

TEACHER HANDBOOK



**ROLLA SCHOOL DISTRICT
USD #217**

2018-2019

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Rolla Unified School District No. 217

Mission Statement

Of

Unified School District No. 217

Rolla, Kansas

Read **O**pportunities for **L**ifelong **L**earning for **A**ll Students

Recognizing the dynamic nature of the world, our school will periodically assess and adjust the curriculum to insure that our students receive the best possible preparation for the world they will encounter.

Exit Outcomes

Each graduate of Rolla High School should demonstrate the following:

1. Personal Skills
Self discipline moral integrity, maturity, responsibility, and the ability to maintain personal health and fitness.
2. Practical Skills
The ability to expand in the areas of locating and using information, communicating (reading, writing, speaking, and listening), organizing, managing, and developing problem solving skills.
3. Social Skills
The ability to cooperate, the ability to compromise, and the ability to appreciate diversity.
4. Family Development
An awareness of the skills necessary for family growth and the basic skills necessary for assuming one's responsible contribution to the family.
5. Citizenship
The ability to apply knowledge necessary for effective citizenship.
6. Academic Skills
The ability to reason, comprehend, evaluate, and apply acquired knowledge.

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

USD 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 USD 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
USD 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 USD 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

6. Parents of the qualified student with disabilities, or the school may call for a due process hearing regarding differences involving the education of the 504/ADA qualified student.

Section 504 Due Process Hearing Procedure

The impartial due process hearing is to resolve differences involving the education of Section 504 qualified students with disabilities when such differences cannot be solved by means of a less formal procedure.

DUE PROCESS is defined here as an opportunity to present objections and reasons for the objections to the decisions and/or procedures used by the school under Section 504. A Section 504 due process hearing may be called at the request of the school, or a parent, guardian, or surrogate parent of the student.

The proceedings will be presided over and decided by an impartial hearing officer. An impartial hearing officer is a person selected to preside at a due process hearing to assure that *proper procedures are followed and to assure the protection of the rights of both parties.*

A copy of the hearing officer's decision shall be delivered to the school and the parent or guardian following completion of the hearing.

A written or verbatim recording of the due process hearing should be on file at the school office and should be available for review upon request by the parents or involved parties.

It is important the PARENTS OR GUARDIANS be notified of their right to request a hearing regarding the identification, evaluation, or educational placement of persons with disabilities.

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

Staff Ethics

An effective educational program requires the services of men and women of integrity, high ideals, and human understanding. To maintain and promote these essentials, all employees of the district are expected to maintain high standards in their school relationships.

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.

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.

Hazing/Harassment/Intimidation/Bullying/Menacing

The board is committed to providing a positive and productive learning and working environment. Hazing, harassment, intimidation, menacing or bullying by students, staff or third parties is strictly prohibited and shall not be tolerated in the district.

Students whose behavior is found to be in violation of this policy will be subject to discipline, up to and including expulsion. Staff whose behavior is found to be in violation of this policy will be subject to discipline, up to and including dismissal. Third parties whose behavior is found to be in violation of this policy shall be subject to appropriate sanctions as determined and imposed by the superintendent or board.

Individuals may also be referred to law enforcement officials.

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

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 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 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.

Credentials

It is necessary that each teacher in the system have the following on file in the superintendent's office prior to the issuance of September checks.

- A. Original Kansas Teaching Certificate
- B. Official transcript of all college credits
- C. Up-to-date set of credentials

Time Schedules

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

The duty day for all certified staff members will be published each year by August by the superintendent or building principal as the case may be. Each certified employee shall receive a copy of such publication before each school year begins.

Work Load

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

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

Duty Day

The duty day for teachers under a four (4) day school week calendar shall be no more than nine (9) hours, not including lunch period. The workday for certified staff will begin at 7:35 a.m. and end at 4:20 p.m.

Activity Leave

Teachers who have children participating in a school sponsored activity and wish to leave early to support those activities may:

1. Use personal days according to the USD #217 Negotiated Agreement.
2. Leave after the students are released to go home (4pm) if approved by the building administrator

Reminder: All personal leave is to be approved by the building administrator.

Staff Meetings

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

Additional Duty

In addition to extra duty and supplemental duty, which is assigned and compensated for as specified in the negotiated agreement, the Board shall establish out-of-class educational assignments that may extend beyond the duty day or time class is in session for the purpose of providing for desirable educational programs.

Hallway Supervision

Teachers are expected to be supervising students from 7:50 a.m. until the first classes start and also from 4 p.m. to 4:05 p.m. **Teachers should be supervising in their classrooms and/or halls during period breaks. This means that no teachers should be in the teachers' lounge, athletic office, or someplace else other than classroom or hallways during the above specified times.**

Non-School Employment

Certified employees shall not be permitted to engage in outside employment that, by its nature or duration, will impair effectiveness of their instructional service.

Consulting

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

Requests for approval to serve as a consultant shall be submitted in writing to the superintendent, who shall forward the same together with his recommendation to the Board for consideration.

Use of Building

The Administration has no objection to teachers working in the buildings in the evening, on weekends, or during holiday periods. It is imperative that staff be vigilant in regards to the matter of lights, heat/air conditioning, locked doors, unnecessary visitors, etc.

Keys

Each teacher will be supplied with keys for the following:

1. Key to one (1) door of the building.
2. Key to the classroom.
3. Key to desk and filing cabinet (as available).
4. Any other departmental keys.

Master keys are not available.

Payday

Teachers will be paid in twelve (12) equal monthly installments on or about the last working day of each month, subject to any terms and conditions set by the Board of Education.

