

# **CLASSIFIED STAFF HANDBOOK**



**USD #110 THUNDER RIDGE SCHOOLS**

**2025-2026**



# USD 110 Classified Staff Handbook

## Table of Contents

### **Benefits and Compensation**

Classified At-Will Employment.....	1
Equal Opportunity Employer.....	1
Summary of Employee Benefits.....	1
Health Insurance .....	1
Pay Periods.....	2
Absence/Leave Policies.....	2
Maternity/Adoption Leave.....	3
Family/Medical Leave .....	3
Staff Development/Professional Leave.....	4
Military Leave.....	5
Legal Leave.....	5
Vacations.....	5
Paid Holidays.....	5
Overtime Compensation.....	5
Reimbursement/Travel Expenses.....	6
Activity Passes.....	6
Salary Reductions and Deductions: Section 125 “Cafeteria” Flexible Benefit Plan.....	6
KPERS (Kansas Public Employees Retirement System) .....	7
Retirement.....	7
Unemployment Compensation.....	7
Workers Compensation.....	7
Required Records for Employment Files.....	8
Annual License Certification.....	8

### **Conduct**

Drug Free Schools/Drug Free Workplace.....	8
Tobacco Use.....	9
Conflict of Interest.....	9
Staff and Student Relations.....	9
Sexual Harassment.....	9
Gifts.....	10
Personal Business/Solicitation.....	10
Employee Dress Codes.....	11
Facebook and Similar Sites.....	11
Visitors.....	12
Confidentiality .....	12
Political Office.....	12
Participation in Activities.....	12
Outside Employment.....	12
Criminal Convictions.....	13
Suspension .....	13

### **District Procedures**

Accident Reporting.....	13
-------------------------	----

Assignments and Transfers.....	13
Board Policies.....	13
Complaints/Grievances.....	13
Employee Status.....	13
Employment Procedures.....	14
Termination/Resignation.....	14
Hiring.....	14
Drug Testing.....	15
Evaluations.....	15
Job Descriptions.....	15
Agreements/Time Schedules.....	15
Workload Assignments.....	15
Personal Property.....	15
Interrogations/Investigations.....	16
Searches of Students and Property.....	16
Staff Development/Recruitment.....	16
Distribution of Information.....	16
Board of Education.....	16
<b>Health</b>	
Asbestos.....	16
Hazardous Waste.....	17
Blood borne Pathogens.....	17
Communicable Diseases.....	17
Health Certificate.....	17
Administration of Medicine.....	18
<b>Safety</b>	
Inclement Weather.....	18
Fire Drills.....	18
Tornado Drills.....	18
Accidents.....	18
Security.....	19
Child Abuse.....	19
Keys.....	19
Crisis Management Plans/Building Safety Plans.....	20
Threats of Violence Policy and Procedures.....	20
<b>Facilities/Supplies/Equipment</b>	
Purchasing/Requisitions.....	20
Care of Facilities and Equipment.....	21
Energy Management Conservation Policy.....	21
Custodian Responsibilities.....	22
Use of Facilities.....	22
Equipment Use.....	22
Use of Telephone.....	22
Copying and Duplicating.....	22
Technology Policy.....	23
Acceptable Technology Use Policy.....	25

# **Benefits and Compensation**

## **Classified At-Will Employment**

This agreement is an employment-at-will agreement that may be terminated by either party. No oral statements or statements in the employee handbook are intended to create a right to continuing employment.

## **Equal Opportunity Employer**

USD 110 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 Board's compliance with Title VI, Title IX, Section 504 or the Americans with Disabilities Act may be directed to the District Compliance Officer, Dayna Richardson, who can be reached at 620-543-2258 or contact the Office for Civil Rights of the Department of Education at 816-891-8026. The Compliance Officer also can be contacted for the existence and location of accessible services, activities and facilities. A complete copy of all compliance publications is available for review from all district school offices.

## **Summary of Employee Benefits**

The following is a brief summary of Employee Benefits for Classified Employees. Please see specific entries on the following pages for additional information and explanation of selected benefits:

- (a) Paid Sick Leave: A full time employee is granted 15 days sick leave. Employees working less than full time will receive sick leave on a pro-rated basis, cumulative to 75 days. Any unused portion over 75 days shall be paid to the employee on June 30<sup>th</sup> at a rate of \$10.00 a day.
- (b) Paid Holidays: Number depends on length of contract.
- (c) Health Insurance: The district pays a full single policy for all full time employees on a 12-month contract. The district pays half a single policy for all full time employees on less than a 12-month contract.
- (d) KPERS Term Life Insurance: Fully paid, face value equal to 1.5 year's wages for KPERS covered personnel.
- (e) Retirement: All eligible positions are KPERS (Kansas Public Employees Retirement System) covered. Normal retirement age is 65. Early retirement is possible from age 55.
- (f) Section 125 Plan: Access to all benefits.

## **Health Insurance**

The district pays the amount of a single premium for the district-approved health insurance plan for full-time employees on a 12-month contract. The district pays half the amount of a single policy for all full-time employees on less than a 12-month contract on a pro-rated basis.

The district will make salary reductions for the purchase of health insurance by employees. The Board must approve all health insurance carriers. Health insurance is provided on a group plan

and the master contract is between the company and the district. An approved health insurance plan is provided by Blue Cross/Blue Shield.

## **Pay Periods**

Payday shall be on the last working day before the 10th of the month. In the event the 9th of the month falls on a non- school day, payment will be made on the last school day prior to the 9<sup>th</sup>.

The first paycheck for all nine- and 10-month employees will be September 9. The amount will reflect pay only for the hours worked during August. The last paycheck for all nine- and 10-month employees will be June 9, reflecting pay for hours worked during May. Time sheets shall be turned in to the building secretary on the last working day of the month.

## **Absence/Sick Leave Policies**

All full-time and part-time contracted employees whose employment arises from a position sustained on a year-to-year basis shall be granted sick leave without loss of pay. A full time employee will be granted 15 days sick leave. Employees working less than full time will receive sick leave on a pro-rated basis. Leave may be used for:

1. Personal illness and/or illness in the employee's family or other individual whose residence is in the home of the employee.
2. Death of a relative or close friend.

Upon request, an employee shall be granted additional time for sick leave accordance with the provisions of the Family and Medical Leave Act of 1993. Such additional leave shall be granted without compensation.

All accumulated sick leaves shall be canceled when an employee leaves the employment of the district.

### **Sick leave pool:**

A sick leave pool has been established, beginning with the 2008-2009 school year, by the USD 110 Board of Education for the purpose of providing some days of additional sick leave to certified personnel, to administrative personnel, and support personnel in cases where a critical illness or severe injury would impose a devastating hardship on the individual and their family. This sick leave pool may only be used after the individual employee's accumulated personal sick leave has been exhausted. Guidelines as to whom this leave will apply shall be the same as those established in board policy for normal sick leave.

