

# SUPPORT STAFF HANDBOOK



**ROLLA SCHOOL DISTRICT**

**USD #217**

**2018-2019**

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# **Rolla School District #217**

## **Support Staff Handbook**

### **Introduction**

You are now part of the Rolla Unified School District 217. You are part of a school district that is not only widely respected for the quality of its educational program, but also for the integrity of its relationship with employees, students, and the public, as well as the community which this facility is located.

We want to make our school both highly productive and an excellent place to work. This will happen if everyone working here realizes that they have an important role to play in achieving these goals. It will be your responsibility to do your job in a way that will make our district productive and efficient.

All school district employment is at will and for no definite term and subject to termination by either party at any time without cause. The policies, procedures, and benefits of the district for the support staff are described in this handbook. Please read it carefully and keep it for easy reference. From time to time, policies may be revised due to our changing needs.

### **Mission Statement**

**Rreal  
Opportunities for  
Lifelong  
Learning for  
All Students**

### **Notice of Nondiscrimination**

USD 217 does not discriminate on the basis of sex, race, color, national origin, disability, or age in admission or access to, or treatment or employment in, its programs or activities. Any questions regarding the compliance with Title VI or Title IX may be directed to the Title IX Coordinator, Kimberly Mauk. Any questions regarding the compliance with Section 504 may be directed to the 504 Coordinator, school guidance counselor. These Coordinators may be reached by calling (620) 593-4344, P. O. Box 167, Rolla, KS 67954.

## **Grievance Procedure**

U.S.D. 217 does not discriminate against any individual or groups of individuals based upon Section 504 of the Rehabilitation Act of 1973.

Should any person believe that U.S.D. 217 has failed to apply any of the regulations set forth in the above name acts, he or she may register a complaint, which will begin the grievance process, with the district's 504/ADA Coordinator. Address complaints to:

School Guidance Counselor  
U.S.D. 217, Rolla Schools  
PO Box 167  
Rolla, Kansas 67954

If any person believes that he/she has a valid reason for grievance, he/she shall informally discuss the grievance on a verbal basis with the coordinator. The district coordinator shall then investigate the complaint and provide a written reply to the complainant. If the complainant is unsatisfied with the written reply, formal procedures may be initiated through the following procedures:

### ***Formal Procedures***

1. A signed written complaint shall be submitted by the complainant to the 504/ADA coordinator within 10 business days following receipt of the answers to the informal process. The Coordinator shall further investigate the grievance and reply within 10 business days.
2. If the complainant wishes to appeal the decision of the Coordinator, he/she may submit a signed statement of appeal to the U.S.D. 217 Board of Education within 10 business days of receipt of the Coordinator's response. The Board of Education shall meet with all parties involved, reach a conclusion, and respond in writing to the complainant within 10 business days.
3. If the complainant remains unsatisfied, he/she may appeal the Board of Education's decision within 10 business days of receipt of the written decision in step 2 above. The Board of Education shall meet with the complainant within forty days of the receipt of the appeal. A copy of the board's disposition of the appeal shall be sent to each concerned party within 10 business days of the meeting.
4. Mediation is voluntary to both parties and offers another avenue to resolve the complainant's concern. Mediation may be utilized at any step of the grievance process. If the complainant and the Board of Education are unable to resolve a conflict concerning a student with a disability, then mediation is an available option. The mediator is a neutral third party and therefore has no power to make a decision regarding the dispute. He/she will listen to the views of each party and will assist in developing an acceptable solution to the problem. The mediator has been trained to handle special education and Section 504/ADA disputes.
5. At any time, the complainant may file a complaint with the Office of Civil Rights:

Office of Civil Rights  
Department of Education  
10220 North Executive Hills Boulevard  
Kansas City, MO 64153  
(816) 891-8103 Voice  
(816) 374-6461 TDD

# Section 504/ADA Discrimination/Grievance

Date: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

School: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

### Summary of Grievance:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If others are affected by the possible violation, please give their names and/or positions:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Person Receiving Grievance

\_\_\_\_\_  
Date

## Training

Your supervisor will give you important “on the job training”. Training will start the day you go to work and will continue for as long as you are with the district, for we feel that training never stops. We encourage you to have the desire and determination to learn, to grow, to develop, to ask questions, to show an interest in jobs around you, and to respond to new ideas and techniques.