Worker's Compensation

Teachers are covered by worker's compensation should they be injured while in the course of their required duties or at a school activity that they were required to attend.

Teacher Absences and Personal Leave

Leaves are in accordance with USD 217 Negotiated Agreement. If there are any questions, please refer to the Negotiated Agreement.

Family and Medical Leave Act

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 that caused the employee's absence.

Purchase Order Procedures

Anyone wanting to make a purchase of any kind must complete a purchase order via the AptaFund program which is sent to the principal for approval, then sent to the superintendent for his approval. No purchases will be made unless two signatures approving the purchase are on the purchase order request. Any items that are sent for on approval (i.e. software, DVD's, books, music, etc.) must have a completed and approved purchase order request prior to ordering the items.

Modeling Positive Behavior

THE TEACHERS' PART--

1. The way teachers behave affects the way students behave. Students sense the way you feel about your work and about the people who work with you. They reflect these feelings in their own attitudes and behavior.
2. Setting a good example is important to your success as a teacher. Support your school! Be enthusiastic and positive about school policies whether you agree with them or not. Don't place your students "in the middle"--let them know by your talk and actions that the welfare of the entire school depends upon good spirit, unity, and cooperation.

3. Carry this support and enthusiasm to the community and parents. Use conferences, etc., to build confidence in your school and in teachers. Be a professional person, both in and out of school. If you want to upgrade teaching, then make it proud of you by being proud of it! Remember: An “off-the-cuff” remark is often repeated.
4. Be punctual! Teachers take a dim view of tardy students-they are expected to be on time. But are you setting a good example? Are you on time for your class, faculty meeting, special meetings, and ground duty?
5. Get things done on time. Be sure you know, and meet, “due dates” and “deadlines” for reports, grades, records, etc. These areas may not seem important, but they can mean the difference between a happy or unhappy relationship with other teachers and administrators. So grin and bear them-but do them! On time!
6. Carry your share of the load. School involves many activities that take “out of school” time, sponsors, and supervision. It is worth the time it takes to establish a relationship that gives students a chance to see you in another role. It shows you really care about them and the school. So, whether it is clubs, plays, ball games, programs, or paper drives, don’t wait for “Bob to do it”-be willing to do your share.
7. This may be the hardest of all, but it’s important-don’t gossip! It may be “news” when you hear it, but it becomes “gossip” when you repeat it! Support your team, both to their face and behind their back!
8. How you dress, how you act, and how you support the team all add up to determine whether or not you are going to have a “winning year.” Your attitude is certain to be reflected in your students. Be sure it’s a good one.

School Disciplinary Procedure

A teacher may send a student to the office who is disrespectful, discourteous, disruptive, or a discipline problem at any time! A disciplinary referral form should be completed by the teacher and accompany the student to the office.

Before step one is used, the teacher should have a conference with the student and discuss any necessary improvement to avoid going to step one. The teacher should contact the parents about the student.

Step 1 -- Visit with principal and a letter will be sent along with a phone call to parents.

Step 2 -- An in-school suspension of 1 to 5 days with a parent attending with the student.

Step 3 -- A short term out of school suspension of 1 to 5 days.

Step 4 -- A long term out of school suspension of 6 days to the end of the semester.

Every one of the above steps will be followed with a letter to notify the parents. The letters for 3 and 4 will be sent certified mail. All steps will be at the discretion of the principal.

Extreme Discipline Problems

Bypass steps one and two.

Any disciplinary action involving students will be handled on an individual basis. Administrative suspension can range from one to five days. Board of Education expulsion can range from six days to the remainder of the present school year.

A student who is on short-term suspension (1-5 days) or a long term suspension will receive 0’s for those days of suspension.

Library

Introduction

The library is an attractive, quiet place where students may, with teachers’ permission, come to look up references on research projects or read for enjoyment. It is hoped that this aim can be achieved with a large measure of freedom for reasonable movement incidental to purposeful activity and with increasing self-direction on the part of each student in using the library. However, a student should never hesitate to ask the librarian for help in using any of the library tools or in locating materials that he or she requires whenever he or she needs such help. The librarian needs the cooperation of each student in making the

library a quiet, pleasant place in which to read and study and in keeping it orderly and attractive. Magazines and videos will be checked out for one (1) week. Books have a two (2) week check out period.

Check-Out Procedures

All material taken from the library, whether for one period or for a longer time, must be checked out by the librarian or the library assistant. All material must be returned to the circulating desk. Books may be rechecked, unless it has been reserved for another patron.

Videos are checked out after school or during free time for bus students. Videos may only be renewed one (1) time. Material to be rechecked must be with you at the time of the recheck. Reference books are not to leave the Library but may be checked out by the teacher.

Fines and Lost Material

If you lose a library book, you will have to pay the replacement cost. In the case of a lost magazine, you will have to pay the per copy price. Should you later find and return the lost book or magazine to the library, you will be refunded your money, provided it is in the same school year. There will be a fine of \$1.00 per day for overdue videos. Lost or damaged videos will be charged the replacement cost. There will be a fine of \$3.00 per day for overdue laptops.

Reporting of Grades

The student information system is set up on a semester format rather than nine weeks. However, parents / guardians with computer access and an email account will have access to student grades at any time. Four weeks prior to the first and third nine week grading periods parents will be sent notification via email if their student has a failing grade. At the end of each semester grading period an email will be sent notifying parents that they may access Grade cards on line. Parents without computer / email access or who request it, will receive hard copy forms of the 4 week, 9 week and semester reports. **It is the teacher's responsibility to update grading information on a weekly basis to insure parents receive up to date information.**

A complete individual cumulative record is kept on each student from grades K through 12. All personal data will be kept in this record, including all test results from standardized tests. A record of all high school subjects taken and grades and credits received in each will be kept in this record.