Employees will voluntarily contribute 1 day of their sick leave each year. Employees need to notify the district office by September 1, if they intend to join the pool that year. The board will match the number of days donated until the number of 150 days is reached (2010-11

Negotiations). Only employees who make this donation will be considered eligible members of the sick leave pool.

The pool consists of 150 days at the beginning of each year. Any one individual may not use more than 35 days of their pro-rated maximum from the pool in any 1 year. The pool is to be used by an individual only after their own accumulated sick leave is exhausted.

Use of this pool will be determined by a unanimous decision of a committee consisting of the Superintendent or his appointed representative, the Principal of the building of an employee making a request of the pool, and 2 members of the elementary and secondary teacher association. The applicant must be notified of the committee's decision no later than 5 school days after the application is submitted. Any member on the committee who applies for use of the sick leave pool shall disqualify himself from the committee. Use of the sick leave pool shall be limited to emergency situations, such as prolonged illness or serious injury. Pool days may be used for maternity purposes after the employee's accumulated personal sick leave has been exhausted (2010-11 Negotiations).

## **Maternity/Adoption Leave**

Each employee may be granted up to 12 weeks of leave for child birth/bonding. Maternity leave begins on the date the child is born and concludes when the employee returns to work. Adoption leave may begin up to one (1) week prior to obtaining custody of the child and will conclude when the employee returns to work.

The employee may request to use personal accumulated sick leave days during maternity or adoption leave. The remainder of the leave will be without pay. Pregnancy related leave is considered sick leave.

## **Family/Medical Leave**

Family and medical leave shall be granted for a period of not more than 12 weeks during a 12-month period. For purposed of this policy, a 12-month period shall be defined as a fiscal year beginning July 1 and ending the following June 30. Spouses employed by the district may only take an aggregate of 12 weeks of leave for a birth of placement for adoption of a child, foster care or to care for a child with a serious health condition.

Leave is available because of:

1. The birth of a son or daughter of the employee and to care for the son or daughter;
2. The placement of a son or daughter with the employee for adoption or foster care
3. The need to care for a spouse, son, daughter or parent of the employee because of a serious health condition; or
4. A serious health condition of the employee that prevents the employee from performing the job functions
5. Any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on active duty (or has been notified of an impending call or order to achieve active duty) in support of a contingency operation; and

(6) The need to care for a covered service member with a serious injury or illness if the employee is the spouse, son, daughter, parent, or next of kin of the service member. Eligible employees are, for reason (6) only, entitled to a combined total of 26 workweeks of leave during a 12-month period.

(Leave for reason 1 or 2 must be taken within 12 months of birth or placement.)

The leave shall normally be unpaid leave. However, if the employee has any paid vacation, personal, sick or disability leave that is available for use because of the reason for the leave, the paid leave shall be used first and counted toward the annual family and medical leave. The superintendent will notify the employee prior to or during the leave period that the leave has been designated as paid family and medical leave.

The employee is eligible for family and medical leave upon completion of 12 months of service in the district and employed at least 1,250 hours during the preceding year.

During the period of any unpaid family and medical leave, the Board shall continue to pay the employer's share of the cost of group health benefits in the same manner as paid immediately prior to leave. The employee shall pay any employee portion of the cost to the clerk of the board on or before the payroll date or at another time as the employee and superintendent may agree. The Board may terminate group health coverage if the employee payment is not received within 30 days of the due date, so long as written notice of the delinquency in payment and the notice of intent to terminate coverage are sent at least 15 days prior to the termination.

When leave is foreseeable, the employee shall give written notice 30 days in advance. If leave is not foreseeable, notice will be given as soon as practicable.

Upon the employee providing notice of need for leave, the employer will notify the employee of:

1. The reasons that leave will count as family and medical leave;
2. Any requirements for medical certification;
3. Employer requirement of substituting paid leave;
4. Requirements for premium payments for health benefits and employee responsibility for repayment if employer pays employee share;
5. Right to be restored to same or equivalent job; and
6. Any employer required fitness-for-duty certification

Family leave (reasons 1 or 2) may not be used intermittently or on a part-time basis without the prior approval of the superintendent.

## **Staff Development/Professional Leave**

All full-time and part-time classified employees whose employment arises from a position sustained on a year-to-year basis may qualify for staff development/professional leave. If an employee requests and is approved or is requested to attend a professional meeting, leave from



the job will be with pay. Paid professional leave is limited to the actual amount of time an employee is absent from the scheduled work day(s).

## **Military Leave**

All full-time and part-time classified employees whose employment arises from a position sustained on a year-to-year basis, upon written request to the superintendent, shall be granted leave to cover the length of required service with the armed forces of the United States as provided in policy GCRG-R.

## **Legal Leave**

The board shall grant each employee the time necessary for appearance in any legal proceeding connected with his employment, the school system or in any other legal proceeding if the employee is required by law to attend. When the employee is compensated for his/her appearance, the employee will have the choice of reimbursing the school for the amount received as compensation or keeping the compensation and having his/her salary reduced.

Employees with a full-time or part-time (half-time or more) permanent, probationary, or time-limited appointment are covered for non-job related civil leave.

Employees with a temporary, intermittent or part-time [less than half-time] appointment are not eligible for non-job related civil leave but are eligible for job-related civil leave and other job-related proceedings.

## **Vacations**

Employees receive one day of paid vacation per number of months contracted each year, plus one day. For example, a 12-month employee receives 13 days, a 10-month employee receives 11 days, and so on. Vacation needs to be scheduled through the supervisor at his/her discretion. Vacation schedules run from July 1 through June 30. Vacation leave days for 12-month classified staff shall be accumulative to 20 days, retroactive to the 2009-2010 School Year. Unused vacation days will be paid out to employees on less than a 12-month contract at their current pay rate at the end of their contract term. Employees are to be paid one-half of their unused vacation days upon termination. The rate will be figured on the salary per day rate based on the employee's last year of duty.

## **Paid Holidays**

The following paid holidays are offered to Classified Staff: July 4; Labor Day; Thanksgiving; Christmas; New Year's Day; Good Friday; and Memorial Day.

If any of these holidays fall within the employee's work agreement term, and the employee is scheduled to work on the last working day before and the first working day after the holiday, the employee is eligible for payment of that holiday.

## **Overtime Compensation**

Overtime pay will be paid to employees who work over forty (40) hours per week. Overtime work and/or any change of hours must be approved in advance by the employees' supervisor.

Supervisors must receive approval from the Superintendent prior to assigning overtime.

