. This day will be designated by the district administration.
  - Labor Day
  - Thanksgiving Day
  - Winter Break (1 day)
  - Good Friday

## **9 Month Full and Part Time employees may be eligible to receive:**

- Medical Insurance
  - Full time employees are eligible to receive a health insurance allowance to be paid toward a district health insurance plan. The employee is responsible for the difference between the cost of the premium and the district’s contribution. Additional coverages (Dental, Vision, etc.) are available to the employee, but the full premium is the employee’s responsibility.
  - Part time employees who work at least 20 hours a week will receive one half of the health insurance allowance to be paid toward a health plan. The employee is responsible for the difference between the cost of the premium and the district’s contribution. Additional coverages are available to the employee, but the full premium is the employee’s responsibility.
- Short-term Disability and Life Insurance policies that are paid by the district for non-temporary employees working at least 20 hours per week.
- Kansas Public Employee Retirement System (KPERs) for covered positions per KPERs regulations.
- Paid Leave – 9 days per year calculated at scheduled hours per day. A maximum accumulation of 60 days.
- Compensatory (COMP) time – Upon supervisor approval and notification to the payroll office, staff may accumulate compensatory time for over 40 hours worked per week.
- Jury Duty Leave

## **Health Insurance Allowance**

The Board of Education determines the amount of the allowance. The allowance will only be provided to eligible employees who enroll in a district offered health insurance plan.

## **Insurance Coverage**

For 10.5- and 9-month employees who take district insurance, owed insurance premiums for the summer months will be divided equally by the number of checks received during the year and that additional amount will be deducted throughout the year and held in an insurance account. The district will then use these insurance prepayments to cover the employee’s portion of their insurance premium for July, August, and September. Insurance benefits are reviewed annually. In the event of termination of employment with USD 470 or loss of eligibility to remain covered under the district insurance programs, the employee and their eligible dependents may have the right to continued coverage under

COBRA and any unused insurance premium prepayments will be returned to the employee. In the event an employee enrolls in coverage(s) in excess of earnings, the employee will be required to submit payment to the district office by the end of the month.

## Vacations

12-month employees shall accrue two weeks paid vacation during the first year of employment. Employees hired during the year will not be granted vacation time until the following July 1<sup>st</sup>. Vacation time will be based on a prorated amount from the hire date (see table below). Hours are calculated at scheduled hours per week.

Month of Hire	Number of Days Granted as of July 1st following date of employment
July	10
August	10
September	9
October	8
November	7
December	6
January	5
February	4
March	3
April	2
May	1
June	0

Vacation pay will be figured on a 40-hour week, unless the employee's work week is less than 40 hours, in which case, it will be figured on the average hours worked. During an employee's eighth consecutive year of employment with USD 470, an extra week of vacation will be accrued. This extra accrued vacation will be available on July 1 after the completion of their eighth year. Thereafter, vacation days will continue to accrue at the rate of fifteen (15) days per year. (NOTE: A 9-month position and a different 3-month summer position is not considered a 12-month position.) First year employees are granted vacation time according to a prorated amount on July 1. No vacation days will be carried forward beyond June 30 of the year following the one in which the vacation days were accrued unless approved by the Director or Asst. Superintendent of Business/Operations.

## Paid Leave

Paid leave days are credited to the employee on July 1. New employees are credited with a pro-rated number of days awarded to date of employment. New employees are not granted paid leave until they have been employed by the district for 20 working days. Absences covered by paid leave are as follows:

- Sick leave (SICK)
  - Illness of employee
  - Family illness - Spouse, children, mother, father, and anyone living in the residence of employee
  - Employee doctor/dentist appointments

- Family doctor/dentist appointments - Spouse, children, mother, father, and anyone living in the residence of employee
- Bereavement (BRV)
  - Bereavement leave must be submitted in advance
  - Maximum 3 days for nonlocal funerals
  - Maximum ½ day for local funeral
  - Days may be extended with prior approval of Asst. Superintendent of Business/Operations
- Personal leave (PRS)
  - A maximum of 2 days of paid leave per school year can be used for personal leave.
  - Leave must be submitted at least 2 working days in advance.
- Business leave (BUSI)
  - A maximum of 2 days for business of such a nature that it cannot be conducted after regular working hours or on weekends.
  - Must be submitted at least 2 working days in advance.
  - Leave shall not be granted for reasons such as recreational activities, travel, any item relating to second business, job hunting, interviews, bad weather, and vehicle breakdown.
  - Business days shall not be granted on days immediately before or after any vacation, nor during the first and last weeks of the school year.

Leave time must be entered in the software the employee has been designated to use. All absences, excluding illness, should be requested and approved prior to the leave being taken. For an absence due to illness, leave requests must be completed on the day the employee returns to work.

For an employee who is leaving employment with the district for all reasons other than retirement, unused paid leave is not additional compensation. At the time of termination, the number of days will be prorated, and any days used in excess of this will be deducted from the employee's final paycheck.

## **Compensatory Time**

Compensatory (comp) time for additional hours over 40 worked per week may be eligible pending immediate supervisor / district administrator approval. Comp time is encouraged to be used within the pay period accumulated.

## **Jury Duty / Legal Leave**

Employees will be paid for the number of hours they are regularly scheduled to work when they are absent for jury duty or are subpoenaed to appear as a witness. Any jury fees or witness fees paid to the employee will be given to USD 470.

## **Leave Without Pay**

Unless it is FMLA leave, all leave without pay absences must be approved by an employee's supervisor prior to any unpaid leave being used. Such absences not pre-approved will be considered unexcused absences. In the event of an emergency, unpaid leave may be requested.

# Wage and Salary

## **Notice of Employment**

The Notice of Employment is not a contract. It is an estimate of the hours an employee will work and indicates the hourly rate and other information. There is no guarantee an employee will receive the total estimated hours indicated.

## **Pay Period and Pay Cycle**

The "Notice of Employment" form indicates the normal number of hours to be worked each day for each position. The supervisor will inform each employee of the starting and ending time for the position and building to which he or she is assigned.

The workweek will be 12:00 a.m. Sunday until 11:59 p.m. Saturday with the regular workweek being five days, Monday through Friday. Some positions may call for other days of work or the workweek may vary if school is not in session.

Unless the "Notice of Employment" indicates the workweek consists of Saturday or Sunday working days employees will normally not be expected to work on weekends. However, the Director or Asst. Superintendent of Business/Operations may declare an emergency and assign any employee to work on one or more days of the weekend.