## Employee Communication

Open, frequent, and meaningful communications between all employees is an essential building block of a good working environment. Several means will be used to open communication channels for all employees:

### A. Performance Improvement Process:

Each employee’s performance may be reviewed and discussed with their supervisor annually as a minimum.

### B. Problem Solving Process:

When people work closely together, it is only natural that problems, questions, or complaints may arise. It is in the interest of all employees that these issues are resolved as quickly and fairly as possible. The following procedure has been developed as a guideline for resolution of questions, problems, or conflicts:

1. If you have a work related or personal problem that you think the district can help you resolve, discuss it with your supervisor. Supervisors are usually in the best position to help you.
2. If you do not get a response, or you are not satisfied with the response, the problem or request should be written down and presented to your supervisor. Your supervisor will respond to you within the next two (2) working days.
3. In the unlikely event that the preceding steps have not satisfied you, take your problem to the Superintendent. In rare instances, a problem may arise that you feel you cannot discuss with your supervisor. You should bring this kind of matter directly to the attention of the Superintendent. Be sure to coordinate your time away from your work with your supervisor.
4. If you feel the decision of the Superintendent is incorrect or unjust, you may appeal to the USD #217 Board of Education. Their decision shall be final. This appeal shall be made through the office of the Superintendent so that the appeal can be placed on the board agenda.

Problems do arise in all work places and this problem solving process has been established to identify and correct problems or complaints. We hope that you will follow the procedure. No employee need fear penalty for using it. You will find that most problems will be solved at the first level, but you should feel free to use the full process if necessary.

## Pay Periods and Pay Day

The monthly pay period will be as set by the Payroll Clerk in June of each year. Paychecks will be issued on or about the last working day of the month.

## Overtime Pay

All hourly employees shall be paid 1½ times their regular straight hourly rate for all time worked in excess of forty (40) hours per week. Overtime work **must be approved in advance**, when it is foreseeable, by the employee's immediate supervisor. However, upon the agreement of the employee and Supervisor, an employee may receive compensatory time at 1½ times the amount of time worked over 40 hours per week. An employee may receive up to no more than 240 total hours of comp time at one time, after which any overtime is then paid at an overtime rate. If an employee terminates employment, all comp time must be cashed out.

## Benefits

All employees, as classified in this handbook, are eligible for participation in KPERS retirement program, health insurance, life and cancer insurance, annuities, and salary protection insurance. These benefits are covered under section 125 cafeteria plan. The employees are eligible immediately upon employment; however, they may be required to fulfill any waiting period set by the insurance company. The district's contribution to the program is subject to change from year to year.

## Employment Classifications

In the Rolla School District, many of our departments have varying operating requirements. Accordingly, the district employs different classifications of employees which will permit the kind of flexibility demanded. Employee wages and benefits are regulated by employment classification. Those classifications are as follows:

### ***Regular Full-Time Employee:***

An employee who works forty (40) or more hours per week for at least twelve (12) consecutive months during the calendar year. This employee shall be eligible for full-time employee benefits including: participation in the KPERS retirement program, paid holiday leave, paid vacation leave, paid sick leave, paid personal days off and other benefits and considerations as provided.

An employee who works thirty (30) hours or more per week for at least nine (9) but less than twelve (12) consecutive months during the calendar year shall be eligible for paid holiday leave during the months of actual work only, paid sick leave, paid personal days off.

### ***Regular Part-Time Employee:***

An employee who works less than thirty (30) hours per week and less than 12 months per year. This employee receives no benefits but is eligible to participate in Cafeteria 125 plans.

### ***On-Call Employee:***

An employee who works only when called upon by the Administration as needed for substitute purposes. This employee's hours will fluctuate from week to week; they are not eligible for the benefits as listed above.

### **Work Hours**

Hours will be assigned to you at the time of employment by your supervisor or the Administration, and are subject to change with the needs of the district. Your immediate supervisor or the Superintendent must approve any adjustment in your working hours in advance. The district office will in turn be notified of the approved changes.