## **Reimbursement/Travel Expenses**

School vehicles are available for school related purposes upon request and availability. All staff is encouraged to use school vehicles. Staff members using their own private vehicles will be authorized for travel for school related business. The rate of reimbursement will be set by the Board of Education. Staff members must fill out the required forms to collect any compensation. Reimbursements for mileage and other expenses, such as meals, hotel, registration, etc., will be reimburses through Accounts Payable.

## **Activity Passes**

The Board provides each employee with a pass to district-sponsored activities with the exception of specified athletic tournaments and KSHSAA events. The pass will be valid for the employee and spouse.

## **Salary Reductions and Deductions: Section 125 “Cafeteria” Flexible Fringe Benefit Program**

USD 110 has established a flexible fringe benefit plan to make a wide range of benefits available to staff. This program has been established in conformity with Section 125 of the Internal Revenue Code of 1986, as amended, and in compliance with the applicable rules and regulations issues by the Internal Revenue Service. All employees meet with a third party administrator during the month of September to complete this process.

Purchase of benefits by way of salary reduction or salary deduction must be from approved companies. A list is available from the central office.

Enrollment period will occur prior to the end of school and becomes effective on July 1. All requests to purchase, modify or discontinue benefits by salary reductions and/or deduction must be submitted on the proper form as designated by the district office. Exceptions arising from some change in family circumstances may be considered. In order for the annuity contract or health insurance to remain in force there must not be a lapse in payment.

Payment for all salary reductions will be divided equally between the employee’s pay periods.

Classified Staff members may purchase the following tax exempt benefits by way of salary reduction:

1. Hospitalization Insurance
2. Term Life Insurance
3. Dental Insurance
4. Cancer Insurance
5. Flexible Medical Spending Account
6. Prepaid Child/Dependent Care
7. Tax Sheltered Annuity (Exempt from Federal and State withholding, subject to KPERs and Society Security Tax.

For deductions directed to other financial institutions, the district offers a direct deposit option.

## **Kansas Public Employees Retirement System (KPERS)**

Membership in KPERS is required of all employees working in covered positions. KPERS provides three basic benefits: retirement, life insurance and disability income.

### **Retirement**

The retirement age for any staff member shall be in accordance with current law. The Board of Education retains the right to retire an employee prior to prescribed retirement age if the employee cannot fulfill contractual obligations and/or follow the policies and rules of the board. The Board reserves the right to have an employee examined by a physician of its choice to determine if the employee is able to perform the essential functions contained in their job description and fulfill the obligation of the employment agreement. Additional information can be obtained through the district payroll clerk or through KPERS.

### **Unemployment Compensation**

For answers to questions regarding unemployment insurance policies, benefits and claims, see your personnel representative or contact the nearest Department of Human Resources, District Job Insurance Office.

### **Workers Compensation**

A person employed by USD 110 is covered by the district's worker's compensation insurance. Benefits are payable under this insurance if an employee suffers bodily injury resulting from an accident, bodily injury resulting from a disease or bodily injury resulting in death. Such disease, injury or death must have occurred as a result of the employee performing his assigned duties. In the event of a job-related injury, the employee must file a worker's compensation claim. The necessary forms may be obtained from the Board Clerk.

#### **Notice of Accidents**

Employees must notify the employer within **20** days of an accident or injury. Failure to do so may result in the claim being barred. Additional information about your rights and responsibilities under worker's compensations may be obtained from your supervisor or the district office.

#### **Coverage**

Benefits are for personal injury from accident or occupational disease arising out of and in the course of employment with the district. Injuries which occur during recreational or social events under circumstances where the employee is under no duty to attend, and where the injury did not result from the performance of tasks related to normal job duties are not covered under worker's compensation.

Any employee who is off work and drawing worker's compensation shall be required to provide the clerk of the board with a written doctor's release before the employee is allowed to return to work. In addition, should the employee be released to return to work by a doctor and fail to do so, all benefits under sick leave shall be ended and those benefits under worker's compensation shall be restricted as provided by current statute.

### **Coordination with Leave Benefits**

The worker's compensation plan will provide coverage for medical expenses and wages to the extent required by statute to those employees who qualify. Whenever an employee is absent from work and is receiving worker's compensation benefits due to a work-related injury or is receiving district paid disability insurance, the employee may use available paid sick leave to supplement the worker's compensation or district paid disability insurance payments.

In no event shall the employee be entitled to a combination of worker's compensation benefits and salary in excess of his/her full salary. Available paid sick leave may be used for this purpose until 1) available paid sick leave benefits are exhausted; 2) the employee returns to work; or 3) employment is terminated. Sick leave shall be deducted on a prorated amount equal to the percentage of salary paid by the district.

### **Required Records for Employment Files**

Each classified employee must have the following records/forms on file with the director of personnel before the first day of employment:

- Completed employment application;
- KPERS enrollment form (if employee is eligible) and beneficiary form;
- W-4 withholding certificate
- I-9 with proof of identity, i.e. driver's license, Social Security card, passport;
- Loyalty oath or affirmation;
- Health form – employee paid
- Driver's license and driving record (if required for position);
- Records Check Request Form

### **Annual License Certification**

It shall be the responsibility of all school bus drivers to annually provide documentation to the superintendent of the validity of license certification by the Kansas Department of Revenue. If a school bus driver's license is suspended or revoked at any time, such suspension or revocation shall be immediately reported to the transportation supervisor and the driver shall cease driving a school bus until the license is restored.

## **Conduct**

### **Drug Free Schools and Communities Act/Drug Free Workplace**

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

As a condition of employment in the district, employees shall abide by the terms of the Board policy on drug free school/workplace.

Employees shall not unlawfully manufacture, distribute, dispense, sell, possess, be under the influence of, or use controlled substances in the workplace. Any employee who is convicted under a criminal drug statute for a violation must notify the superintendent of the conviction within five days of the conviction.

Within 30 days after the notice of conviction is received, the school district will take appropriate action with the employee. Such action may include the initiation of termination proceedings. Alternatively, or in addition to any action short of termination, the employee may be required to participate satisfactorily in an approved drug abuse assistance or rehabilitation program as a condition of continued employment. The employee shall bear the cost of participation in such program.

## **Tobacco Use**

The use of tobacco products by any person, in any form, is prohibited in any school building, owned, leased or rented by the district that is used for pupil attendance purposes, or in any school vehicle.

## **Conflict of Interest**

District employees are prohibited from engaging in any activity that may be defined as a conflict of interest and detract from the effective performance of their duties. During the school day or on school property, no employee will attempt to sell or influence any student to buy any product or service, which would directly or indirectly benefit the employee.

No school employee will enter into a contract with the district other than for employment unless the contract is awarded on the basis of competitive bidding.

## **Staff and Student Relations**

All employees are expected to maintain relationships with members of the student body, which are conducive to an effective, professional education environment. Social fraternization between employees and students is generally prohibited. All employees share the responsibility for the regulation of student conduct at school and at school-sponsored events not on school property.