Grading Scale

The following grading system has been adopted and will be used in all JH / HS regular coursework:

A: 90 – 100	Excellent; outstanding
B: 80 – 89	Above average; does more than required
C: 70 – 79	Average
D: 60 – 69	Below average; low but passing
F: 59 – Below	Failure to pass

Dual credit classes will receive grades according to the college grading scale.

Summer Driver's Education class will receive a pass or fail grade. No letter grade will be given.

Honor Roll

In order for a student to be on the Superintendent's Honor Roll, that student must have all A's. To qualify for the Principal's Honor Roll, a student must have B's and A's with the exception that one C is allowed if it is offset by an A of equal value. The student must also have a grade point average of, at least, 3.3.

Textbooks

All necessary textbooks for regular coursework will be furnished by the District without rental fee; however, excessive damage or lost books must be paid for by the student. Any student enrolled in a college course will be responsible for textbooks needed.

Rolla High School Curriculum

Graduation Requirements

Graduation requirements for students of Rolla High School shall be as follows:

1. Four units in English, which must be English I, English II, English III, and English IV or College English.
2. Three units in Science, one is Biology; the other must be a General Science.
3. Three units of Mathematics.
4. One unit of Physical Education/Health.
5. Three units of History & Government, including World History, American History, and American Government
6. One unit of Personal Finance.
7. One unit of Computer Applications (Computer Applications I & II).
8. One unit of Fine Arts
9. A student's total credits must equal at least 22.

A student must complete at least three (3) courses in five (5) of the eight (8) following areas:

ENGLISH	SCIENCE	MATH	SOCIAL SCIENCE	BUSINESS	FACS	FINE ARTS	INDUS. ARTS
English I English II English III English IV College English	Phys Science Biology General Science Environmental Science Anatomy & Physiology Marine Science Astronomy Physics Chemistry Electricity	Pre-Algebra Gen. Math Algebra I Algebra II Geometry Business Math App. Math I App. Math II Trigonometry Calculus Col. Algebra Col. Trig	American History American Govt. World History Psychology Current Events Geography Street Law Col. Psych/ Col. Human Growth & Dev.	Gen Business/ Entrepreneurs Computer I/II Computer III Accounting I Accounting II Yearbook Newspaper Document App. In-house/ OTJ Training	Teen Living Family Living/ Parenting Independent Living Clothing Wellness and Nutrition Human Growth & Dev.	Band Vocal Theater Arts Speech Art College Speech	Construction Tech Construction Science Building Trades I Building Trades II Carpentry Welding
						FOREIGN LANG	MISC.
							PE/Health Coed PE Driver's Ed

The classes listed are required at the grade level indicated:

FRESHMAN

English I
Math
Physical Science
Computer I/II
PE/Health

SOPHOMORES

English II
Biology
Gen. Business/Entrepreneurship

JUNIORS

English III
American History

SENIORS

English IV
American Government

Monthly Schedule of Activities

A schedule of all school activities is published every month. Teachers are requested to inform the office of all activities in which their students participate so that the monthly activity schedule will be complete.

All scheduling of school activities must have prior approval of the principal. This includes the following:

1. Scheduling of all inter-scholastic activities, be they musical, athletic, or dramatic in character.
2. Scheduling of school individuals or groups as entertainment for meetings of civic or community organizations.
3. Approval for attendance at all district, regional, or state meetings. This applies to all departments.

The official school calendar is found in the district office and will be posted on the school website and updated as needed.

Church Night

All sports and school activities will end by 5:30 p.m. on Wednesday nights. No school activities will be conducted on Wednesdays unless the Board of Education determines otherwise.

Extra-Curricular Activities

A school's curriculum might be defined to include all of the experiences of the students for which the school accepts the responsibility. Many of these experiences cannot take place in the classroom during the school day. We define these experiences as extra-curricular activities. They are as follows:

- | | | |
|-----------------------|---------------------|-------------------|
| 1. Vocal Music | 5. Class Activities | 9. Scholars' Bowl |
| 2. Instrumental Music | 6. Organizations | 10. Cheerleading |
| 3. Athletics | 7. Dances | |
| 4. Forensics | 8. Lyceum Programs | |

Each of the school's extra-curricular activities is sponsored by school personnel. Many of the school's activities are regulated by the Kansas State High School Activities Association, of which Rolla Schools are members.

All students representing our school shall be expected to conduct themselves on the highest moral and sportsmanship levels.

Extra-Curricular and Social Activities

All activities must be placed on the school calendar and approved by the principal and superintendent at least one week ahead of time. The following general rules will apply.

1. Once the student has entered the party, he/she may leave at any time, but having left the building or areas, HE/SHE MAY NOT RETURN.
2. There shall be NO SMOKING OR DRINKING.
3. School sponsored social functions or dances are under the jurisdiction of the school administration and the organization sponsor.
4. **Inappropriate or sexually suggestive dancing is prohibited.** Students will be given one warning; parents will be called to come pick up their student upon a second infraction.
5. Student guests must submit a signed *Student in Good Standing* form to the Rolla JH/HS office before being allowed to attend USD 217 social functions. This form may be obtained in the JH/HS office.