## **Paycheck Distribution**

All employees will receive their pay through direct deposit on or before the 20<sup>th</sup> of each month. No person may be paid directly by check, out of petty cash, or any other such fund for work performed. All employees will be notified of their direct deposit and given a link to their pay stub through their district email.

If an employee would like to change account information, the Mode of Payment form with accompanying documentation must be sent to the Payroll Clerk at least ten days prior to payday for those changes to become effective. **NO CHANGES TO DIRECT DEPOSIT ACCOUNTS WILL BE MADE BASED ON EMAIL OR PHONE REQUESTS.** When a pay date falls on a day when banks are closed, staff will be paid on the last previous banking day.

## **Time Sheets/Time Clock**

Most classified employees, other than salaried supervisors, will clock in and out on a time clock located in each building or department. Hours recorded in the time clock system must be verified and approved by the immediate supervisor. If submitting a paper timesheet, supervisor verification and approval is required. All hours for payroll periods must be submitted by a date designated by the district administration.

In the event of a missed punch (in or out) or if a timeclock adjustment is required, the employee should report any necessary changes to the building or department designee within a timely manner. Additional paperwork may be required based on building/department procedures.

## **Overtime Pay**

Unless stated on the "Notice of Employment" no position shall consist of more than 8 hours per day, 5 days per week or a total of 40 hours per week.

Overtime work is not encouraged; however occasional overtime may be necessary. Employees must have permission from the immediate supervisor to work overtime. To receive overtime pay it must be shown on the time clock system and/or on a timesheet. Non-exempt employees (including temporary employees) performing overtime work will be paid one and one-half (1-1/2) times their regular hourly wage for any time over forty hours worked per week. Paid leave and vacation time will only be approved up to a combined total of 40 hours with worked hours per week.

In lieu of paying actual overtime wages, employees may take compensatory time off pending immediate supervisor / district administrator approval.

Before an employee qualifies for overtime hours, 40 regular hours must be worked. (An employee who is absent one day for any reason, including a holiday, is not eligible for overtime until 40 hours are actually worked. A four-hour employee is not eligible for overtime for working five hours.)

## **Mandatory Deductions from Pay**

USD 470 is required by law to make certain deductions from paychecks. Among these deductions are federal and state income taxes, KPERS, and employee Social Security and Medicare contributions. These deductions will be shown on the check stub. The amount of the deduction depends on earnings and the information the employee provided on their W-4 and K-4 forms.

## **Error in Pay**

Every effort is made to avoid errors in pay. If an employee believes an error has been made, contact the Payroll Clerk immediately. The necessary steps to research the problem will be taken and any necessary corrections will be made properly and promptly.

## **K.P.E.R.S.**

Membership in the Kansas Public Educators Retirement System (KPERS) is mandatory for all state employees, including those employees of USD 470. The district will adhere to KPERS regulations applicable to your employment. The law requires that all employees who work in a position that requires 630+ hours per year or if the employee works in two or more positions totaling at least 630 hours per year (180 days and 3.5 hours/day) to contribute to KPERS.

Employees working in a covered position will contribute a specified percent of gross earnings to KPERS. The specified percent of contribution is determined by state legislation and is subject to change when legislative action specifies.

An employee is also covered under a basic group life insurance equal to 150 percent of their annual salary under KPERS.

Working after retirement (WAR) KPERS is determined by state legislature and has specific guidelines for employers who hire staff receiving KPERS retirement benefits. An employer is required to pay a statutory rate established by KPERS and an employee's hourly rate may be reduced by this statutory rate. KPERS contributions will not be withheld from an employee who is receiving retirement benefits.

## **Voluntary Retirement Accounts**

Classified employees are eligible to participate in voluntary retirement accounts in the form of either of Annuities or Mutual Funds. Contributions may be made on a pre-tax or after-tax (Roth) basis as allowed by the investment provider. Payroll deductions for these shall be limited to only those providers approved by the Board of Education and that have an Investment Provider Agreement included in the district's 403(b) Plan Document. Request for changes can be made anytime and will become effective on the first available payroll cycle after notification that the account has been opened and appropriate Salary Reduction Agreement (SRA) has been received.

## **Pay Increases, Promotion**

Any change in salary schedules will be effective July 1 of each year as determined by Board of Education action. Advancing on the salary schedule is not automatic and no increase will be given for employees on job probation.

Pay increases as a result of a change of position will become effective on the date of the new assignment.

The policy of USD 470 is to employ the best-suited individual for each position. If an employee wishes to be considered for a possible vacancy which might occur during the year, a letter indicating this should be sent to the Director or Asst. Superintendent of Business/Operations.

## **Work Procedures**

### **Attendance, Punctuality**

Attendance and punctuality are important to the successful operation of a school district. Each supervisor or department head is responsible for establishing a reasonable timeframe for notification of absences or tardies. To maintain high quality support services in the school district, the following guidelines are established:

1. Two or more absences a month are considered excessive.
2. Two or more tardies a month are considered excessive
3. Unauthorized absences may be subject to disciplinary action.
4. Any absence other than illness or emergency must have prior approval.
5. The employee will notify the immediate supervisor as soon as possible when the absence is due to illness or emergency.
6. The employee will notify the immediate supervisor as soon as possible when the employee will be late to work.
7. Any employee with an illness lasting more than two days or illness occurring more than two days in one month may be required to have a physician's verification of the illness.

8. A work release must be submitted to the personnel office when an illness or non-work-related injury requires an employee to be off for an extended period.

Unexcused absences, a pattern of excessive excused absences, and extended absences are causes for progressive corrective action and/or termination. Absences resulting from jury duty, approved participation in staff development, family medical leave and military leave are exceptions to this.

## **Job Evaluation**

A written evaluation will be made on each employee at least once during the school year. Completion of evaluations is the responsibility of the immediate supervisor. The primary reason for evaluations is to identify strengths and weaknesses to reinforce good habits and develop ways to improve weaker areas. This review also serves to make the employee aware of and to document how their job performance compares to the goals and description of their job. The employee will sign the evaluation indicating it has been discussed with the employee. A copy will be given to the employee.

## **Rest Periods**

When possible, two 15-minute breaks may be scheduled for employees working 8 hours or more in one day. Breaks may be given to employees, but breaks are not mandated by state law or the U.S. Department of Labor and are given only when they do not interfere with the completion of assigned duties. Unused breaks may not be accumulated to count toward comp time or overtime.