## **Sexual Harassment**

Sexual harassment will not be tolerated in the school district. Sexual harassment of employees or students of the district by board members, administrators, certified and classified personnel, students, vendors, and any others having business or other contact with the school district is strictly prohibited.

Sexual harassment shall include, but not be limited to, unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

- Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
- Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or

- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

No district employee shall sexually harass, be sexually harassed, or fail to investigate or refer a complaint or sexual harassment for investigation. Complaints of sexual harassment by employees will be promptly investigated and resolved. Initiation of a complaint of sexual harassment will not adversely affect the job security or status of an employee, nor will it affect his or her compensation or work assignment. Violation of district policy shall result in disciplinary action, up to and including termination.

Employees who believe they have been subjected to sexual harassment should discuss the problem with their immediate supervisor. If an employee's immediate supervisor is the alleged harasser, or if the employee is uncomfortable discussing the issue with his/her supervisor, the employee should discuss the problem with the coordinator of federal compliance, the principal or the superintendent.

Employees who do not believe the matter is appropriately resolved may file a written complaint under the district's discrimination complaint procedure. Confidentiality shall be maintained throughout the complaint procedure.

## **Gifts**

Patrons and students should not be encouraged to give personal gifts to school personnel. If gifts are offered, school personnel should minimize such acts and not give publicity or public recognition for such gifts to praise the donor.

No employee may accept any commission, gift or gratuity for personal gain from any source whatsoever that is offered by virtue of his or her employment with the school district or that has any relationship to any school activity or program. Acceptance of such commission, gift or gratuity for personal gain by any employee will be sufficient reason for immediate termination of employment with the school district.

Any individual bequest to the district will be considered on an individual basis by the USD 110 Board of Education.

## **Personal Business/Solicitation**

Unless permission is granted by the appropriate supervisor, solicitation of employees by any vendor, student, other school district employee or patron during normal duty hours is prohibited.

No employee will attempt, during the school day or on school property, to sell or endeavor to influence any student or school employee to buy any product, article, instrument, service or other items, which may directly or indirectly benefit the school employee.

No employee will engage in sales or solicitation on behalf of the school or use the school name without the prior approval of the principal.

Any agent or business representative calling on school personnel about school matters, such as textbooks, publications of the school, class insignia, athletic equipment, music instruments, school equipment, school supplies, building and custodial supplies, etc., will first obtain permission from the superintendent or principal. It is the duty of the school employee to ascertain if the representative has such permission. In general, a teacher will not interrupt class work to purchase anything for the school without expressed authorization from the superintendent or principal and shall be personally liable for payment of the bill and material so ordered if prior approval has not been made.

## **Employee Dress Codes**

Appropriate dress is required for all employees. Requirements will vary based on job responsibilities.

## **Facebook and Similar Internet Sites**

School principals will annually remind staff members and orient new staff members concerning the importance of maintaining proper decorum in the on-line, digital world as well as in person. Employees must conduct themselves in ways that do not distract from or disrupt the educational process. The orientation and reminders will give special emphasis to:

- Improper fraternization with students using Facebook and similar internet sites or social networks
- Inappropriateness of posting items exhibiting or advocating use of drugs and alcohol
- Examples of inappropriate behavior from other districts, as behavior to avoid
- Monitoring and penalties for improper use of district computers and technology
- Avoid the use of the school's name and logo on a teacher's personal website
- The possibility of penalties, including dismissal from employment, for failure to exercise good judgment in on-line conduct

When inappropriateness use of computers and websites is discovered, the School Principal and Superintendent will bring it to the attention of appropriate employees.

The School Board discourages school district staff from socializing with students outside of school in person or on social networking websites, including but not limited to Twitter and Facebook.

All school district employees, faculty and staff who participate in social networking websites, shall not post any school district data, documents, photographs or other district owned or created information on any website. Further, the posting of any private or confidential school district material on such websites is strictly prohibited. School district employees are prohibited from engaging in any conduct on social networking websites that violates the law, school board policies, or other standards of conduct. Employees who violate this policy may face discipline and/or termination, in line with other school board policies and/or collective bargaining agreements, if applicable.

Nothing in this policy prohibits employees, faculty, staff or students from the use of educational websites if such sites are used solely for educational purposes. Access of social networking websites for individual use during school hours is prohibited.

## **Visitors**

Adult guests from other districts are welcome to our schools as well as patrons from our district. All visitors to any building should check in at the office.

Children or relatives from other districts are not allowed to visit the schools unless special permission is received from the administration.

## **Confidentiality**

Confidential student information, whether written or oral, shall be handled in a confidential manner and be discussed only with the parents/guardians of the particular student and the appropriate school personnel. Violations of this rule, which violate the privacy rights of students, could result in disciplinary action, up to and including termination being taken against the employee.

Confidential personnel information, whether written or oral, shall be handled in a confidential manner and be discussed only with the appropriate school personnel. Violations of this rule, which violate the privacy rights of personnel, could result in disciplinary action, up to and including termination being taken against the employee.

## **Political Office**

Employees who intend to become candidates for political office should notify the superintendent within five days of the date on which the declaration of candidacy is filed. Employees who are elected or appointed to a political office which the board, in its discretion, deems to be a full-time office may be required to terminate their employment with the district. An employee who must be absent from work to carry out the duties of a political office must take a leave of absence without pay for the duration of the political duties.

Employees are not eligible to serve on the Board of Education in the district they are employed by.

Employees may not use school time or school property for the purpose of furthering the interest of any political party, the campaign of any political candidate or advocacy of any political issue.

## **Participation in Activities**

Employees are encouraged to participate in community activities and organizations, insofar as those activities do not infringe upon time on the job. Prior permission must be obtained from the superintendent for participation in any community activity that takes place during the workday.

## **Outside Employment**

School employees may not accept employment or carry on business or activity for profit that interferes with the complete discharge of responsibilities to the school district. Provided there is



no interference with school duties, school employees may engage in occasional business transactions for profit outside of school hours or on holidays.

### **Criminal Convictions**

Any employee convicted of a felony or driving under the influence, or who enters a plea of guilty or diversion agreement, must notify the superintendent within five (5) days after the conviction or diversion agreement.

### **Suspension**

The superintendent may suspend a non-certified employee for cause with pay pending final action by the Board of Education.

## **District Procedures**

### **Accident Reporting**

All staff members are to report accidents involving students or staff. Accident reporting forms are available in the office and are to be turned in to the building secretary.

### **Assignments and Transfers**

The Board reserves the right to assign, reassign or to transfer all classified employees.

### **Board Policies**

All employees shall follow and be familiar with all policies and regulations established by the Board of Education.

### **Complaints/Grievances**

Any employee may file a complaint with their supervisor concerning a school rule, regulation, policy or decision that affects the employee.