Supervision of Activities

It is strongly recommended that all faculty members be governed by the following suggestions when supervising student activities:

1. Insist on promptness. Set a meeting time, and then carry out your business as rapidly and efficiently as possible.
2. Demand the same courteous conduct in extra-curricular activities as you would in the classroom.
3. If the meeting or practice is in the evening or a weekend, the teacher should arrive approximately 15 minutes before the students are expected.
4. Do not allow non-participating students to enter the school building. Allow your group to enter, and then if it is convenient, lock the door. **Propped-open doors can create problems.**
5. It should be firmly understood that students are never to be allowed in the school building unless properly supervised. The term "school building", as used here, applies to the elementary building, the high school building, the gyms, and the Hays Educational Center.
6. It should be understood that when a meeting or practice is scheduled, the TEACHER should be the FIRST TO ARRIVE and the LAST TO LEAVE. Only extraordinary circumstances should warrant a change in this policy.

7. The teacher, as stated above, should be the last to leave after any practice or meeting. All lights should be out, windows closed, and all doors should be locked. Never assume someone else is still in the building and will attend to the above details.

Rules for Activity Buses

1. Students riding the bus to games must meet eligibility requirements as set up by the Kansas State High School Activities Association and be in good standing in school.
2. On return to Rolla, **coaches and sponsors** will be responsible for seeing that all trash has been disposed of properly.
3. Parents must personally notify sponsors or sign the sign-off sheet if a student is going to ride home with them and not on the bus.

High School Class Sponsors

Job Responsibilities

The purpose of this document is to clarify the responsibilities of class sponsorship at Rolla High School. When a class sponsor vacancy occurs, Rolla High School Faculty are encouraged to volunteer for this position. In the case no High School Faculty volunteer for a class sponsorship, the administration retains the prerogative to open the sponsorship to the K-8 Faculty. In the case a Faculty Class Sponsor cannot be obtained, the administration may choose a Class Sponsor from outside the Faculty. The final selection and recommendation of Faculty Class Sponsors is the responsibility of the Rolla School Principal.

Financial Responsibility: Immediately following a fundraising activity, sponsors will count the money with the class treasurer or other district official such as principal or secretary. The money will be placed in the high school office safe or in the bank overnight depository. Under no circumstances shall the money go home with a sponsor. The following morning, the money will be counted again with the sponsor and the high school secretary. If the money cannot be placed in the high school safe, it can be placed in the district office vault by contacting the superintendent, treasurer or clerk.

Ongoing fundraising activities such as magazine, cheese, roses, and fruit sales will have the money kept in the safe overnight, not in the sponsor's desk.

I. Class Sponsorship Responsibilities

Class sponsors stay with the same class until the students graduate from high school.

- A. Freshman Class
 1. Elect Class Officers
 2. Supervise Class Meetings
- B. Sophomore Class
 1. Elect Class Officers
 2. Supervise Class Meetings
 3. Supervise Class Money Making Projects
- C. Junior Class
 1. Elect Class Officers
 2. Supervise Class Meetings
 3. Supervise Class Money Making Projects
 4. Organize and Supervise Junior/Senior Prom
- D. Senior Class
 1. Elect Class Officers
 2. Supervise Class Meetings
 3. Supervise Class Money Making Projects
 4. Organize and Supervise Senior Trip
 5. Supervise Senior Class Graduation

II. Money Raising Projects

- A. Sophomore Projects
 - 1. Cake Raffles - Basketball Season
- B. Junior Projects
 - 1. Cake Raffles - Volleyball and Football Season
 - 2. Cheese Sales - Fall Semester
 - 3. Concessions - Basketball and Track Season (this item will be discussed further as final decisions have not yet been made)
 - 4. Roses – Valentine Week
- C. Senior Projects
 - 1. Magazine Sales - Fall Semester
 - 2. Concessions - Volleyball and Football Season (this item will be discussed further as final decisions have not yet been made)
- D. Special Money Making Projects
 - 1. Approval by High School Principal
 - 2. Approval by Superintendent
- E. Fund Raising Limit for Senior Class
 - 1. \$1200 Limit per Person for the Senior Trip.
 - 2. If limit is not reached at end of Football Season of Senior Year, Special Money Making Projects may be proposed to the Administration.
 - 3. Class members who choose to not go on the Senior Trip or their privilege is revoked may not be reimbursed. Questions and exceptions regarding this guideline are to be directed to the Principal.
 - 4. Class Sponsors may present justification for increasing “limit per person” to the Principal.
 - 5. In the event funds raised exceed the limit for the trip, the class may leave excess funds for the purchase of a gift to the school or other school-related projects approved by the Principal.

III. Senior Trips

- A. Scope of the Senior Trip
 - 1. Travel is limited to Contiguous 48 United States and within these states territorial waters.
 - 2. The Senior Trip has a limit of six (6) days
- B. New Students Senior Year - Pay percentage of money made during junior class year minus Junior/Senior Prom expenses.
- C. Disciplinary Actions--Student’s whose behavior necessitates discipline being administered will be done so according to Rolla High School Student-Parent Handbook.
- D. The Senior Class Sponsor(s) are responsible for obtaining student medical release forms for each student going on the Senior Trip.
- E. The Senior Trip is to occur at the conclusion of the regular school year or during the scheduled spring break.
- F. The trip is limited to seniors and sponsors.

School Sponsored Student Activities and Trips

For all KSHSAA or Santa Fe Trail League sponsored activities the District will provide entry fees, transportation and lodging if approved by the administration and /or the Board of Education.