## **Work Rules**

Work rules and procedures will be developed by the immediate supervisor. These rules shall be followed according to the directions of the immediate supervisor.

## **Drug Free Workplace**

Maintaining a drug free workplace is important in establishing an appropriate learning environment for the students of the district. Employees shall not unlawfully manufacture, distribute, dispense, possess, or use controlled substances in the workplace. USD 470 reserves the right to randomly drug test any employee at any time.

## **Tobacco Free School Campus**

The use, possession, or promotion of any tobacco product by any employee is prohibited in any district facility, in school vehicles, at school-sponsored activities, programs, or events and on school owned or operated property at all times. "Tobacco product" means any product that is made from or derived from tobacco, or that contains nicotine, that is intended for human consumption or is likely to be consumed, whether smoked, heated, chewed, absorbed, dissolved, inhaled, or ingested by any other means.

## **Grievance Procedure**

Most grievances can be solved by talking to a supervisor. If not satisfied, a meeting may be scheduled with the Assistant Superintendent of Business / Operations. If still not satisfied, employees may put the grievance in writing and submit it to the Superintendent.

## **Discipline Procedures**

When any breach of discipline occurs, the immediate supervisor will have a conference with the employee. The results of the conference will, in most cases, be recorded and signed by the employee and the supervisor. This signed record of the conference will be filed in the employee's personnel folder.

Suspensions, probations, and terminations will be recommended by the immediate supervisor. If the Asst. Superintendent of Business/Operations concurs with the recommendation, the suspension, probation, or termination will be approved.

For alleged serious breach of discipline, the immediate supervisor may suspend an employee with pay pending further investigation of the problem. The Asst. Superintendent of Business/Operations or Superintendent of Schools may suspend an employee without pay for any alleged serious breach of discipline pending investigation of the incident. If the employee is cleared of charges of breach of discipline and the employee is not terminated or does not resign, then back pay will be given to the employee as if the suspension had not occurred.

## **Termination**

An employee who is terminated will be given the opportunity to meet with the immediate supervisor and the Director or Asst. Superintendent of Business/Operations before written notice of termination is given. The Director or Asst. Superintendent of Business/Operations shall make the final decision regarding terminating an employee. Employees who voluntarily resign will submit a signed and dated letter of resignation or sign a voluntary separation form. In the event a written letter is unable to be provided, the employee will email the resignation to their immediate supervisor using their USD 470 email account.

## **Leave of Absences**

### **Unpaid Leave of Absence**

Occasionally, for medical, personal, or other reasons, an employee may need to be temporarily released from the duties of their job but not want to resign. Under certain circumstances, the employee may be eligible for an unpaid leave of absence. The Personnel Clerk must be informed of any unpaid leaves of absence prior to the absence beginning or as soon as possible after the leave has begun to appropriately record such absences.

## **Family Medical Leave of Absence (FMLA)**

The FMLA allows employees to balance their work and family life by taking reasonable paid or unpaid leave for certain family and medical reasons. Employees are eligible if they have been actively employed for 12 months and worked at least 1,250 hours (an average of 25 hours per week) during those 12 months. Employees shall be required to give 30 days advance notice in the event of a foreseeable medical treatment. To assist the district in arranging work assignments during an absence, employees are asked to give prior notice, to the extent possible, as well as the expected return date. Eligible employees may take up to 12 work weeks of leave in a 12-month period for one or more of the following reasons:

- The birth of a son or daughter or placement of a son or daughter with the employee for adoption or foster care;
- To care for a spouse, son, daughter, or parent who has a serious health condition;
- For a serious health condition that makes the employee unable to perform the essential functions of his or her job; or
- For any qualifying exigency arising out of the fact that a spouse, son, daughter, or parent is a military member on covered active duty or call to covered active-duty status.

An eligible employee may also take up to 26 work weeks of leave during a single 12-month period to care for a covered servicemember with a serious injury or illness, when the employee is the spouse, son, daughter, parent, or next of kin of the servicemember.

Under some circumstances, employees may take FMLA leave on an intermittent or reduced schedule basis. That means an employee may take leave in separate blocks of time or by reducing the time he or she works each day or week for a single qualifying reason.

When leave is needed for planned medical treatment, the employee must make a reasonable effort to schedule treatment so as not to unduly disrupt the employer's operations. If FMLA leave is for the birth, adoption, or foster placement of a child, use of intermittent or reduced schedule leave requires the employer's approval.

It is the employee's responsibility to inform the district of the need for paid leave. If the FMLA leave is needed, please contact the Personnel Clerk for additional information.

## **Retirement**

### **Retirement from the District**

USD 470 participates in the Kansas Public Employees Retirement System (KPERs). Information about retirement can be found on the KPERs website. Additional information can also be obtained by contacting the Payroll Clerk.

### **Paid Leave Compensation Upon Retirement**

For employees retiring from USD 470 who have 20 or more years of service with the district, unused paid leave will be compensated at the following rate:

- 12 Month Classified Staff
  - 30+ years of service - \$100 per day

- 20-29 years of service - \$75 per day
- 10.5 Month Classified Staff
  - 30+ years of service - \$50 per day
  - 20-29 years of service - \$25 per day
- 9 Month Classified Staff
  - 30+ years of service - \$50 per day
  - 20-29 years of service - \$25 per day

## **Retirement Insurance**

An employee taking early retirement shall have the option to maintain the district's health insurance coverage until the time they qualify for Medicare. The retiree will be responsible for making the entire monthly premium to the Payroll Clerk by the monthly payroll date. Failure to do so may result in the cancellation of coverage.

## **Safety Procedures**

### **Accidents**

All accidents sustained or observed will be reported immediately to the supervisor or building principal. An Accident Report Form will be completed within 24 hours of the accident. If injured on the job and medical attention is needed, the employee will report to the Personnel or Payroll Clerk within 24 hours so an appointment can be scheduled with the designated medical professional.

Social and recreational injuries arising out of and in the course of employment are no longer compensable under workers' compensation law. Examples of this type of situation are sports activities where faculty challenges a specific group, games before school, at lunch, or after school, basketball benefit games, etc. The words "arising out of and in the course of employment" as used in the workers compensation act shall not be construed to include injuries to employees while engaged in recreational or social events under circumstances where the employee was under no duty to attend and where the injury did not result from the performance of tasks related to the employee's normal job duties or as specifically instructed to be performed by the employer.