The complaint shall be in writing; filed within 10 days following the event complained of and shall specify the basis of the complaint. The supervisor shall meet with the employee and provide a written response within 10 days. If the employee disagrees with the decision, the employee may appeal to the superintendent. The superintendent's decision shall be final.

### **Employee Status**

The initial employment period for classified employees shall be on a probationary basis. The conditions of the probation shall be approved by the Board of Education.

1. The term of probation for an hourly, classified employee shall not be more than 90 calendar days.

2. The benefits of paid holidays, paid sick leave and paid vacation shall not accrue to the employee during the term of the probation. Benefits will be retroactive to the date of employment upon completion of the probationary period.
3. The terms of probation for salaried, classified employees shall be considered on an individual basis by the Board of Education.
4. The successful completion of a probationary period of employment, and subsequent advancement to a status of regular employment, shall not be construed to mean acquisition of tenure.
5. In order to be eligible for any employee benefits a person must be contracted for a minimum of 17.5 hours per week and nine (9) months per year of employment.

## **Employment Procedures**

The offer of an employment agreement or renewal of an employee agreement shall be presented in duplicate. The classified employee shall sign and return one copy within the time period designated by the superintendent. Upon receipt of the signed copy, the agreement will be presented to the Board for approval.

Any written agreement shall contain a reference that the agreement is an employment-at-will agreement, which may be terminated by either party by giving two (2) weeks written notice to the other. There are no rights of continuing employment.

## **Termination/Resignations**

Classified employees are employees at will and their employment can be terminated at any time for any reason or no reason at all. No oral statements or statements in the employee handbook are intended to create a right to continuing employment.

Employees may resign from their jobs in accordance with the employment contract and/or rules of the Board. The Board will accept such resignations when they are deemed to be in the best interest of the district. In all instances, except suspension and/or termination, separation from employment should arise from a written resignation submitted to the Board.

**Any full time classified staff that is retiring and gives written notice to the USD 110 Board of Education 90 days prior to their retirement date will receive a \$500 stipend. The \$500 will be awarded on the first pay period after their last day of work.**

## **Hiring**

Although an employee may begin work upon a provisional basis if approved by the administration, the employment of any person is not official until the agreement is approved by the Board and signed by the candidate. As a condition of employment, an applicant who cannot certify they have continuously resided in Kansas for the past 10 years will be subjected to a state and national criminal history records check by the Kansas Bureau of Investigation (KBI). The check will conform to applicable federal standards and include the taking of the applicant's fingerprints.

A typical employment sequence shall include the following steps: a) A verbal offer of employment is made to the candidate. b) A verbal acceptance is made by the candidate. c) A

background check is initiated if required. d) An agreement is presented to the candidate who signs and returns it. e) The agreement signed by the candidate is recommended to the Board for approval. f) Following ratification by the Board, the agreement is signed by the president of the Board with copies distributed as deemed appropriate. g) The agreement is subject to termination by the Board of Education, without further proceedings and without reference to any other law or contractual arrangement if the results of the criminal history records check reveal the employee has been convicted of any offense or of any attempt to commit any offense, specified by K.S.A. 1999 Supp. 72-1397 and amendments.

## **Drug Testing**

All district employees performing job functions which require the employee to maintain a commercial driver's license may be tested for alcohol and drugs as required by current federal law. Board approved rules and regulations necessary to implement the testing program shall be on file with the clerk. Each new employee who is required to undergo alcohol and drug testing shall be given a copy of the appropriate regulations. Compliance with the required elements of the testing program is a condition of employment as a driver in the district.

## **Evaluations**

As a means of improving the vital services delivered by employees, each year all members of the classified staff are evaluated as an assessment of job performance. After the second year of employment, classified staff members will be evaluated a minimum of once every two (2) years. Performance evaluations are conducted by each employee's immediate supervisor.

## **Job Descriptions**

The superintendent will develop a job description for each category of classified employee. A copy of each job description is filed with the clerk and will be available for inspection during regular office hours.

## **Agreements and Time Schedules**

Employees will be paid according to rates established by the Board of Education. Rates will be reviewed and agreements for returning employees will be considered annually by the Board by June 30. The Board delegates authority to the business manager to develop time schedules for all classified employees, subject to approval by the superintendent. Time schedules will be assigned at the start of the employment term.

## **Workload Assignments**

Work load assignments for clerical, aids, nurses, maintenance, food service, custodial and transportation employees shall be made by the business manager after evaluation of personnel positions.

## **Personal Property**

The district is not responsible for employees' personal property and, therefore, does not assume any liability for an employee's lost, stolen, or damaged property. If an employee's personal

property is broken, damaged or stolen while the employee is on the job, repair or replacement is the employee's responsibility.

### **Interrogation/Investigation of Students**

No one may interrogate or investigate a student on school grounds without the permission of the principal.

### **Searches of Students and Property**

If a staff member believes there is a need to search a student or property, he/she shall contact the principal. Searches of students or property shall be conducted in accordance with the rules approved by the Board. Staff shall not search students or property. No law enforcement officer shall search students or property without a search warrant.

Building principals are authorized to search students or property if there is reasonable suspicion that district policies, rules or directives are being violated. All searches by the principal shall be carried out in the presence of another adult witness.

### **Staff Development/Recruitment**

USD 110 is a charter member of Smoky Hill Education Cooperative. Through this service center, staff development and continuing education opportunities are offered to staff members. Additional staff development activities are planned through the District Leadership Team.

### **Distribution of Information**

Materials from sources outside of the district may not be distributed on school grounds without prior permission from the principal. Examples of outside materials include, but are not limited to, political materials, special interest materials and advertisements.

The principal shall determine the time, place and manner for materials distribution.

### **Board of Education**

USD 110 Board of Education is comprised of seven members who meet once a month held on the 2nd Monday of each month so that business of the district may be legally transacted. Visitors are welcome to all regular meetings of the USD 110 Board of Education.

## **Health**

### **Asbestos**

Federal and state regulations require annual notification to the public that friable asbestos has been detected in USD 110 buildings.

An operations and management plan was developed in compliance with federal and state regulations regarding friable asbestos and is on file at the Burkholder Administrative Center. A copy of the plan is available in each school building.

The three-year inspection, required by federal and state laws, has been completed by Reliable Environmental Agency. No significant changes were found. Any questions may be addressed to Curtis Lamont or Larry Karlin, USD 110 directors of buildings and grounds.

## **Hazardous Waste**

When hazardous waste material is located in the district, its disposal shall be in accordance with state and federal laws, rules and regulations.

No employee shall bring hazardous material to school without prior approval of the supervisor. Such material shall be in an appropriate container and properly labeled. If an employee discovers waste material that is, or may be hazardous, he/she should notify his/her supervisor immediately. Hazardous wastes include, but are not limited to, wastes that are flammable, corrosive, infectious, highly reactive or toxic.