All activities or trips which are not KSHSAA or Santa Fe Trail League sponsored activities will be subject to the following guidelines:

- 1. The expenses for the trip will be the responsibility of the group or individuals including: lodging, meals, fuel and driver(s).
- 2. The exception to this is end-of-year field trips / incentive trips which the Board has agreed to pay transportation and driver salary for trips within a 100 mile radius of Rolla.
- 3. Any groups or individuals requesting to host an activity which is not KSHSAA or Santa Fe Trail League sanctioned must get Board of Education approval if expenses are to be incurred by the district.

Use of District Vehicles

- Seat belts must be used by all occupants of the vehicle
- No climbing over seats; use right rear folding seat to access back seat
- **Driver** is responsible to see that all trash is properly disposed of upon return
- Wipe up all spills immediately and report spills upon return
- Report any damage or problems with vehicle
- Always visually check tires before driving
- When fueling car, clean windshield, check oil and tires
- No preschool age children in front seat
- Do not allow students to tamper with first aid equipment unless needed

Fire Drills

Every person within the school building must vacate the building at any time the fire bell rings (under penalty of state law). The building must be cleared by at least 30 feet.

Teachers are to close windows and the door to their room and must take the grade book with them (for taking roll to ensure everyone is out of the building). Move as quickly as possible, but do not run.

Students are not to re-enter the building until the alarm quits ringing.

Information on exiting the various buildings will be made available to all concerned individuals and will be posted throughout the school.

Tornado Warning and Drill Information

Information will be made available to all concerned individuals and will be posted throughout the school. Classes will go to a lower level area if possible.

Weather Bureau Announcements

A TORNADO WATCH is an announcement that conditions are favorable for the development of a tornado. When a tornado watch is announced by the weather bureau, these preliminary actions will be taken:

1. School personal will be notified that a Tornado Watch is in effect.
2. The school secretary will monitor the radio and will report weather conditions and announcements to the principal.

A TORNADO WARNING is an announcement that a tornado has been sighted. The procedure to follow in case of a tornado warning is given below. The sample procedure will be followed for a tornado drill. The tornado or drills will be announced by the P.A. system. Clarification will be announced whether drill is for normal response or quick response. In the case the electricity should fail, air horns will be sounded in the hallways. Air horns signify **quick response**.

Normal Response:

People in the **high school wing** will go to the basement of the high school (computer/business room.)
People in the **junior high wing** will go to the JH boys locker room.

The people in the **metal shop** will enter the old gym at the south doors in the breezeway and proceed to the JH boys locker room.

JH/HS Music classes will go to the JH boys locker room in the basement.

Elementary classes will proceed to the visitors JH girls locker room in the basement.

Kitchen, counselor, custodians, and library staff will go to JH locker rooms.

Everyone in the **Hays Educational Center** will go to the hallway. Teachers will go with their students to their assigned area.

Assistance will be provided if necessary to any disabled persons.

Teachers will go with their students to their assigned area. Normal school conduct will be observed. Students will sit on the floor, draw up their knees and clasp hands over neck and head. The tornado warning or drill will remain in effect until the all clear is given. This will be done by the principal.

Quick Response: In the event of a tornado with little warning, teachers should instruct their students to get into proper position in the hallway outside their rooms. Use another area if you have an area with glass windows.

Teachers will go with their students to their assigned area. Normal school conduct will be observed. Students will kneel on the floor, face to knees, and clasp their hands over their neck and head. The Tornado Warning or drill will remain in effect until the all clear is given. This will be done by the principal.

USD 217 Fire and Tornado Drill Evacuation for the Disabled

Elementary School – Fire Drill

Any disabled person should use the front entrance of the elementary school to exit the building for a fire drill.

Elementary School – Tornado Drill

Any disabled person in the building should move to the junior high girls locker room. Assistance will be provided if necessary.

Junior High - High School – Fire Drill

In the junior high wing, exit to the south double doors and turn right through the outside double doors to the west. If the people are downstairs in the computer lab or business room, the downstairs handicapped exit should be used. Any handicapped person in a high school class should exit out the nearest door.

Any disabled person in the **library** should use the front entrance of the library. If they are in the **counselor’s office or the home economics room**, they should exit out of the front door of the old high school. If they are in the **old gym**, they should use the northwest exit out of the gym, then use the southwest exit into the courtyard. If they are in the **band room, concession area, or the teachers’ lounge**, the west exit by the concession area should be used. Move to the northeast after exiting the building.

Hays Education Building – Fire Drill

Any disabled person should use the south entrance of the Hay’s building

Hays Education Building – Tornado Drill

Any disabled person should move to the inside hallway. Assistance will be providing if necessary.

Note: In the event of a tornado with little warning, teachers should instruct their students to get into proper position in the hallway outside their rooms. Use another area if you have an area with glass windows.

Delay or Dismissal of School Because of Weather Conditions

School will not be dismissed because of storms that arise during the school day as long as it is feasible for students and teachers to remain at school in safety.

Parents are urged not to send their children to school when storm conditions exist or when road conditions are such as to create a definite hazard.

If adverse weather conditions exist before school begins, the superintendent, in consultation with the building principals, will personally survey the roads by touring the district bus routes and assess the overall condition of the roads and the weather. The superintendent will also consult with the National Weather Bureau, the Kansas Highway Patrol, and Kansas Department of Transportation. The superintendent may also consult patrons living on the bus routes and with other informed individuals who are at the time versed on the weather and road conditions. A decision will be made (as early as possible in the a.m.) concerning whether or not school shall be conducted. Options may include operating mud routes, delaying the buses, delaying the opening of school, and/or canceling school.