Procedure to be followed:

1. Report the accident to the immediate supervisor.
2. If medical attention is needed, contact Personnel or Payroll so an appointment can be made at the district's designated provider.
3. Return the "Report of Accident" form to the District Office. Workers Compensation claims must be filed within 10 days of the accident.
4. Use the form provided by the personnel or payroll office to obtain prescriptions at a local pharmacy.
5. File any doctor's statements, prescription bills, etc. with the District Office.

## **Workers Compensation**

The Kansas Workers' Compensation Law is a no-fault insurance plan, which is supervised by the state, and paid for by USD 470. This law was designed to provide the employee with benefits for any injury suffered in connection with their employment. Under the provisions of the law, if the employee is injured while at work, they are eligible to apply for Workers' Compensation.

### **Who is covered?**

Every USD 470 employee is protected by Workers' Compensation.

### **What is covered?**

Any injury is covered if it is caused by an employee's job – not just serious accidents, but even first-aid type injuries. Illness may also be covered, if related to the employee's job. For example, common colds and flu are not covered but if the employee caught tuberculosis while working at a TB hospital, that would be covered. The main question is if the injury or illness is the result of the performance of the employee's job.

### **When is an employee covered?**

Coverage begins the first minute the employee is on the job and continues anytime that the employee is working for USD 470. There is not a wait period for workers' compensation.

### **How does the employee get the benefits?**

All injuries, no matter how slight, must be reported immediately to the supervisor and a completed accident report must be sent to the Personnel Clerk.

## **Safety**

All employees will observe all safety rules and regulations. They will immediately report to their supervisor or building principal any condition that in their opinion constitutes a safety hazard. No disciplinary action will be taken against any employee who refuses to perform an assignment when in the employee's judgment the assignment or task cannot be performed without danger to the employee, or the assignment violates safety procedures.

## **Miscellaneous**

### **Use of School Equipment**

No employee will use for personal use any equipment or supplies belonging to USD 470. No equipment belonging to U.S.D 470 will be loaned or removed from a building for non-school use without the approval of the Asst. Superintendent of Business/Operations. (See Board Policy KG.)

### **Use of School Facilities**

No employee will use school facilities for personal use or allow the use of school facilities by any individual or group unless a Facility Rental Agreement has been obtained and approved. Form available from the District Office. (See Board Policy KG).

## **Visitors During Time Employee is on Duty**

Friends, relatives, children, spouses are not to visit with or remain on the premises when an employee is on duty. They may deliver messages or wait to pick up the employee at the end of a shift, but during working hours it is expected that the employee's undivided attention will be given to his or her job duties. Exceptions may be granted by the immediate supervisor with prior approval.

## **Acceptable Use of Technology**

Each employee is expected to adhere to the Acceptable Use of Technology policy. Prior to use of district technologies, the employee shall submit a signed Employee Access Contract to the Personnel Clerk. The employee will acknowledge that the use of computers, networks, internet, electronic mail, and other online services provided by USD 470 are subject to and shall be conducted in compliance with Board policies.

## **Social Media Guidelines**

Employees of USD 470 are expected to follow the guidelines in the Social Media Handbook. The handbook can be found on the district website under For Staff > Forms and Documents > Social Media Guidelines.

## **Inclement Weather Days**

If an employee cannot report to work because of inclement weather the following procedure will be followed:

1. Employee must notify supervisor upon determining an inability to report for work because of adverse weather.
2. Supervisor must approve absence before employee's reporting time.
3. If absence is approved:

### 12-month employees

- a) Hours missed will be deducted from paid leave.
- b) If employee has no available paid leave, hours will be deducted from vacation days or considered a pay deduction.
- c) If late less than two (2) hours, time may be made up with approval of supervisor.
- d) If late two to four (2-4) hours, hours will be deducted from paid leave or vacation.
- e) Leave request forms will specify absence and reason.

### 9- and 10.5-month employees

- a) Absence deducted from paid leave if position entitles employee to paid leave. Otherwise, it will be an unpaid day. Employees wanting to request paid leave for inclement weather days will need to enter the time in the time management system upon returning to work.

## **ID Badge**

The district shall provide each classified employee with an ID badge. A current ID badge will allow the employee and their immediate family members living in the home (spouse and children – excluding college aged students) to gain access to Arkansas City Middle School and Arkansas City High School athletic events. ID badges will not gain entrance to Arkansas City High School musicals or play performances. Neither would they allow access for KSHSAA sponsored events such as regional or sub-state tournaments. The ID badge can also be used for the open swim time at the Family Aquatic Center (High School pool).

## **Violation of Policies**

Employees are expected to abide by the policies set forth by the Board of Education. Failure to do so will lead to appropriate disciplinary action. All board policies may be found on the district website under [Our District > Board of Education > Board Policies](#).

## **Employee Handbook**

Every employee shall be given a hard copy of the Employee Handbook at the time of employment and all documents will be available electronically on the district website. Policies and regulations in the handbook may be changed at any time at the discretion of the Board of Education. No change shall become effective until employees have been notified of the change and no change shall be retroactive.

# **Appendix**

## **GAAB Complaints of Discrimination**

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

Discrimination against any individual on the basis of race, color, national origin, sex, disability, age, genetic information, or religion in the admission to, access to, treatment, or employment in the district's programs and activities is prohibited. Assistant Superintendent of Business and Operations (2545 Greenway, Arkansas City, KS 67005, TitleIXCoordinator@usd470.com, 620-441-2000) has been designated to coordinate compliance with nondiscrimination requirements contained in Title VI and Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and The Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, the Personal Responsibility Work Opportunity Reconciliation Act of 1996, and the Food Stamp Act of 1977, as amended.

Complaints regarding alleged discrimination on the basis of sex, as prohibited by Title IX of the Education Amendments of 1972 and other federal and state laws regulating such discrimination and discriminatory harassment, shall be handled in accordance with the procedures outlined in board policies

GAAC and JGEC and shall be directed to the Title IX Coordinator at (Assistant Superintendent of Business and Operations, 2545 Greenway, Arkansas City, KS 67005, TitleIXCoordinator@usd470.com, 620-441-2000). More information may be obtained on discrimination on the basis of sex by contacting the Title IX Coordinator.

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

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

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

The district prohibits retaliation or discrimination against any person for opposing discrimination, including harassment; for participating in the complaint process; or making a complaint, testifying, assisting, or participating in any investigation, proceeding, or hearing.