Hazardous waste must be placed in an appropriate container affixed with a hazardous waste label that lists the specific contents. Unlabeled containers containing undetermined contents, which may contain hazardous substances, shall not be put in trash containers. All hazardous wastes must be properly labeled and stored appropriately until they can be disposed of properly. Placing them in trash containers or the sewer system is not an acceptable disposal method.

## **Bloodborne Pathogens**

The exposure control plan for bloodborne pathogens is available for review from school nurses. All staff shall receive the training and equipment necessary to implement the plan.

## **Communicable Diseases**

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

An employee afflicted with a communicable disease dangerous to the public health shall be required to withdraw from active employment for the duration of the illness in order to give maximum health protection to other district employees and to students. The employee shall be allowed to return to duty upon termination of the illness, when authorized in writing by a physician.

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

## **Health Certificate**

State law requires that all employees who come in regular contact with students must submit certification by a person licensed to practice medicine which indicates that the employee is free

from any condition which compromises the health, safety and welfare of students and that such employee is free from tuberculosis. This certification must be renewed every three years except for bus drivers who are required to renew health certification every two years.

If the Board had good faith doubt concerning the health of any employee, a new certificate may be required. The cost of the physical exam is to be paid by the employee.

## **Administration of Medicine**

The supervision of any medications shall be in strict compliance with the rules and regulations of the Board. District employees may not dispense or administer any medications, including prescription and non-prescription drugs, to students except as outlined in Board policy.

# **Safety**

## **Inclement Weather**

If school is closed because of weather, classified employees will be paid for the day(s) school is canceled. Custodians are required to be on campus for snow removal once the roads are cleared and they can arrive on campus safely.

School closings will be announced on these stations, after a Text Caster message has been sent:

- Textcaster \*(sign up by contacting the high school office secretary)
- KKAN/KQMA 92.5
- KWCH 12 Eyewitness News

A decision to cancel school will be made prior to 7 a.m. so that the appropriate announcements can be made. If you do not hear the announcement by 7 a.m., you may assume that school will be in session and buses will run.

## **Fire Drills**

Fire drills are held in each school once each month for the protection of students and staff. Procedures are posted in each room and are discussed with students before a drill. During the drill, students will walk a safe distance from the building.

## **Tornado Drills**

Procedures for tornado precautions are posted in all rooms and are discussed with students. At least three tornado drills will be held during each school year.

## **Accidents**

Any school employee who discovers an accident on school property shall report the accident to the building principal or designated representative.

If the person requires medical treatment, the employee shall:

- Send for medical help;

- Make the individual as comfortable as possible while waiting for competent medical assistance to arrive; and
- Notify the principal or designated representative

If an employee is qualified to administer first aid, that aid may be given. Qualified employees are those employees who have successfully completed an approved Red Cross first aid program or the school nurse.

If an employee is injured on the job, the supervisor should be contacted immediately and a report shall be made within 10 days. The supervisor will then be responsible for contacting the district central office, which will in turn supply the injured employee with the appropriate forms to complete.

The employee must keep copies of all doctor's orders and provide a file copy to the district central office. The employee must inform the doctor or hospital that he/she is covered by the district worker's compensation plan. See "Workers Compensation," section in this handbook.

## **Security**

Any district employee who believes any of the following has occurred at school, on school property or at a school-sponsored activity shall immediately report this information to local law enforcement:

- An act which constitutes the commission of a felony or a misdemeanor; or
- An act which involves the possession, use or disposal of explosives, firearms or other weapons as defined in current law

## **Child Abuse**

Any district employee who has reason to know or suspect that a child has been injured as a result of physical, mental or emotional abuse or neglect or sexual abuse, shall promptly report the matter to the local Department of Children and Families Office (DCF) or to the local law enforcement agency if the DCF office is not open. It is recommended the building administrator also be notified after the report is made.

District employees shall not contact the child's family or any other persons to determine the cause of the suspected abuse or neglect. It is the legal responsibility of the school employee to report but not the responsibility of school employee to investigate that the child has been abused or neglected.

## **Keys**

The building principal is responsible for issuing keys and maintaining a current and accurate list of all people who have been issued keys. No keys shall be duplicated without permission. Keys should be turned in to the appropriate supervisor when an employee is no longer employed by the district or is assigned to another building. Keys shall not be loaned to anyone. Any lost keys shall be reported immediately to the principal so measures may be taken to maintain safety and security and to protect district policy.

## **Crisis Management Plans/Building Safety Plans**

Building Safety Plans outline responses to various incidents that might threaten student/staff safety and wellbeing. The district's Crisis Management Plan supports each building's safety plans by providing detailed information on how to respond and who will be responsible in crisis situations. Outlined in the plan are guidelines and procedures to accomplish the following:

1. Immediately allow staff to take control of any crisis situation
2. Prevent additional injuries or tragedies to students and staff
3. Alleviate unnecessary confusion and turmoil among students, staff and the community
4. Reduce disruption of school
5. Return to normal school routine as quickly as possible

Building Safety Teams have been designated for each attendance center. The building principal in each attendance center is charged with the responsibility of the team. A District Crisis Intervention Team has been designated, and the superintendent of schools is responsible for this team.

## **Threats of Violence Policy and Procedures**

To provide a safe and respectful environment for all students and staff, USD 110 will take steps to deter incidents of violence or threats of violence in our schools. Therefore, students and parents must be aware that all threats (verbal, written, implied or physical) will be taken seriously by school personnel and each and every threat will carry a consequence.

We request parent and community support in this effort to let our students know that no threat is "just joking," and no threat will be ignored. We must work together to teach our youth better ways to deal with conflict and frustration. We must also establish the understanding that our community is united in the belief that violence or threats of violence in our schools is intolerable.

### **Procedures to Respond to Threats of Violence:**

1. All threats will be reported to school staff immediately by anyone who sees or hears it without regard for interpretation. If it is a threat, report it.
2. Administration and staff will investigate to determine the seriousness and circumstances surrounding the threat.
3. Any necessary disciplinary action will follow current Board of Education policy, including notification of parents/guardians and law enforcement officials.

# **Facilities/Supplies/Equipment**

## **Purchasing/Requisitions**

The procedure for purchasing is as follows:



1. Submit a written requisition to the building secretary, which is coded and sent on to the building principal for consideration and approval.
2. If approved by the building principal, the requisition will be forwarded to the district clerk with the appropriate account number to which the purchase is to be charged.
3. If the funds are available in the designated account, the business manager will instruct the accounts payable clerk to issue an approved purchase order. At this time, and not before, a purchase may be made.
4. Supplies and materials will be purchased in a manner which is economical, efficient and which takes into consideration the goals and objectives of the educational process.
5. Do not make a purchase order without prior approval from the building principal or superintendent.