If the superintendent decides the weather to be of such a nature that the safety of students is threatened, he will implement the school closing plan. As part of this plan the superintendent will notify the following radio and television stations and request a closing of school bulletin be broadcast:

There will be times when a delay of two hours for the start of school is necessary. This gives school officials time to determine whether school will be closed or whether conditions will improve enough that we can have school.

In the event that a two hour delay is called the following will occur:

- **School will start at 10:10 a.m.**
- **There will be no breakfast served.**
- **Buses will pick up students approximately two hours later than the normal pickup time.**
- **Lunch will be served at the regular time.**

In the event that conditions do not improve, please continue monitoring radio or TV to see if school has been canceled for the day.

The two hour delay or cancellation will be broadcast on:

Radio stations KULY (1420 AM), KJIL (99.1 FM), KKBS (92.7 FM), KGYN (1210 AM), KSCB (107.5 FM), KSLS (101.5 FM), and Q97 FM (KBUF, KIUL)

TV stations Rolla Educational Channel 12, KSNG (Channel 11), KUPK (Channel 13), and KBSD (Channel 6)

Internet www.ksn.com; www.usd217.org

School Nurse

The school nurse will be in the district on a regular basis and hours are subject to change as necessary. These changes will be posted in the Elementary Office.

Fund Raising

Fund raising ideas must be discussed with the principal prior to beginning the project.

Bulletin and Marking Boards

Teachers are responsible for assembling their own bulletin boards. Teachers should establish open communications with the custodians concerning marking boards. Please label anything you do not want erased.

Student Handbook

Members of the high school faculty should familiarize themselves with the Parent-Student Handbook of this high school. This handbook includes the chief rules, regulations, and recommendations by which the student body will be governed. It is hoped that all faculty members will read, study and become acquainted with what it contains. You should have it available for immediate reference.

Crisis Intervention Plan

Refer to separate approved District Intervention Plan for details.

The district intervention plan 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 intervention plan.
 - 2. An information black-out 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.

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.

HIPPA

NOTICE OF PRIVACY PRACTICES

**217 District Rolla Schools
HEALTH INSURANCE PLAN**

(Referred to as the “Group Health Plan”, “We” “Our” or “Us” in this document)

**This notice describes how Protected Health Information (PHI) about You may be used and how You can get access to the information.
PLEASE READ IT CAREFULLY.**

PHI is individually identifiable information about You. All of the following are examples of PHI:

- demographic information: Your name, address, social security number and date of birth; or
- medical information: relating to Your past, present or future physical or mental health that is collected/created/received from You, a health care provider, a health plan, employer or health care clearinghouse; or
- the providing of health care; or
- the past, present or future payment for providing health care to You.

OUR LEGAL DUTY

We are required by applicable federal and state laws to maintain the privacy of Your PHI. We are also required to give You this notice about Our privacy practices, Our legal duties, and Your rights concerning Your PHI. We must follow the privacy practices that are described in this notice while it is in effect. This notice takes effect on April 14, 2004 or the date coverage became effective for You, whichever is later, and will remain in effect until We replace it.

We reserve the right to change Our privacy practices and the terms of this notice at any time, provided such changes are permitted by applicable law. We reserve the right to make the changes in Our privacy practices and the new terms of Our notice effective for all PHI that We maintain, including PHI We created or received before We made the changes. Before We make a significant change in Our privacy practices, We will change this notice and send the new notice to Our health plan subscribers at the time of the change.

You may request a copy of Our notice at any time. For more information about Our privacy practices, or for additional copies of this notice, please contact Us using the information listed at the end of this notice.

USES AND DISCLOSURES OF YOUR PHI

We use and disclose PHI about You for treatment, payment and health care operations. For example:

- Treatment: We may disclose Your PHI to a doctor, hospital or other health care provider on request when necessary to assist in Your treatment. For example, We might disclose Your PHI to assist in case managements or precertification activities.
- Payment: We may use and disclose Your PHI to pay claims from doctors, hospitals and other providers for services delivered to You that are covered by Your health plan. For example, We might disclose Your PHI to determine Your eligibility for benefits, to coordinate benefits, to examine medical necessity and to issue explanations of benefits to the person who subscribes to the health plan in which You participate. We may disclose Your PHI to a health care provider or entity subject to the federal Privacy Rules so they can obtain payment or engage in these payment activities.
- Health Care Operations: We may use and disclose Your PHI in connection with Our health care operations. Health care operations include:

- Rating Our risk and determining contributions for Your health plan;
- Quality assessment and improvement activities;
- Reviewing the competence or qualifications of health care professionals, evaluating practitioner and provider performance, conducting training programs, accreditation, certification, licensing or credentialing activities
- Medical review, legal services and auditing, including fraud and abuse detection and compliance;
- Business planning and development; and
- Business management and general administrative activities, including management activities relating to privacy, customer service, resolution of internal grievances, and creating de-identified PHI or a limited data set.

We may disclose Your PHI to another entity which has a relationship with You and is subject to the federal Privacy Rules, for their health care operations relating to quality assessment and improvement activities, reviewing the competence or qualifications of health care professionals, or detecting or preventing health care fraud and abuse.

ON YOUR AUTHORIZATION: You may give a written authorization to use Your PHI to disclose it to anyone for any purpose. If You give Us an authorization, You may revoke it in writing at any time. Your revocation will not affect any use or disclosure permitted by Your authorization while it was in effect. Unless You give Us a written authorization, We cannot use or disclose Your PHI for any reason except those described in this notice.