Revised: 2/98; 8/98; 4/07; 6/09; 6/15; 6/19; 7/20

## **GAACA Racial Harassment: Employees**

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 harassment and disability harassment of employees or students of the district in its education program or activity is strictly prohibited.

Racial harassment is unlawful discrimination on the basis of race, color or national origin under Titles VI and VII Civil Rights Act of 1964, and the Kansas Acts Against Discrimination. 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.

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 or 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 work 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 an 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 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.

Revised: 9/8/03; 9/14/15; 8/9/21

## **GAAC Sexual Harassment**

The board of education is committed to providing a positive and productive working and learning environment, free from discrimination on the basis of sex, including sexual harassment. The district does not discriminate on the basis of sex in admissions, employment, or the educational programs or activities it operates and is prohibited by Title IX from engaging in such discrimination. Discrimination on the basis of sex including sexual harassment, will not be tolerated in the school district. Discrimination on the basis of sex of employees or students of the district in its education program or activity 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 within the United States

It shall be a violation for any employee to discourage a student or another employee from filing a complaint, or to fail to investigate or refer for investigation, any complaint lodged under the provisions of this policy. Violation of this policy by any employee shall result in disciplinary action, up to and including termination.

Sexual harassment shall include conduct on the basis of sex involving one or more of the following: (1) A district employee conditioning the provision of an aid, benefit, or service of the district on an individual's participation in unwelcomed sexual conduct; (2) unwelcomed conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the district's educational program or activity; or (3) sexual assault, dating violence, domestic violence, or stalking.

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

The district encourages all victims of sexual harassment and persons with knowledge of such harassment to report the harassment immediately. Complaints of sexual harassment will be promptly investigated and resolved. Any person may make a verbal or written report of sex discrimination by any means and at any time.

Assistant Superintendent of Business and Operations, 2545 Greenway, Arkansas City, Ks., TitleIXCoordinator@usd470.com, (620) 441-2000 has been designated to coordinate compliance with nondiscrimination requirements contained in Title IX of the Education Amendments of 1972, Title VII of the Civil Rights Act of 1964 regarding discrimination on the basis of sex, and the Kansas Act Against Discrimination. Information concerning the provisions of these Acts, and the rights provided thereunder, are available from the Title IX Coordinator. Inquiries about the application of Title IX to the district may be referred to the Title IX Coordinator; to the Assistant Secretary for Civil Rights at the U.S. Department of Education, Office of Civil Rights, 400 Maryland Avenue, SW, Washington D.C. 20202-1100, (800) 421-3481, or at OCR@ed.gov; or both.

#### Response to Harassment Complaints

The district takes all reports of sexual harassment seriously and will respond meaningfully to every report of discrimination based on sex, including sexual harassment, of which the district has actual knowledge. Employees who believe they have been subjected to sexual harassment should discuss the problem with their immediate supervisor. If an employee's immediate supervisor is the alleged harasser, the employee should discuss the problem with the building administrator or the Title IX Coordinator. All employees receiving reports of alleged sexual harassment shall notify the Title IX Coordinator.

#### Definitions

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

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

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

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

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

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

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

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

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

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

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

The Title IX Coordinator, any investigator, decision-maker, or any person who facilitates an informal resolution process shall not have a conflict of interest or bias for or against the complainant or respondent. These individuals shall receive training on the definition of sexual harassment; the scope of the education program and

activities; how to conduct an investigation, including appeals and informal resolution processes; and how to serve impartially, including by avoiding prejudgment of the facts, conflicts of interest, and bias. Decision-makers shall receive training on issues of relevance of questions and evidence, including when questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant. Investigators shall receive training on issues of relevance of questions and evidence in order for them to create investigative reports that fairly summarize relevant evidence.

Any employee who witnesses an act of sexual harassment or receives a complaint of harassment from another employee or a student shall report the complaint to their immediate supervisor, building administrator, or Title IX Coordinator. Employees who fail to report complaints or incidents of sexual harassment to appropriate district officials may face disciplinary action. District officials who fail to investigate and take appropriate corrective action in response to complaints of sexual harassment may also face disciplinary action.

Complaints received will be investigated to determine whether, under the totality of the circumstances, the alleged behavior constitutes sexual harassment under the definition outlined above. Unacceptable conduct may or may not constitute sexual harassment, depending on the nature of the conduct and its severity, 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 stop it and prevent its recurrence.

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

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

#### Supportive Measures

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

#### The Formal Complaint

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

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

At the time of filing a formal complaint, a complainant must be participating in or attempting to participate in the education program or activity of the district concerning which the formal complaint is filed.

A formal complaint should be filed in writing and contain the name and address of the person filing the complaint. The complaint should briefly describe the alleged violation. Filing of the complaint with the Title IX Coordinator may be done in person, by mail, or by email.

If an individual does not wish to file a written complaint, and the matter has not been adequately resolved, the Title IX Coordinator may initiate the complaint. Forms for filing written complaints are available in each school building office and the central office.

A complaint should be filed as soon as possible after the conduct occurs, but not later than 180 calendar days after the complainant becomes aware of the alleged violation, unless the conduct forming the basis for the complaint is ongoing.

An investigation shall follow the filing of the complaint. If the complaint is against the superintendent, the board shall appoint an investigating officer. In other instances, the investigation shall be conducted by a qualified individual designated by the Title IX Coordinator, or another individual appointed by the board. The investigation shall be thorough. All interested persons, including the complainant and the respondent, will be afforded an opportunity to submit written or oral evidence relevant to the complaint.

#### Formal Complaint Notice Requirements

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

Notice of the allegations of sexual harassment including sufficient details to prepare a response before any initial interview including:

the identities of the parties involved, if known;  
the conduct allegedly constituting sexual harassment; and  
the date and location of the alleged incident, if known.

The district's investigation procedures, including any informal resolution process;

A statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility will be made by the decision-maker at the conclusion of the investigation;

Notice to the parties they may have an advisor of their choice and may inspect and review any evidence; and

Notice to the parties of any provision in the district's code of conduct or policy that prohibits knowingly making false statements or knowingly submitting false information.