### **Attendance**

Upon acceptance of employment, you assume a duty to come to work as scheduled. If you will be late or absent, you are required to call your supervisor or the Administration. When calling, please give the following information:

1. Your name
2. Date and reason for absence
3. Expected date of return

Calls must be made during the hour prior to the start of your work or before. If an emergency prevents you from calling during the hour before the start of your work, please call as soon as possible. Failure to call is an unexcused absence and will result in disciplinary action.

Vacations, bereavement leave, sick leave, civic duty or court subpoena, and absence for worker's compensation, when proper approvals have been received, or time off for disciplinary suspensions shall be viewed as excused absences.

### **Time Cards**

The federal government requires all employers to keep accurate records of time worked for all hourly rated employees. Our time keeping system works not only to insure our compliance with the law but also to assure all of our employees that they will be paid for all the time they spend working. Therefore, no hourly rated employee will be permitted or required to perform work of any kind for any reason unless their time is recorded on their time card for pay purposes.

The following procedure will be followed concerning all hourly rated employees:

1. No employee shall be allowed, permitted or asked to perform work of any kind or for any reason when they are not on duty. If any employee is asked to do so, the request must be reported to the superintendent.
2. No employee is allowed to keep another's time card for any reason.
3. The time card will be used to compute the employee's earnings. Each employee is to be paid time for time. No rounding will take place.
4. Time cards are to be completed in full by the employee. The hours worked are to be listed on a daily basis. Hours are to be recorded electronically unless problems arise



to prevent this. Hand recorded hours are acceptable only on the occasion that one may forget to clock in or out, a reasonable estimate may be noted on the time card, initialed by immediate supervisor and reported to administration.

## **Leave of Absence**

### ***General Conditions Covering All Types of Leave***

Other than specifically provided for in this agreement, the Board shall not pay for unused leave benefits when and if the employee leaves the employment of the district.

### ***Annual Leave (Vacations)***

The Rolla School District offers its “regular full-time” employees the following vacation leave according to the job classification on page seven:

There is an annual vacation of two weeks. All regular full-time employees who have ten or more years of service in the district will be offered a three week annual vacation. Vacation cannot be taken until six months after hire.

All vacation/annual leave accrued during the fiscal year (July 1-June 30) must be taken by the payroll cutoff date in September following the last day of May unless special or unusual circumstances warrants an exception. Employees may not receive pay in lieu of annual leave not taken unless specifically granted by the superintendent.

All annual leave requests must be approved at least two (2) weeks in advance by the employee’s immediate supervisor and the superintendent prior to taking the leave.

If your employment is terminated (voluntarily or involuntarily), there is no compensation for unused vacation or annual leave.

### ***Sick Leave***

Each regular full-time employee is granted ten (10) days of sick leave with pay per year, the unused portion of which will be allowed to accumulate to a total of ninety (90) days.

An employee may use accumulated sick leave for the employee’s illness, injury or disability or for the illness or injury to persons in the employee’s immediate family.

All employees who, because of personal illness, have been absent for five (5) or more consecutive days must present a release from their personal physician before returning to work. At the superintendent’s discretion, this requirement may be waived.

### ***Personal Business Leave***

Personal business leave is to be used for those matters of personal business, which cannot be scheduled when school is not in session. The following conditions shall govern the granting of personal business leave.

1. Regular full-time employees will be granted three (3) days of personal business leave per year. Unused personal business leave may accumulate from one school year to the next not to exceed a total of six (6) days in any one school year.
2. Personal business leave will not be granted on the day preceding or the day following a school vacation period. This condition may be waived by the superintendent if it is

the opinion that the absence was due to a circumstance over which the employee had no control.

3. Personal business leave will not be approved during the first five (5) school days or during the last ten (10) school days unless approved by the employee's supervisor and through him/her to the superintendent.
4. Requests for personal business leave will be submitted to the employee's supervisor at least twenty-four (24) hours prior to the day when the requested leave is to be taken, unless extenuating circumstances occur over which the employee has no control.