TO YOUR FAMILY AND FRIENDS: We may disclose Your PHI to a family member, friend or other person to the extent necessary to help with Your health care or with payment for Your health care. We may use or disclose Your name, location and general condition or death to notify or assist in the notification of (including identifying or locating) a person involved in Your care. Before We disclose Your PHI to a person involved in Your health care or payment for Your health care, We will provide You with an opportunity to object to such uses or disclosures. If You are not present, or in the event of Your incapacity or an emergency, We will disclose Your PHI based on Our professional judgment of whether the disclosure would be in Your best interest.

UNDERWRITING: We may receive Your PHI for underwriting, premium rating or other activities relating to the creation, renewal or replacement of a contract of health insurance or health benefits. We will not use or further disclose this PHI for any other purpose, except as required by law, unless the contract of health insurance or health benefits is placed with Us. In that case, Our use and Disclosure of Your PHI will only be as described in this notice.

DISASTER RELIEF: We may use or disclose Your PHI to a public or private entity authorized by law or by its charter to assist in disaster relief efforts.

PUBLIC BENEFIT: We may use or disclose Your PHI as authorized by law for the following purposes deemed to be in the public interest or benefit:

- As required by law;
- For public health activities, including disease and vital statistics reporting, child abuse reporting, FDA oversight, and to employers regarding work-related illness or injury;
- To report adult abuse, neglect or domestic violence;
- To health oversight agencies;
- In response to court and administrative orders and other lawful processes;
- To law enforcement officials pursuant to subpoenas and other lawful processes, concerning crime victims, suspicious deaths, crimes on Our premises, reporting crimes in emergencies and for purposes of identifying or locating a suspect or other person;
- To coroners, medical examiners and funeral directors;
- To organ procurement organizations;
- To avert a serious threat to health or safety;
- In connection with certain research activities;
- To the military and to federal officials for lawful intelligence, counterintelligence and national security activities;
- To correctional institutions regarding inmates; and
- As authorized by state workers compensation laws.

HEALTH RELATED SERVICES: We may use Your PHI to contact You with information about health-related benefits and services or about treatment alternatives that may be of interest to You. We may disclose Your PHI to a business associate to assist Us in these activities. We may use or disclose Your PHI to encourage You to purchase or use a product or service by face-to-face communication or to provide You with promotional gifts.

INDIVIDUAL RIGHTS

- **Access:** You have the right to look at or get copies of Your PHI, with limited exceptions. You may request that We provide copies in a format other than photocopies. We will use the format You request unless We cannot practicably do so. You must make a request in writing to obtain access to Your PHI when You make the request as an exercise of Your HIPAA Privacy rights. Many records are available without making the request as an exercise of HIPAA Privacy rights. You may obtain a form to request access by using the contact information listed at the end of this notice. If You request copies, We will charge You a fee for the costs of

copying, other supplies and postage if You want the copies mailed to You and staff time associated with Your request. For information maintained off-site in archival warehouses or that is not reasonably identifiable and accessible, We will charge the actual cost of the time and other resources required to make the information available. If You request an alternative format, We will charge a cost-based fee for providing Your PHI in that format. If You prefer, We will prepare a summary or an explanation of Your PHI for a fee. Contact Us using the information listed at the end of this notice for a full explanation of Our fee structure.

- **Disclosure Accounting:** You have the right to receive a list of instances in which We or Our business associates disclosed Your PHI for purposes other than for treatment, payment, health care operations, as authorized by You, and for certain other activities since April 14, 2004 or the date coverage became effective for You, whichever is later. For example, We would account for Your PHI or demographic information We disclose during an audit by a government oversight agency or pursuant to a court order. You must make Your request in writing. We will provide You with the date on which We made a disclosure, the name of the person or entity to whom We disclosed Your PHI, a description of the PHI We disclosed, the reason for the disclosure and certain other information. If You request this accounting more than once in a 12-month period, We may charge You a reasonable, Cost-based, fee for responding to these additional requests. Contact Us using the information listed at the end of this notice for a full explanation of Our fee structure and how to make Your request.
- **Restriction:** You have the right to request that We place additional restrictions on Our use or disclosure of Your PHI. You must make a request in writing if You wish to request additional restrictions. You may obtain a form to request additional restriction by using the contact information listed at the end of this notice. We are not required to agree to these additional restrictions, but if We do, We will abide by Our agreement (except in an emergency). Both Your request and any agreement to additional restrictions must be in writing signed by the person making the request and (for Our agreement) by a person authorized to make such an agreement on Our behalf. We will not be bound unless Our agreement is so stated in writing.
- **Confidential Communications:** You have the right to request that We communicate with You about Your PHI by alternative means or to an alternative location. You must make Your request in writing, and You must state that the information could endanger You if it is not communicated in confidence as You request. We must accommodate Your request if it is reasonable, specifies that alternative means or location and continues to permit Us to collect premiums and pay claims under Your health plan, including issuance of explanations of benefits to the subscriber of the health plan in which You participate. An explanation of benefits issued to the subscriber for health care that You received for which You did not request confidential communications or about the subscriber or others covered by the health plan in which You participate may contain sufficient information to reveal that You obtained health care, even though You requested that We communicate with You about that health care in confidence. Other transactions under the membership may also detract from the level of confidentiality You might obtain from an alternate communication or address.
- **Amendment:** You have the right to request that We amend Your PHI. Your request must be in writing, and it must explain why the information should be amended. If You need information about making a request or amendment, contact Us using the contact information listed at the end of this notice. We may deny Your request if We did not create the information You want amended and the originator remains available or for certain other reasons. If We deny Your request, We will provide You a written explanation. You may respond with a statement of disagreement to be appended to the information You wanted amended. If We accept Your request to amend the information, We will make reasonable efforts to inform others, including giving people Your name, of the amendment and to include the changes in any future disclosures of that information.
- **Electronic Notice:** If You receive this notice on Our web site or by electronic mail (e-mail), You are entitled to receive this notice in written form. Please contact Us using the information listed at the end of this notice to obtain this notice in written form.