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

#### Formal Complaint Investigation Procedures

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

#### Formal Complaint Investigation Report

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

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

#### Decision-Maker's Determination

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

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

- Identify the allegations potentially constituting sexual harassment;
- Describe the procedural steps taken, including any notifications to the parties, site visits, methods used to gather evidence, and interviews;
- Include the findings of fact supporting the determination;
- Address any district policies and/or conduct rules which apply to the facts;
- A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility.

The procedures and permissible basis for the complainant and/or respondent to appeal the determination.

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

The range of disciplinary sanctions and remedies may include, but may not be limited to, supportive measures, short term suspension, long term suspension, expulsion for students, and/or termination for employees. Complainants and respondents shall be treated equitably by providing remedies to a complainant where a determination of responsibility for sexual harassment has been made. The Title IX Coordinator is responsible for the effective implementation of any remedies. If the investigation results in a recommendation that a student be suspended or expelled, procedures outlined in board policy and state law governing student suspension and expulsion will be followed.

If the investigation results in a recommendation that an employee be suspended with or without pay or terminated, procedures outlined in board policy, the negotiated agreement (as applicable), and/or state law will be followed.

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

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

### Appeals

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

Procedural irregularity that affected the outcomes;

New evidence that was not reasonably available at the time that could affect the outcome; and/or

The Title IX Coordinator, investigator, or decision-maker had a conflict of interest or bias against either party that affected the outcome.

The request to appeal shall be made in writing to the Title IX Coordinator within 20 days after the date of the written determination. Appeals shall be on the record and heard by an attorney, an independent hearing officer appointed by the board, or the board. The appeal decision-maker may not be the Title IX Coordinator, the Investigator, or the decision-maker from the original determination.

The appeal decision-maker will issue a written decision within 30 days after the appeal is filed.

The appeal decision-maker will describe the result of the appeal and the rationale for the result.

The appeal decision-maker shall:

- Review the evidence gathered by the investigator, the investigator's report, and the original decision-maker's determination;

- Notify both parties in writing of the filing of an appeal and give them an opportunity to submit further evidence in writing;
- Not have a conflict of interest or bias for or against complainant or respondent and receive the required training;
- Issue a written decision and the rationale for the decision within 30 days after the appeal is filed;
- Describe the result of the appeal and the rationale for the result in the decision; and
- Provide the written decision simultaneously to both parties and to the Title IX Coordinator.

#### Informal Resolution Process

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

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

- The parties are provided a written notice disclosing the allegations, the requirements of the informal resolution process, information on when it may preclude the parties from resuming a formal complaint arising from the same allegations;
- At any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and resume the investigation of the formal complaint and be informed of any consequences resulting from participating in the informal resolution process;
- The parties voluntarily and in writing consent to the informal resolution process; and
- The informal resolution process cannot be used to resolve allegations that an employee sexually harassed a student.

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

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

Use of this complaint procedure is not a prerequisite to the pursuit of any other remedies including the right to file a complaint with the Office for Civil Rights of the U.S. Department of Education, the Equal Employment Opportunity Commission, or the Kansas Human Rights Commission.

Initiation of a complaint of sexual harassment in good faith will not adversely affect the job security or status of an employee, nor will it affect his or her compensation. Any act of retaliation or discrimination against any

person who has filed a complaint or testified, assisted, or participated in an investigation, proceeding, or hearing involving sex discrimination including sexual harassment is prohibited. Any person who retaliates is subject to immediate disciplinary action, up to and including termination of employment.

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

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

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

Approved: 10/26/98

Revised: 5/11/15, 7/27/15, 1/28/19, 7/27/20, 5/24/21

## **GAAE Bullying by Staff**

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

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

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

Approved: KASB Recommendation – 6/08; 6/13

## **GAOA Drug Free Workplace**

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

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 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.

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, 34 CFR Part 85, Subpart F. It is not intended to supplant or otherwise diminish disciplinary actions; which may be taken under board policies or the negotiated agreement.

Approved: 9/97, 2/98, 4/07, 6/12, 12/13, 2/05, 6/23

## **GAOB Drug Free Schools**

The unlawful possession, use, sale or distribution of illicit drugs and alcohol by school employees on school premises or as a part of any school activity is prohibited.

### Employee Conduct:

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

Prior to applying sanctions under this policy, employees will be afforded due process rights to which they are entitled under their contracts or the provisions of Kansas law. Nothing in this policy is intended to diminish the right of the district to take any other disciplinary action, which is provided for in district policies or the negotiated agreement. 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. Drug and alcohol counseling and rehabilitation programs are available for employees of the district. A list of available programs along with names and addresses of contact persons for the program is on file with the board clerk.

Employees are responsible for contacting the directors of the programs to determine the cost and length of the program and enrolling in the programs. A copy of this policy shall be provided to all employees.

Approved: 02-28-05

Revised: KASB Recommendation – November 24, 2008

## **GAOC School District Comprehensive Use Policy**

This is a USD 470 Comprehensive Tobacco-Free School Grounds Policy

The Kansas State Board of Education encourages Kansas school districts to adopt and implement this Comprehensive Tobacco-Free School Grounds Policy. Therefore, the USD 470 Board of Education has adopted such a comprehensive policy:

Students, Teachers, Employees and Staff: The use, possession, or promotion of any tobacco product by any student or staff is prohibited in any district facility; in school vehicles; at school-sponsored activities, programs, or events; and on school owned or operated property at all times.

Visitors: The use of any tobacco product by parents, contractors, volunteers, and all other visitors is prohibited in any district facility; in school vehicles; at school-sponsored activities, programs, or events; and on school owned or operated property at all times.

*The following definitions apply to this policy:*

“Tobacco product” means any product that is made from or derived from tobacco, or that contains nicotine, that is intended for human consumption or is likely to be consumed, whether smoked, heated, chewed, absorbed, dissolved, inhaled, or ingested by any other means, including, but not limited to, Electronic Nicotine Delivery System (ENDS), cigarettes, cigars, pipe tobacco, chewing tobacco, snuff, or snus. Tobacco product also means any component or accessory used in the consumption of a tobacco product, such as filters, rolling papers, pipes, charging devices, cartridges and any substance used in ENDS, whether or not they contain nicotine. This definition does not include FDA-approved Nicotine Replacement Therapies including transdermal nicotine patches, nicotine gum, and nicotine lozenges.

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

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

Student violations will result in disciplinary actions as outlined by the school district. Disciplinary actions may include parent/guardian notification, participation in a tobacco & electronic nicotine delivery systems education program, referral to a cessation program, and/or community service. Student violations may be reported to law enforcement if use or possession is deemed to be illegal.

