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**G**     **Personnel Policy Organization**

**G**

These policies are arranged in the following manner:

- GA policies apply to all employees of the district.
- GB policies apply to certified staff subject to the negotiated agreement.
- GC policies apply to classified/non-certified staff.

For the purposes of the board’s personnel policies

- the term ‘certified staff’ means any professional employee who has achieved at least a bachelor’s degree and is required to hold a license issued by a state agency for employment with the district; and
- the term ‘classified staff’ means any employee paid on an hourly basis and/or those employees paid via the professional/technical salary schedule.

Approved:     June 12, 2001  
Revised:       November 25, 2003  
Reviewed:     March 29, 2011  
Revised:       November 12, 2019

1 **GA** **Expense Reimbursement and Credit Cards**

**GA**

2

3

See Policy GANA – Expense Reimbursement and Credit Cards.

4

5 Approved: November 25, 2003

6 Revised: March 29, 2011

7 Revised: October 14, 2014

1 **GAA Goals and Objectives**

**GAA**

2 (Certified/Classified Staff)

3

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

5

6 All personnel handbooks shall be approved by the board and adopted, by reference, as a  
7 part of these policies and rules. (See BDA)

8

9 Approved: January 20, 1982

10 Revised: August 15, 1990

11 Reviewed/Revised: June 12, 2001

12 Reviewed: March 29, 2011

1 **GAAA Equal Employment Opportunity and Nondiscrimination**  
2 (Certified/Classified Staff)

GAAA

3  
4 The board shall hire all employees on the basis of ability and the district's needs.

5  
6 The district is an equal opportunity employer and shall not discriminate in its  
7 employment practices and policies with respect to hiring, compensation, terms, conditions, or  
8 privileges of employment because of an individual's race, color, religion, sex, national origin,  
9 disability, age, or genetic information. Discrimination on any of these characteristics will not be  
10 tolerated. The district will make reasonable accommodations to applicants and employees who  
11 need them for medical or religious reasons, as required by law.

12  
13 Inquiries regarding compliance may be directed to the Human Resources Department at  
14 1511 Gypsum, PO Box 797, Salina, KS 67402, 785-309-4700 or to

15  
16 Equal Employment Opportunity Commission  
17 Gateway Tower II  
18 400 State Ave., Suite 905  
19 Kansas City, KS 66101  
20 (913) 551-5655  
21 [kansascityintake@eoc.gov](mailto:kansascityintake@eoc.gov)

22  
23 or

24  
25 Kansas Human Rights Commission  
26 900 SW Jackson, 568-S  
27 Topeka, KS 66612-2818  
28 (785) 296-3206  
29 [khrc@ks.gov](mailto:khrc@ks.gov)

30  
31 or

32  
33 United States Department of Education  
34 Office for Civil Rights  
35 One Petticoat Lane  
36 1010 Walnut Street, Suite 320  
37 Kansas City, MO 64106  
38 (816) 268-0550  
39 [OCR.KansasCity@ed.gov](mailto:OCR.KansasCity@ed.gov)

40  
41 Approved: January 20, 1982  
42 Revised: August 15, 1990  
43 Revised: February 19, 1992  
44 Revised: June 12, 2001  
45 Revised: October 24, 2006  
46 Revised: March 29, 2011  
47 Revised: November 8, 2016  
48 Revised: November 12, 2019

1 **GAAB Complaints of Discrimination**

GAAB

2 (See GAAC, GAACA, JDDC, JGEC, JGECA, KN and KNA)  
3 (Certified/Classified Staff)  
4

5 The district is committed to maintaining a working and learning environment free from  
6 discrimination, insult, intimidation or harassment due to race, color, religion, sex, national origin,  
7 disability, age, or genetic information.  
8