### ***Emergency and Legal Leave (Without Pay)***

Other types of emergency leave and legal leave without pay may be granted by the superintendent. Other types of emergency leave with pay may be granted at the discretion of the Board. No legal leave shall be granted with pay unless authorized by the Board.

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

### ***Disability Leave***

The Board may grant leave of absence for disability with or without pay. A leave of absence is a temporary suspension of duties subject to other provisions of this agreement.

The Family and Medical Leave Act of 1993 (FMLA or Act) allows "eligible" employees to take job-protected, unpaid leave, or to substitute appropriate paid leave if the employee has earned or accrued it, for up to a total of 12 workweeks in any 12 months because of the birth of a child and to care for the newborn child; because of the placement of a child with the employee for adoption or foster care; because the employee is needed to care for a family member (child, spouse, or parent) with a serious health condition; or because the employee's own serious health condition makes the employee unable to perform the functions of his or her job. In certain cases, this leave may be taken on an intermittent basis rather than all at once, or the employee may work a part-time schedule.

An employee on FMLA leave is also entitled to have health benefits maintained while on leave as if the employee had continued to work instead of taking the leave. If an employee was paying all or part of the premium payments prior to leave, the employee would continue to pay his or her share during the leave period.

An employee generally has a right to return to the same position or an equivalent position with equivalent pay, benefits and working conditions at the conclusion of the leave. The taking of FMLA leave cannot result in the loss of any benefit that accrued prior to the start of the leave.

The employer has a right to 30 days advance notice from the employee where practicable. In addition, the employer may require an employee to submit certification from a health care provider to substantiate that the leave is due to the serious health condition of the

employee or the employee's immediate family member. Failure to comply with these requirements may result in a delay in the start of FMLA leave. Pursuant to a uniformly applied policy, the employer may also require that an employee present a certification of fitness to return to work when the absence was caused by the employee's serious health condition. The employer may delay restoring the employee to employment without such certificate relating to the health condition, which caused the employee's absence.

### ***Bereavement***

All regular full-time employees shall be granted bereavement leave with pay, as needed in order to make arrangements for and/or attend the funeral of a member of their immediate family. An employee's immediate family is defined as including the employee's spouse, parents, children, grandchildren, brothers, sisters, nieces, nephews, grandparents, mother-in-law, father-in-law, sons-in-law, and daughters-in-law. Pay for each day approved shall be for the employees regularly scheduled hours, not to exceed eight (8) hours. Days used shall be deducted from accumulated sick leave. Other bereavement leave may be granted by the employee's immediate supervisor and the superintendent prior to taking the leave. If the employee has no sick leave to use as bereavement leave, the employee will be allowed to take leave without pay.

### ***Jury Duty***

A regular full-time employee required to serve on a petit jury and who does serve, shall be paid for the difference between the employees' regular straight time weekly pay and the jury fee for service, (not including any expense money received) for a maximum of two (2) weeks. However, if the employee is released from duty any day or part of a day, he shall report for work. The employee must notify his supervisor and the district office immediately upon receipt of notice for selection of jury service.

### ***Military Leave***

Employees who may be required to serve on active duty in any branch of military service will be granted a military leave of absence without pay. Such employees will be required to provide the office notice of activation and will, accordingly, receive full benefits and privileges outlined by the Veteran's Re-Employment Act. Employees may, if they choose, use earned vacation time to attend summer training camps, etc., but they will not be required to do so.

### ***Holidays***

The district provides the following days as paid holidays to all regular full-time employees:

New Year's Day	Good Friday	Memorial Day
Independence Day	Labor Day	
Thanksgiving Day & Friday following		Christmas Day

When a holiday falls on Sunday, the following Monday will be considered a paid holiday, and when a holiday falls on a Saturday, the preceding Friday will be considered a paid holiday providing school is not in session.

All regular full-time employees will receive his/her regular straight time hourly rate based on their regularly scheduled hours up to eight (8) hours of pay for the paid holidays listed.