Approved: 2/1998; 4/2007; 6/2013; 2/2020



## **Procedures for USD 470 Workers' Compensation Claim**

### **If you are injured at work during school hours you must:**

1. Immediately report the incident to your supervisor. The supervisor/nurse will evaluate your condition and determine if you need to be seen by a doctor. An accident report must be sent to the Personnel Clerk that day.
2. If non-emergency medical treatment is required, the supervisor/nurse will contact the Personnel Clerk who will make an appointment at one of the district's designated health care providers.
  - a. Occupational Health Services, 6401 Patterson Pkwy, Arkansas City, KS 67005, 620.441.5899
  - b. William Newton Fast Track Urgent Care, 1300 E 5th Ave, Winfield, KS 67156, 620.221.2300 (Mon-Sat 11:30 am - 9:00 pm, Sunday 12:00 pm - 7:30 pm)
  - c. South Central Kansas Medical Center, 6401 Patterson Pkwy, Arkansas City, KS 67005, 620.442.2500
3. If you choose to go to a Physician of your choice, Workers' Compensation will only cover up to \$800.

### **If you are injured at work after school hours you must:**

1. Call your supervisor and report the accident immediately.
2. If non-emergency treatment is required, report to South Central Kansas Medical Center, 6401 Patterson Pkwy, Arkansas City, KS, 67005, 620.442.2500 or William Newton Fast Track Urgent Care, 1300 E 5th Ave, Winfield, KS 67156, 620.221.2300.
3. When checking in, you will need to advise them that this is Worker's Compensation for USD 470.
4. The next day you or, if you are unable to call, someone you have authorized, needs to report the accident to the Personnel Clerk – 620.441.2000.

### **If you are injured after 9:00 P.M. you must:**

1. Report to South Central Kansas Medical Center, 6401 Patterson Parkway, Arkansas City, KS 67005, 620.442.2500.
2. When checking in, tell them that this is Workers' Compensation for USD 470.
3. The next day you or, if you are unable to call, someone you have authorized, needs to report the accident to the Personnel Clerk – 620.441.2000.

## **GAOE Workers Compensation**

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 his supervisor with 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 coordinators 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 available.

In no event shall the employee be entitled to a combination of workers compensation benefits, district paid disability insurance, and salary in excess of his/her full salary. Available paid sick leave may be used for this purpose until

1) available paid-leave benefits are exhausted; 2) the employee returns to work; or  
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 prorate 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 refuses to use the designated provider, benefits will be limited to \$500.00 chooses to go to a medical provider other than the designated provider, the recovery for such expenses shall be limited to \$500.00.

Approved: 8/11

Revised: 9/14/2015

## **GARI Family Medical Leave**

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.

Adopted - November 8, 1993

Revised – November 24, 2008

Revised – September 28, 2009

## **GARID Military Leave**

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 of military duty and retain reemployment rights. There are, however, exceptions, which can exceed the five (5) years 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 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 24 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 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.

Employees may request up to 10 days of paid military leave. Applications will be made to: The Office of the Superintendent. The Superintendent, on behalf of the Board of Education, may request documentation to confirm military duty obligations.

#### TIME SPENT ON MILITARY DUTY: RETURN TO WORK OR APPLICATION FOR REEMPLOYMENT

- Less than 31 day: 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 for 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.

Approved: 9/87, 4/07, 6/08, 6/09, 6/10, 6/23

## **IIBG-R Acceptable Use of Technology**

A. USD 470 supports employee use of advanced technology including computers, computer networks, the Internet, electronic mail, and other online services that facilitate access to information, resource sharing, research, collaborative learning, communications and integrated technology instruction. The use of district computers, computer networks, the Internet, or other online services accessed through district resources shall be in support of education and research consistent with the district's educational objectives. Limited, appropriate personal use of computer technology resources is permitted if it does not interfere with professional responsibilities or the educational process. The district encourages employees to learn to use computer technology and appropriately apply its use to complete tasks associated with their job positions and assignments.

B. Employees shall be responsible for displaying appropriate behavior and maintaining a productive learning environment when using district computers, computer networks, the Internet and other online services. Use of district computer technology must comply with the district and school rules for appropriate use, the rules established by other network or computing resources used, and local, state and federal statute, including copyright law. Use for commercial activities is generally not acceptable. Use for commercial product advertisement or political lobbying is also prohibited. (See GAHB-R)

C. Teachers, administrators, and others who make decisions regarding student access and use of the Internet shall, in making such decisions, at all times consider the district's stated educational mission and the student Acceptable Use policy. To the extent possible and appropriate, students' use of the Internet shall be structured in ways that encourage access to those resources that have been evaluated prior to use. District staff shall supervise students utilizing district-provided Internet access. The wishes of any parent or guardian wanting to prohibit usage of the Internet by his/her child shall be supported and respected.

D. Employees shall communicate with telecommunication tools in a professional manner consistent with district policies and state and federal statute. Electronic mail and telecommunications shall not be improperly used to disclose confidential information about district employees or to disclose information from student education records in violation of the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. / 1232g, as amended, and its interpretive regulations, 34 C.F.R./99.1, et seq. This restriction shall not apply to the district's student information system or other district administrative software that is used by authorized staff members in a manner that complies with FERPA and its interpretive regulations.

E. Users are governed by the security and safety regulations established by the district and its Internet access provider. Users are responsible for the use of their system accounts and for protecting their passwords. No employee will use another individual's account without written permission or reveal personal information online about themselves or any other district staff or students.

F. Activities and communication on the district network are not private. Network administrators, teachers, and other appropriate district staff may review directories, files and communications from time to time to prevent misuse and to perform system maintenance. District administrators or their designees may delete files that are not kept to a manageable storage level or are deemed inappropriate.

G. The use of the district's computer technology resources is a privilege, not a right, and inappropriate use may result in cancellation of those privileges. USD 470 reserves the right to deny, revoke, suspend, or close any user account at any time, based upon its determination of inappropriate use by the account holder or user. Inappropriate use may also result in disciplinary or legal action per the negotiated agreement. If permitted by law, inappropriate use may result in an assessment of the cost of damages to hardware/software.