9 Except as otherwise provided in this policy and board policies GAAC, JGEC and KNA,  
10 any incident of discrimination in any form shall promptly be reported to an employee's  
11 immediate supervisor, the executive director of human resources or the superintendent for  
12 investigation and corrective action. Complaints against the superintendent should be addressed  
13 to the board of education. Any employee who engages in discriminatory conduct shall be subject  
14 to disciplinary action, up to and including termination.  
15

16 The district does not discriminate against any individual on the basis of race, color,  
17 religion, sex, national origin, disability, age, or genetic information in the admission or access to  
18 or treatment or employment in the district's programs and activities and provides equal access to  
19 the Boy Scouts and other designated youth groups. The executive director of human resources  
20 has been designated to coordinate compliance with nondiscrimination requirements contained in  
21 Title VI and Title VII of the Civil Rights Act of 1964 except discrimination on the basis of sex,  
22 Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the  
23 Age Discrimination Act of 1975, the Personal Responsibility Work Opportunity Reconciliation  
24 Act of 1996, and the Food Stamp Act of 1977, as amended. Inquiries regarding the non-  
25 discrimination policies should be addressed to:  
26

27 Executive Director of Human Resources  
28 1511 Gypsum  
29 P.O. Box 797  
30 Salina, KS 67402-0797  
31 [compliance.coordinator@usd305.com](mailto:compliance.coordinator@usd305.com)  
32 785-309-4726  
33

34 Complaints regarding alleged discrimination on the basis of sex, as prohibited by Title IX  
35 of the Education Amendments of 1972 and other federal and state laws regulating such  
36 discrimination and discriminatory harassment, shall be handled in accordance with the  
37 procedures outlined in board policies GAAC and JGEC and shall be directed to the Title IX  
38 Coordinator at:  
39

40 Executive Director of Human Resources  
41 1511 Gypsum  
42 P.O. Box 797  
43 Salina, KS 67402-0797  
44 [compliance.coordinator@usd305.com](mailto:compliance.coordinator@usd305.com)  
45 785-309-4726  
46



47 **GAAB Complaints of Discrimination**

**GAAB-2**

48 (See GAAC, GAACA, JDDC, JGEC, JGECA, KN and KNA)  
49 (Certified/Classified Staff)

50

51 More information may be obtained on discrimination on the basis of sex by contacting  
52 the Title IX Coordinator.

53

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

58

59 Unless otherwise provided herein, complaints of discrimination will be resolved using the  
60 district's discrimination complaint procedures. (See KN)

61

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

65

66 Approved: June 12, 2001  
67 Revised: December 8, 2009  
68 Revised: March 29, 2011  
69 Revised: March 13, 2012  
70 Revised: November 10, 2015  
71 Revised: November 12, 2019  
72 Revised: October 13, 2020

3  
4 The board of education is committed to providing a positive and productive working and  
5 learning environment, free from discrimination on the basis of sex, including sexual harassment.  
6 The district does not discriminate on the basis of sex in admissions, employment or the  
7 educational programs or activities it operates and is prohibited by Title IX from engaging in such  
8 discrimination. Discrimination on the basis of sex, including sexual harassment, will not be  
9 tolerated in the school district. Discrimination on the basis of sex of employees or students of the  
10 district by board members, administrators, licensed and classified personnel, students, vendors,  
11 and any others having business or other contact with the school district is strictly prohibited  
12 whether or not the harassment occurs on school grounds.  
13

14 Sexual harassment is unlawful discrimination on the basis of sex under Title IX of the  
15 Education Amendments of 1972, Title VII of the Civil Rights Act of 1964, and the Kansas Acts  
16 Against Discrimination. All forms of sexual harassment are prohibited at school, on school  
17 property, and at all school-sponsored activities, programs or events within the United States.  
18 Sexual harassment against individuals associated with the school is prohibited, whether or not  
19 the harassment occurs on school grounds.  
20

21 It shall be a violation of this policy for any student, employee or third party (visitor,  
22 vendor, etc.) to sexually harass any student, employee, or other individual associated with the  
23 school. It shall further be a violation for any employee to discourage a student or another  
24 employee from filing a complaint or to fail to investigate or refer for investigation any complaint  
25 lodged under the provisions of this policy. Violation of this policy by any employee shall result  
26 in disciplinary action, up to and including termination.  
27