## **Care of Facilities and Equipment**

All personnel have the authority and responsibility to help take care of the grounds and buildings and their contents. Damage and/or accelerated wear and tear to school property due to abuse, neglect or other misuse may be cause for disciplinary action.

When leaving a building at night, all doors and windows should be closed and locked. All lights and other equipment should be turned off as appropriate.

## **Energy Management Conservation Policy**

The following is the USD 110 Energy Management Conservation Policy.

As the School Board of the USD 110, we believe it to be our responsibility to ensure that every effort is made to conserve energy and natural resources while exercising sound financial management.

The implementation of this policy is the joint responsibility of the Board members, administrators, teachers, students and support personnel and its success is based on cooperation at all levels.

The principal will be accountable for energy management on his/her campus with energy audits being conducted and conservation program outlines being updated. Judicious use of the various energy systems of each campus will be the joint responsibility of the principal and head custodian to ensure that an efficient energy posture is maintained on a daily basis.

To ensure the overall success of the energy management program, the following specific areas of emphasis will be adopted:

1. Every student and employee will be expected to contribute to energy efficiency in our school. Every person will be expected to be an “energy saver” as well as an “energy consumer.”
2. Effective immediately, all unnecessary lighting in unoccupied areas will be turned off. All lights will be turned off when students and teachers leave school. Custodians will turn on lights only in the areas in which they are working.

3. Energy management on his/her campus will be made a part of the principal's annual evaluation.
4. The custodian at each school will be responsible for a complete and total shutdown of the facility when closed each evening.
8. Prevent and respond to water intrusions within USD 110 buildings.
9. Maintain proper drainage around buildings.
10. Monitor and maintain appropriate relative humidity levels.

## **Custodian Responsibilities**

If the school is sponsoring a social function, the school must provide custodial service. Request for custodial service at these functions should be submitted in writing to the business manager for approval.

## **Use of Facilities**

Requests for use of school buildings should be directed to the building principal when school is in session.

Requests must be made in writing and must be approved by the building principal. However, requests to use the school equipment and furniture are discouraged.

Request for use of school grounds should be directed to the building principal when school is in session and to the business manager at other times.

The operation of mini-bikes, motorcycles, motorized vehicles or horses are prohibited on the school grounds with the following exceptions:

- (a) Use of driveways to enter or leave parking areas;
- (b) Use of parking areas while attending school or attending school events.

## **Equipment Use**

Use of equipment and supplies is for the performance of official and approved assignments only. Use of district equipment or supplies for personal projects is prohibited without prior permission of the employee's supervisor.

## **Use of Telephone**

No staff member or student will be called from his or her duties/class unless it is an emergency. A message slip will be made of incoming calls and the message will be delivered when it is possible to deliver. If the message cannot be taken, the number of the party calling will be relayed so that the staff member/student may call back at the earliest convenient time. In case of emergency, the teacher or student will be called to the phone immediately. Staff members wishing to make long distance calls on school business only should contact their building principal. Long distance personal calls are discouraged.

## **Copying and Duplicating**

The copyright laws of the United States make it illegal for anyone to duplicate copyrighted materials without permission. Severe penalties are provided for unauthorized copying of all materials covered by the act unless the copying falls within the bounds of the “fair use” doctrine. Any duplication of copyrighted materials by district employees must be done with permission of the copyright holder or within the bounds of “fair use,” as set forth in Board policy.

## **Technology Policy**

Technology is any form of electronic equipment or media designed to support the productivity of the students, staff and patrons of USD 110 and enhance the learning process. This equipment includes, but is not limited to, desktop computers, laptops, printers, networking equipment, the Internet, e-mail, other forms of telecommunications, telephones, all forms of software and other peripherals.

Use of our access to district technology is for approved educational and professional use only. Each student must have on file a signed agreement form and consent form as set forth in the “Acceptable Technology Use Policy.” Employees are expected to comply with the policy as a condition of employment. The district retains the right to discipline any student, up to and including expulsion, and any employee, up to and including termination, for violations of this policy.

### **Ownership of Employee/Student-Produced Computer Materials**

All information created by employees and students shall be considered district property and shall be subject to unannounced monitoring by district administrators. Computer materials or devices created, as part of any assigned district responsibility or classroom activity undertaken on school time shall be the property of the Board.

### **Copyright**

Software and other materials acquired by staff using either district or personal funds, and installed on district technology, must comply with copyright laws. Proof of purchase (copy or original) must be filed in the district office.

### **Installation**

Only software purchased by the district may be loaded onto district computers. Software licensed to the district shall not be used on computers not owned by the district without prior approval. District software shall not be copied for personal use without prior approval.

No software, including freeware or shareware, may be installed on any district computer until cleared by the system administrator. Program files must have the approval of the administrator to be installed on any district server or computers. Students shall not install software on district computers or computer systems.

Employees shall only use passwords or other encoding or security mechanisms as assigned by system administrator. The use of a password does not affect the employer’s right to monitor. All forms of electronic communications are subject to monitoring by the employer to ensure the systems are only being used for official purposes.

### **Hardware**

Staff shall not install unapproved hardware on district computers or make changes to software setting that support district hardware.

### **Computer Materials**

The administration may conduct periodic audits of software installed on district equipment to verify legitimate use.

### **Privacy Rights**

Employees and students shall have no expectation of privacy or restricted access to any information generated during the course of their official duties or entered in any district computers or other forms of technology. Any email or computer application or information in district computers or computer systems is subject to monitoring by the administration.

### **E-mail**

USD 110 e-mail accounts are first and foremost for education/business-related activities. Access is a privilege, and with it comes an expectation of responsible use. Employees should use this technology to support their work and accomplish the educational mission of our school district.

Employees waive any right to privacy in e-mail messages and consent to the access and disclosure of e-mail messages by authorized employees. Messages/information sent using the [all@...](#) Address must have building administration approval, must be business/education related and must pertain to the majority of our employees.

### **Internet**

The Internet is an electronic communications network that provides vast, diverse and unique resources. Our goal in providing this service is to promote educational excellence by facilitating resource sharing, innovation and communication.

Inappropriate use and/or transmission of any material in violation of any United State or state regulation, is prohibited. This includes, but is not limited to copyrighted material, threatening or obscene material, or material protected by a trade secret.

### **District Web Presence**

Our schools' web presence represents the school to a potentially greater audience than any other medium. The collection of electronic documents can be an excellent way to provide unique information about the schools. In addition, the World Wide Web is an excellent teacher and learning tool.

USD 110 web pages will be used for the following purposes:

- a. Share Information
- b. Share Resources
- c. Provide authentic classroom and audience experiences for students
- d. Bring real-world relevance to curriculum and expands the classroom beyond the traditional "four walls"

*Please note:* Some of the information included in the following policy is repeated from the Board of Education Technology Policy printed above. This Acceptable Use Policy is reprinted here for your information. Every student and parent/guardian must sign the agreement before access to technology is granted. These agreements are kept on file.