H. Content found on Internet resources may contain defamatory, inaccurate, abusive, obscene, profane, sexually oriented, threatening, racially offensive, or illegal material. USD 470 does not condone the use of such information and will not knowingly permit usage in the school environment. Internet sites that are considered obscene, as defined in section 1460 of title 18, United States Code, child pornography, as defined in section 2256 of title 18, United States Code, or harmful to minors as defined in Kansas law (K.S.A. 21-4301) are inappropriate under any circumstances and access to those sites is restricted. Such restriction will be partially accomplished using a technology protection measure that blocks or filters Internet access.

I. The district makes no warranties of any kind, whether express or implied, for the access it is providing. The district will not be responsible for any damages suffered. This includes loss of data resulting from delays, non-deliveries, mis-deliveries, system maintenance, or service interruptions caused by its own negligence or user errors or omissions. Use of any information obtained via the Internet is at the user's risk. The district denies any responsibility for the accuracy or quality of information.

J. Any statement of personal belief found on district computer technology resources is implicitly understood to be representative of the author's individual point of view, and not that of USD 470, its employees, or the participating school. No representations to the contrary shall be published without written approval from the superintendent or his designee.

K. Vandalism will result in cancellation of user privileges and disciplinary action per the negotiated agreement. If permitted by law, inappropriate use may result in an assessment of the cost of damages to hardware/software. Vandalism is defined as any malicious attempt to harm or destroy equipment and/or data of anyone connected to the network. This includes, but is not limited to, uploading, creating, or transmitting computer viruses.

L. The following standards are used as a general structure for staff/faculty member access to electronic sources. Staff and faculty members are allowed to have a network user account created for their use. This type of account is accompanied by an addition of private storage directory for staff/faculty work and a personal electronic mail account. This account is made strictly for that member's own use. The account name is linked directly to that staff/faculty member for logging purposes on the network. The district Technology Coordinator strictly prohibits any use of this account by another student or staff/faculty member. Procedures are in place that will require the member to change passwords up to three times per year. The staff/faculty member also will be given the ability to change his/her password at any given time. These staff/faculty members are allowed to have independent access to the Internet at work and are expected to abide by the normal rules of appropriateness.

M. Prior to use of school computers, computer networks, the Internet, and other online services accessed through district resources, each employee shall sign an Employee Access Contract, specifying awareness of the restrictions of the district's employee Acceptable Use Policy.

**Unified School District 470 - Arkansas City Public Schools**

**EMPLOYEE COUNSELING REPORT**

Name \_\_\_\_\_ Position \_\_\_\_\_ Date \_\_\_\_\_

Department \_\_\_\_\_ Building \_\_\_\_\_ Supervisor \_\_\_\_\_

**Type of Action:**

\_\_\_\_\_ Conduct/Behavior                      \_\_\_\_\_ Oral Warning                      \_\_\_\_\_ Suspension  
\_\_\_\_\_ Performance                      \_\_\_\_\_ Written Warning                      \_\_\_\_\_ Job Probation

Date of Previous Action(s) \_\_\_\_\_ 2<sup>nd</sup> Warning \_\_\_\_\_ Termination \_\_\_\_\_

**Describe the action and impact on job and/or company. (Include date, time, place, specific details, and rule violated.)**

**Expected improvement and/or standards for the future:**

**Next action if employee does not meet the improvement/standards required:**

**Employee Comments:**

**Supervisor's Comments:**

I acknowledge that the above evaluation has been discussed with me and my signature does not imply agreement or disagreement.

\_\_\_\_\_  
**Employee's Signature/Date**

\_\_\_\_\_  
**Supervisor's Signature/Date**

\_\_\_\_\_  
**Reviewed by/Date**

-----  
COPY TO:      Employee  
                  Supervisor  
                  Personnel

\_\_\_\_\_  
Reviewed By/Date

Arkansas City  
Unified School District 470

VOLUNTARY SEPARATION

Date of Notice \_\_\_\_\_

Employee Name \_\_\_\_\_

Effective Date \_\_\_\_\_

Position/Dept. \_\_\_\_\_

This is my official notice of resignation from Unified School District 470.

My reason for resigning: (attach letter if given)

I have no claims or grounds for claims against my employer during my employment. My resignation is voluntary and is not a forced leaving.

\_\_\_\_\_  
Employee's Signature / Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness's Signature

\_\_\_\_\_  
Date

## SUPERVISORS' DISCIPLINE GUIDELINES

O - Oral

W - Written

SI - Suspended pending investigation  
w/o pay

J - Job Probation

T - Terminate

S - Suspended pending investigation  
w/ pay

Any T will be SI first if 1st  
offense. SI and T only  
with approval of Asst Sup  
S may be used at any time  
for any incident.

	Incident	Offense		
		1st	2nd	3rd
1. No call, no show	1 day	W	J or T	T
	2 consecutive days	J	T	
	3 or more consecutive days	T		
2. Possession of illegal drugs or alcohol		J or T	T	
3. Selling of illegal drugs or alcohol		T		
4. Unauthorized absence from work		J	T	
5. Under influence of illegal drugs or alcohol		T		
6. Purposeful destruction of company property		J or T	T	
7. Fighting: with other employees or with management		J or T	T	
8. Intimidation or harassment of other employees or management		J or T	T	
9. Insubordination		W or J	J or T	T
10. Theft		J or T	T	
11. Uncooperative with administrator or other school employees		W or J	J or T	T
12. Walking off job w/o reason or permission		W	J or T	T

REPORT OF ACCIDENT

Name (Accident Victim) \_\_\_\_\_ School/Building \_\_\_\_\_

Student ( ) Employee ( ) Other ( )

Date of accident: \_\_\_\_\_ Time of accident: \_\_\_\_\_ a.m. / p.m.

**FOR EMPLOYEES ONLY**

Social Security #: _____ Home Phone #: _____
Date of Birth: _____
Was the employee wearing required safety equipment? Yes No N/A
Describe: _____

How did the accident occur, according to the victim? (describe persons, actions, equipment, conditions)

Names of any witnesses:

What injuries did the victim say he/she incurred? (Be specific - right arm, left arm, etc.)

Was first aid given and if so, by whom?

Did the injured person go to a physician? Yes No

If yes, what treatment was prescribed ?

\_\_\_\_\_  
Signature Accident Victim

\_\_\_\_\_  
Date

\_\_\_\_\_  
Person Reporting Accident

\_\_\_\_\_  
Date

Copies to:

Principal or Supervisor

Reviewed by: \_\_\_\_\_

Business Mgr. or Safety Coordinator

Reviewed by: \_\_\_\_\_