28 Sexual harassment shall include conduct on the basis of sex involving one or more of the  
29 following: (1) a district employee conditioning the provision of an aid, benefit, or service of the  
30 district on an individual's participation in unwelcomed sexual conduct; (2) unwelcome conduct  
31 determined by a reasonable person to be so severe, pervasive, and objectively offensive that it  
32 effectively denies a person equal access to the district's educational program or activity; or (3)  
33 sexual assault, dating violence, domestic violence, or stalking.  
34

35 Sexual harassment may result from verbal or physical conduct or written or graphic  
36 material. Sexual harassment may include, but is not limited to, verbal harassment or abuse of a  
37 sexual nature; pressure for sexual activity; repeated remarks to a person with sexual or  
38 demeaning implication; unwelcome touching; or suggesting or demanding sexual involvement  
39 accompanied by implied or explicit threats concerning an employee's job status.  
40

41 The district encourages all victims of sexual harassment and persons with knowledge of  
42 such harassment to report the harassment immediately. Complaints of sexual harassment will be  
43 promptly investigated and resolved. Any person may make a verbal or written report of sex  
44 discrimination by any means and at any time.  
45

46 The executive director of human resources has been designated to coordinate compliance  
47 with nondiscrimination requirements contained in Title IX of the Education Amendments of  
48

50 (Certified/Classified Staff)

51

52 1972, Title VII of the Civil Rights Acts of 1964 regarding discrimination on the basis of sex, and  
53 the Kansas Act Against Discrimination. Information concerning the provisions of these Acts, and  
54 the rights provided thereunder, or about the application of Title IX to the district is available  
55 from the Title IX Coordinator:

56

57 Executive Director of Human Resources

58 1511 Gypsum

59 P.O. Box 797

60 Salina, KS 67402-0797

61 [compliance.coordinator@usd305.com](mailto:compliance.coordinator@usd305.com)

62 785-309-4726

63

64 Inquiries about the application of Title IX to the district may also be referred to the  
65 Assistant Secretary for Civil Rights at the U.S. Department of Education, Office of Civil Rights,  
66 400 Maryland Avenue, SW, Washington D.C. 20202-1100, 800-421-3481, or at [OCR@ed.gov](mailto:OCR@ed.gov),  
67 or both.

68

69 **Response to Harassment Complaints**

70 The district takes all reports of sexual harassment seriously and will respond  
71 meaningfully to every report of discrimination based on sex, including sexual harassment, of  
72 which the district has actual knowledge. Employees who believe they have been subjected to  
73 sexual harassment should report the problem to their immediate supervisor, the executive  
74 director of human resources or the superintendent. If an employee's immediate supervisor is the  
75 alleged harasser, the employee should report the problem to the Title IX Coordinator or the  
76 superintendent.

77

78 All employees receiving reports of alleged sexual harassment shall notify the Title IX  
79 Coordinator.

80

81 **Definitions**

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

85

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

88

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

93

94 The "decision-maker" reviews all the evidence and prepares an impartial written  
95 responsibility determination as to whether the alleged conduct occurred and provides an

96

100 opportunity for the parties and their representatives to prepare written questions to be answered  
101 by the other party. The decision-maker shall not be the Title IX Coordinator or investigator.

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

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

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

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

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

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

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

138 The Title IX Coordinator, any investigator, decision-maker, or any person who facilitates  
139 an informal resolution process shall not have a conflict of interest or bias for or against the  
140 complainant or respondent. These individuals shall receive training on the definition of sexual  
141 harassment; the scope of the education program and activities; how to conduct an investigation,  
142 including appeals and informal resolution processes; and how to serve impartially, including by  
143 avoiding prejudgment of the facts, conflicts of interest, and bias. Decision-makers shall receive  
144 training on issues of relevance of questions and evidence, including when questions and evidence

146 (Certified/Classified Staff)

147

148 about the complainant's sexual predisposition or prior sexual behaviors are not relevant.  
149 Investigators shall receive training on issues of relevance of questions and evidence in order for  
150 them to create investigative reports that fairly summarize relevant evidence.