## **Smoking and Chewing Tobacco**

Smoking and tobacco product use is **not** allowed in school district property by **state law**.(KS. Statute 72-53,107)

## **The District's Property**

Every employee will be working with district equipment, using supplies, and handling school property. The best rule is to use and take care of school property with the same good sense you show for your own property. Here are a few guidelines:

1. Equipment is costly and designed for a certain purpose. It should be restored to good clean operating condition when you have finished. Return movable equipment to proper storage area.
2. Supplies are necessary, however, they add to the cost of the district. Therefore, they should be used sparingly and not wasted. Always be sure you are using the proper supply items and in the correct size. All supplies must be kept neat and clean and in the proper storage area.

## **U.S.D. 217 Employee Internet Usage**

Internet use is a privilege, and as such is to be used with regard to district policies. Internet use is not to interfere with job performance or to take up an inordinate amount of work time. USD 217 strictly forbids accessing inappropriate sites in compliance with community standards of decency. Violation of this policy may result in job termination.

## **Personal Phone Calls**

You will have access to a public phone, which you will be able to use either during rest periods or during your lunch break. Telephone calls to the school should be limited to attendance reporting and emergency calls only.

## **Use of Cell Phones or Electronic Devices**

Use of cell phones or other electronic devices should be held to a minimum and should never be on or in use during the course of the employees normal work duties. Special permission may be given for use in emergency situations by administration.

## **Personal Responsibility for Behavior**

Just as rules for conduct or behavior are established and necessary with your family, outside organizations, club or sporting activity, so it is within the Rolla School District. We feel most people know the common rules of good conduct. To abide by them is simply good manners and is beneficial both individually and collectively. Realistically, there may be persons whose conduct is not in accordance with the school's expectations. In fairness to all, we feel we must clearly identify the district's position on certain critical matters relating to work conduct.

There are certain behaviors that are prohibited:

- Fighting on district property
- Stealing, either from co-workers, students, or from the district
- Willful damage of the property of other employees or the district
- Continued use of abusive language towards fellow employees or supervisors
- Misuse of or tampering with fire protection or safety equipment
- Falsification of school records
- Knowingly making entries on another employee's time card
- Violation of the no soliciting-no distribution policy
- Possession of firearms or other harmful weapons on school property
- Intoxication or possession of or use of intoxicants or controlled substances on school property
- Refusal to carry out work assignments as directed
- Insubordination or failure or refusal to maintain good working atmosphere
- Performing personal work during work hours
- Deliberate or repeated negligence in reporting hours worked, productivity, or other reports

The above list is not intended to cover every situation that may arise, but does identify areas of special concern. You can see that you will be working well within the district's expectations if you simply use common sense and if you respect the rights and property of co-workers and the Rolla School District.

No soliciting for any purpose or cause will be allowed during working time anywhere on district property. There will be no distribution of written materials at any time or selling in the work areas of the district or during the working time of any employee involved. Solicitation or distribution of any kind of non-employees is prohibited at all times anywhere on school property.

For purpose of this policy, "working time" is defined as time during which the employee is scheduled to work, except for meal or rest breaks. "Work areas" are all other areas of the district property except restrooms, marked break areas, dining areas, parking lots, or sidewalks.

## **Workers Compensation**

### ***Injuries Occurring When an Employee is "Under the Influence"***

The Workers' Compensation Law clearly states that compensation is not payable if the injury was caused primarily by the intoxication of the employee or by the influence of any drugs, barbiturates, or other stimulants not prescribed by a physician. Under the law, the employer may require the employee to submit to a test for the presence of any or all drugs or alcohol in his or her system. If the injured worker refuses to submit to a drug test, it shall be presumed in the absence of clear and convincing evidence to the contrary that the injury was caused primarily by the influence of drugs or alcohol.

### ***Recreational and Social Activities***

Recreational and social activities are not compensable unless such recreational or social activities are an expressly required incident of employment and produce a substantial direct benefit to the employer beyond improvement in employee health and morale that is common to all kinds of recreation and social life.

### ***Injuries Suffered While Traveling to and From Work***

An injury suffered while going to or coming from work is not an injury arising out of and in the course of employment whether or not the employer provided transportation if such means of transportation was available for the exclusive personal use by the employee, unless the employee was engaged in a special errand or mission for the employer, or access to the vehicle was an integral element of the employment. An employee, who is injured while deviating from the course of his employment, including leaving the employer's premises, is generally not eligible for benefits unless such deviation is expressly approved by the employer.