## **Policies and Guidelines related to the use of District Technology**

### **Definition of Technology and the Internet**

Technology is any form of electronic equipment or media designed to support the productivity of the students, staff and patrons of USD 110, as well as enhance the learning process. This equipment includes, but is not limited to: desktop computers, laptops, printers, networking equipment, the Internet, e-mail, other forms of telecommunications, telephones, all forms of software and other peripherals.

Specifically, the Internet is an electronic communications network, which provides vast, diverse and unique resources. Our goal in providing this service to teachers, staff, patrons and ultimately the students is to promote educational excellence in USD 110 by facilitating resource sharing, innovation and communication.

### **Overview and Purpose**

All of the guidelines and procedures outlined in this document pertaining to the acceptable use of technology are intended to make that technology more useful to students, staff and patrons of USD 110. These guidelines are also intended to maximize the learning environment and process. Access to these technologies is a privilege that comes with responsibility.

USD 110 views information gathered from various technological resources, including the Internet, in the same manner as reference materials identified by the schools. Specifically, the district supports resources that will enhance the learning environment with directed guidelines and supervision from the faculty and staff. Exploration and manipulation of resources is encouraged. However, it is impossible to control all materials on a global network and an industrious user may discover inappropriate information that is not consistent with the educational mission, goals and policies of the school district.

### **Guidelines for Acceptable Use**

1. Acceptable Use Policy – **Rules of Behavior:** Informal rules of behavior have evolved for the use of technology and communication on the Internet and other online services. All users of USD 110 computers and networks are expected to abide by the generally accepted rules of technology usage and etiquette. Collectively, they help to identify a level of acceptable use of the technology in USD 110.

2. Acceptable Use Policy – **State and Local Policies:**

- A. USD 110 Board Policy: Computer Materials (IIBG)
1. Ownership of Employee/Student-Produced Computer Materials:  
Computer materials or devices created as part of any assigned district responsibility or classroom activity undertaken on school time shall be the property of the Board. The Board's rules governing ownership of employee or student-produced computer materials are on file with the clerk and are available upon request.
  2. Computer Use: Use of district computers or software is for performance of official and approved assignments only. Use of district computer equipment or software for personal projects is prohibited without prior permission of the administration.
  3. Administrative Access to Computerized Information: All computer-generated information produced by students and employees are subject to administration or Board review.
- B. Kansas Law K.S.A. 21-3755 Computer crime; criminal computer access.
- As used in this section, the following word and phrases shall have the meaning respectively ascribed thereto:
    1. "Access" means to approach, instruct, communicate with, store data in, retrieve data from, or otherwise make use of any resources of a computer, computer system or computer network.
    2. "Computer" means an electronic device which performs work using programmed instruction and which has one or more of the capabilities of storage, logic, arithmetic or communication and includes all input, output, processing, storage, software or communication facilities which are connected or related to such a device in a system or network.
    3. "Computer network" means the interconnection of communication lines, including microwave or other means of electronic communication, with a computer through remote terminals, or a complex consisting of two or more interconnected computers.
    4. "Computer program" means a series of instructions or statements in a form acceptable to a computer, which permits the functioning of a computer system in a manner designed to provide appropriate products from such computer system.
    5. "Computer software" means computer programs, procedures and associated documentation concerned with the operation of a computer system.
    6. "Computer system" means a set of related computer equipment or devices and computer software which may be connected and unconnected.
    7. "Financial instrument" means any check, draft, money order, certificate of deposit, letter of credit, bill of exchange, credit card, debit card or marketable security.
    8. "Property" includes, but is not limited to, financial instruments, information, electronically produced or stored data, supporting documentation and computer software in either machine or human readable form.
    9. "Services" includes, but are not limited to, computer time, data processing and store functions and other uses of a computer, computer system or computer network to perform useful work.
    10. "Supporting documentation" includes, but is not limited to, all documentation used in the construction, classification, implementation, use or modification of computer software, computer programs or data.
  - Computer crime is:

1. Intentionally and without authorization gaining or attempting to gain access to and damaging, modifying, altering, destroying, copying, disclosing or taking possession of a computer, computer system, computer network or any other property;
  2. Using a computer, computer system, computer network or any other property for the purpose of devising or executing a scheme or artifice with the intent to defraud or for the purpose of obtaining money, property, services or any other thing of value by means of false or fraudulent pretense or representation, or;
  3. Intentionally exceeding the limits of authorization and damaging, modifying, altering, destroying, copying, disclosing or taking possession of a computer, computer system, computer network or any other property.
- **Computer Crime:**
    1. Computer crime, which causes a loss of the value of at least \$500, is a class A nonperson misdemeanor.
    2. Computer crime, which causes a loss of the value of at least \$500 but less than \$25,000, is a severity level 9, nonperson felony.
    3. Computer crime, which causes a loss of the value of \$25,000 or more, is a severity level 7, nonperson felony.
    - In any prosecution for computer crime, it is a defense that the property or services were appropriated only and avowedly under a claim of title made in good faith.
    - Criminal computer access in intentionally, fraudulently and without authorization gaining or attempting to gain access to any computer, computer system, computer network or to any computer software, program, documentation, data or property contained in any computer, computer system or computer network. Criminal computer access is a class A nonperson misdemeanor.
    - This section shall be part of and supplemental to the Kansas criminal code.
3. Acceptable Use Policy – **Security**: If you identify a security problem, notify a faculty member immediately.
    - Do not show or identify security problems to others.
    - Do not reveal your password(s) to another person for use.
    - Attempts to log in as another user may result in cancellation of privileges.
    - Any user identified as a security risk or having a history of problems with other computer systems may be denied access. Users may occasionally be required to update/change password information in order to continue access.
  4. Acceptable Use Policy – **Privileges**: Access to all forms of technology is a privilege. Unacceptable usage may result in revoked privileges and/or district disciplinary actions.
  5. Acceptable Use Policy – **Vandalism/Harassment**: Vandalism and/or harassment will result in the cancellation of the offending user's account.
    - Vandalism is defined as any malicious attempt to harm or destroy data of another user, the Internet or other networks. This includes, but is not limited to, creating and/or uploading computer viruses.
    - Harassment is defined as the persistent annoyance of another user or the interference in another user's work. This includes, but is not limited to, the sending of unwanted e-mail.

6. Acceptable Use Policy – **Penalties**: Any user violating these provisions, state and/or local policies, applicable state and federal laws or pasted classroom and district rules is subject to loss of technology privileges and any other district disciplinary options, including criminal prosecution. School and district administrators will make the final determination as to what constitutes unacceptable use and their decision is final.