QUESTIONS AND COMPLAINTS

If You want more information about Our privacy practices or have questions or concerns, please contact Us using the information listed below. If You are concerned that We may have violated Your privacy rights, or You disagree with a decision We made about access to Your PHI or in response to a request You made to amend or restrict the use or disclosure of Your PHI or to have Us communicate with You by alternative means or at an alternative location, You may complain to Us using the contact information listed below. You also may submit a written complaint to the U.S. Department of Health and Human Services. We will provide You with the address to file Your complaint with the U.S. Department of Health and Human Services upon request. We support Your right to the privacy of Your PHI. We will not retaliate in any way if You choose to file a complaint with Us or with the U.S. Department of Health and Human Services.

HEALTH RECORDS
(Request for Amendment Form)

To: _____, the (_____ District) privacy official.

From: _____

Date: _____

I request that the district make the following amendment to protected health information:

I would like the amendment made for the following reason(s):

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 30th day after receipt of the written complaint, the board shall adopt written findings of fact and, if necessary, appropriate corrective action. A copy of the written findings of fact and any corrective action adopted by the board shall only be provided to the parents, the school, and the state department of education and shall be mailed to the parents and the state department within 30 days of the board’s receipt of the formal complaint.

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

Approved: July 9, 2018

Superintendent:_____

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

Notice of Protections Under the Kansas Tort Claims Act

As a teacher employed by Unified School District No. 217 Rolla, Kansas, you are entitled to protections under the Kansas Tort Claims Act, K.S.A. 75-6101 *et seq.*

1. What is the Kansas Tort Claims Act?

It is the state statutory scheme which allows governmental entities, including public school districts, in the state to be sued for damages caused by the negligent or wrongful acts or omissions of employees, officers, or board members. In cases arising under the Kansas Tort Claims Act, liability is limited to \$500,000 for any number of claims arising out of a single occurrence or accident or to the extent of the district’s insurance, whichever is greater. U.S.D. 217’s insurance with regard to tort claims provides liability coverage for such claims up to \$_____. (See K.S.A. 75-6101 *et seq.*)

2. Are there any situations in which a school district may be exempt from liability for negligent acts?

Yes, the law contains several exemptions. A school district and its employees are not liable, under the Tort Claims Act, for damages resulting from:

- Legislative functions, such as adopting or failing to adopt a policy;
- Judicial functions, such as a student or teacher due process hearing;
- Enforcement or failure to enforce a statute, regulation, or board resolution;
- Adoption or failure to adopt written personnel policies which protect persons’ health or safety;
- Any claim based on the performance of or failure to perform a discretionary function or duty, regardless of whether discretion is abused;
- The assessment or collection of taxes;
- Any claim by an employee which is covered by workers compensation;
- Snow, ice, or other temporary or natural conditions on school property;
- The plan or design for the construction or improvement to public property;
- Any claim for injuries resulting from the use of any public property intended or permitted;
- The natural condition of any unimproved public school property.

3. Is the school district liable for all negligent acts of its employees?

No. The district is only liable for acts or omissions of employees which occur in the scope of the employee’s employment and which are not done with actual fraud or actual malice. In other words, the district will not be liable for acts or omissions of employees either occurring outside the scope of employment or which are done with actual fraud or actual malice.

4. Will the district provide me a legal defense for claims under this act?

Generally yes. Upon request of an employee, the district shall:

- Provide for the defense of any civil action or proceeding against you, in your official or individual capacity or both, on account of an act or omission in the scope of your employment with the district; and
- Provide legal counsel to you when you are summoned to appear before any grand jury or inquisition on account of an act or omission in the scope of your employment with the district.
- The district has no right to recover expenses from you for this defense or representation, except as provided in K.S.A. 75-6109, and amendments thereto.

5. Can the district refuse to provide me a defense under the act?

Yes, the district may refuse to provide for the defense of an action against you or to provide you with representation if the district determines:

- The act or omission was not within the scope of your employment;
 - You acted or failed to act because of actual fraud or actual malice;
 - The defense of the action or proceeding would create a conflict of interest between you and the district; or
 - The request was not made in accordance with law.
6. **How do I request the district to come to my defense or to provide me with representation?**

You must make a request for such in writing within 15 days of receiving service of process or a subpoena of the action. This request is to be filed with the board of education.

The district may reimburse you such reasonable attorney fees, costs, and expenses as are necessarily incurred in defending a claim against you for punitive or exemplary damages if: (1) The action or proceeding arose out of an act or omission in the scope of the your employment; and (2) you reasonably cooperated in good faith in the defense of the claim.

I acknowledge that I have been provided with notice protections provided to me in accordance with the Kansas Tort Claims Act.

Teacher Signature

Date

Teacher Name (Printed)

2018-2019 School Year

Signature Page

To: Superintendent
Rolla School District #217

This certifies that I have received and read the Teacher Handbook, which includes the District's rules.

Employee's Signature

Date

Superintendent
Rolla School District #217

Date

cc: Employee Personnel File