### ***Horseplay***

An employee who is injured during horseplay occurring in the course of the workday is not entitled to benefits unless the injured employee is an innocent victim not participating in the activity.

### **Student Privacy Rights**

District employees may have ongoing opportunities to access confidential information or records that are required to be kept confidential. Much of the student information processed by district employees is confidential, and state and federal law limits its release; for example, driver record and vehicle registration information, confidential student records, criminal history background check information, information obtained pursuant to Social and Rehabilitation Services (SRS) interventions, social security number information, and professional misconduct background checks.

Employees are prohibited from divulging information contained in the student records and files of the district, except to other, authorized employees who may need such information for an educational purpose in connection with their duties and to authorized persons or agencies only in accordance with law, district policies, and administrative rules.

If an employee is approached to provide information inappropriately, the employee must refuse to release the requested information unless authorized by his/her supervisor or otherwise be required to release the information under law or court order. In all cases, the employee's immediate supervisor shall immediately be informed, of any requests.

Any employee who inappropriately releases information, or uses confidential information obtained in the course of his/her employment with the district will be disciplined in accordance with board policies, the negotiated agreement, and district procedures. Disciplinary action may include penalties, up to, and including, termination.

*Adopted as handbook language 8/8/2005 by USD 217 Board of Education*

## **Salary Schedule**

The superintendent will determine the minimum starting wage for support staff. Reviewing the employee's work experience, education, training, and other related factors may set an employee's compensation.

## **Crisis Intervention Plan**

See District Crisis Plan for details

The following procedures would be implemented in the case of:

- A. Death of Student
- B. Death of Staff Member
- C. Injury of Student or Staff
- D. Natural Disaster (i.e. fire, tornado)
- E. Terrorism
  1. The superintendent or his designee will implement the district intervention plan.
  2. An information blackout will be imposed at each building level.
  3. All inquiries and all releases of information will be handled through the office of the superintendent.
  4. A crisis intervention team of trained mental health workers will be called to work with staff, parents and students on a tiered level.
  5. A general announcement will be prepared for students, staff, parents, and public.
  6. Staff meetings will be called immediately at each building level and support level.
  7. Parents will be invited into the school, but schools will remain open and as normal as possible.

## **Sexual Harassment**

Sexual harassment may include unwelcome sexual advances, requests for sexual favors, or other verbal or physical contact of a sexual nature when such conduct creates an offensive, hostile and intimidating working environment and prevents an individual from effectively performing the duties of their position. It also encompasses such conduct when it is made a term or condition of employment or compensation, either implicitly or explicitly and when an employment decision is based on an individual's acceptance or rejection of such conduct.

Sexual harassment crosses age and gender boundaries and cannot be stereotyped. Among other perceived unconventional situations, sexual harassment may even involve two women or two men.

Sexual harassment may exist on a continuum of behavior. For example, one form of sexual harassment may be that of an employee showing offensive pictures to another employee.

Generally, two categories of sexual harassment exist. The first, "quid pro quo," may be defined as an exchange of sexual favors for improvement in your working conditions

and/or compensation. The second category, “hostile, intimidating, offensive working environment,” can be described as a situation in which unwelcome sexual advances, requests for sexual favors, or other verbal or physical contact of a sexual nature when such conduct creates an intimidating or offensive environment. Examples of a hostile, intimidating, and offensive working environment includes, but is not limited to, pictures, cartoons, symbols, or apparatus found to be offensive and which exist in the workspace of an employee.

USD 217 prohibits any employee from retaliating in any way against anyone who has raised any concern about sexual harassment or discrimination against another individual.

USD 217 will investigate any complaint of sexual harassment and will take immediate and appropriate disciplinary action if sexual harassment has been found within the workplace.



**Emergency Safety Interventions**

**GAAF**      **Emergency Safety Interventions** (See GAO, JRB, JQ, and KN)      **GAAF**

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

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

**Definitions**

“Campus police officer” means a school security officer designated by the board of education of any school district pursuant to K.S.A. 72-6146, and amendments thereto.

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

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

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

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

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

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

“Parent” means: (1) a natural parent; (2) an adoptive parent; (3) a person acting as a parent as defined in K.S.A. 72-3122(d)(2), and amendments thereto; (4) a legal guardian; (5) an education advocate for a student with an exceptionality; (6) a foster parent, unless the student is a child with an exceptionality; or (7) a student who has reached the age of majority or is an emancipated minor.

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

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

“School resource officer” means a law enforcement officer or police officer employed by a

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

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

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

Prohibited Types of Restraint

All staff members are prohibited from engaging in the following actions with all students:

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

Use of Emergency Safety Interventions

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

ESI Restrictions

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

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

Use of Seclusion

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

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

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

Training

All staff members shall be trained regarding the use of positive behavioral intervention strategies, de-escalation techniques, and prevention techniques. Such training shall be consistent with nationally recognized training programs on ESI. The intensity of the training provided will depend

upon the employee's position. Administrators, licensed staff members, and other staff deemed most likely to need to restrain a student will be provided more intense training than staff who do not work directly with students in the classroom. District and building administration shall make the determination of the intensity of training required by each position.

Each school building shall maintain written or electronic documentation regarding the training that was provided and a list of participants, which shall be made available for inspection by the state board of education upon request.

Notification and Documentation

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

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

The parent shall be provided the following information after the first and each subsequent incident during each school year: (1) a copy of this policy which indicates when ESI can be used; (2) a flyer on the parent's rights; (3) information on the parent's right to file a complaint through the local dispute resolution process (which is set forth in this policy) and the complaint process of the state board of education; and (4) information that will assist the parent in navigating the complaint process, including contact information for Families Together and the Disability Rights Center of Kansas. Upon the first occurrence of an incident of ESI, the foregoing information shall be provided in printed form or, upon the parent's written request, by email. Upon the occurrence of a second or subsequent incident, the parent shall be provided with a full and direct website address containing such information.

Law Enforcement, School Resource, and Campus Security Officers

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

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

Documentation of ESI Incidents

Except as specified above with regard to law enforcement or school resource officer use of emergency safety interventions, each building shall

maintain documentation any time ESI is used with a student. Such documentation must include all of the following:

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

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

#### Reporting Data

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

#### Parent Right to Meeting on ESI Use

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

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

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

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

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

#### Local Dispute Resolution Process

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

The board of education encourages parents to attempt to resolve issues relating to the use of ESI informally with the building principal and/or the superintendent before filing a formal complaint with the board. Once an informal complaint is received, the administrator handling such complaint shall investigate such matter, as deemed appropriate by the administrator. In the event that the complaint is resolved informally, the administrator must provide a written report of the informal resolution to the superintendent and the parents and retain a copy of the report at the school. The superintendent will share the informal resolution with the board of education and provide a copy to the state department of education.

If the issues are not resolved informally with the building principal and/or the superintendent, the parents may submit a formal written complaint to the board of education by providing a copy of the complaint to the clerk of the board and the superintendent within thirty (30) days after the parent is informed of the incident.

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

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

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

Approved: July 9, 2018

Superintendent:\_\_\_\_\_

KASB Recommendation – 6/13; 12/13; 6/15; 6/16; 6/18

## Final Thoughts

We hope this Support Personnel Handbook has acquainted you with the Rolla School District. We have tried to cover the most important aspects of the operation. We hope that we have indicated your role in our organization. Handbooks often raise questions as well as answer them. If this handbook has brought questions to your mind, please discuss them with your supervisor or the superintendent.

Rolla School District 217 is dedicated to giving excellent education to our students and a feeling of pride in our community. We are pleased that you are a part of this.

## Signature Page 2018-2019

To: Superintendent  
Rolla School District #217

This certifies that I have received and read the Support Staff Handbook, which includes the district's rules.

I understand this handbook is my contractual agreement with USD 217 and a copy of this agreement will be placed in my personnel file.

All employment is at the will of the employer and employee. No employment is for any stated term and the employer and employee have reserved the right to terminate at any time without cause.

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Superintendent  
Rolla School District #217

\_\_\_\_\_  
Date

cc: Employee Personnel File