151

152 Any employee who witnesses an act of sexual harassment or receives a complaint of  
153 harassment from another employee or a student shall report the complaint to his/her immediate  
154 supervisor, the Title IX Coordinator, or the superintendent. Employees who fail to report  
155 complaints or incidents of sexual harassment to appropriate school officials may face  
156 disciplinary action. School administrators who fail to investigate and take appropriate corrective  
157 action in response to complaints of sexual harassment may also face disciplinary action.

158

159 Complaints received will be investigated to determine whether, under the totality of the  
160 circumstances, the alleged behavior constitutes sexual harassment under the definition outlined  
161 above. Unacceptable conduct may or may not constitute sexual harassment, depending on the  
162 nature of the conduct and its severity, pervasiveness and persistence. Behaviors which are unac-  
163 ceptable but do not constitute harassment may also result in employee discipline. If  
164 discrimination or harassment has occurred, the district will take prompt, remedial action to stop it  
165 and prevent its reoccurrence.

166

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

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- 171 • contact the complainant within 10 business days and discuss the availability of  
172 supportive measures, with or without the filing of a formal complaint, and consider  
173 the complainant's wishes as to supportive measures; and
- 174 • inform the complainant of the right to a formal complaint investigation consistent  
175 with Title IX and the informal resolution process.

176

#### 176 Supportive Measures

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

188

#### 189 Formal Complaint

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

192

194 (Certified/Classified Staff)

195

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

- 199 • At the time of filing a formal complaint, a complainant must be participating in or  
200 attempting to participate in the education program or activity of the district  
201 concerning which the formal complaint is filed.
- 202 • A formal complaint should be filed in writing and contain the name and address of  
203 the person filing the complaint. The complaint should briefly describe the alleged  
204 violation. Filing of the complaint with the Title IX Coordinator may be done in  
205 person, by mail, or by email. If an individual does not wish to file a written  
206 complaint, and the matter has not been adequately resolved, the Title IX Coordinator  
207 may initiate the complaint. Forms for filing written complaints are available in each  
208 school building office and the central office.
- 209 • A complaint should be filed as soon as possible after the conduct occurs, but not later  
210 than 180 calendar days after the complainant becomes aware of the alleged violation,  
211 unless the conduct forming the basis for the complaint is ongoing.
- 212 • An investigation shall follow the filing of the complaint. If the complaint is against  
213 the superintendent, the board shall appoint an investigating officer. In other instances,  
214 the investigation shall be conducted by a qualified individual designated by the Title  
215 IX Coordinator or another individual appointed by the board. The investigation shall  
216 be thorough. All interested persons, including the complainant and the respondent,  
217 will be afforded an opportunity to submit written or oral evidence relevant to the  
218 complaint.

219

#### 220 Formal Complaint Notice Requirements

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

- 223 • notice of the allegations of sexual harassment including sufficient details to prepare a  
224 response before any initial interview including:
  - 225 ○ the identities of the parties involved, if known;
  - 226 ○ the conduct allegedly constituting sexual harassment; and
  - 227 ○ the date and location of the alleged incident, if known.
- 228 • the district's investigation procedures, including any informal resolution process;
- 229 • a statement that the respondent is presumed not responsible for the alleged conduct  
230 and that a determination regarding responsibility will be made by the decision-maker  
231 at the conclusion of the investigation;
- 232 • notice to the parties they may have an advisor of their choice and may inspect and  
233 review any evidence; and
- 234 • notice to the parties of any provision to the district's code of conduct or policy that  
235 prohibits knowingly making false statements or knowingly submitting false  
236 information.

237

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

(Certified/Classified Staff)

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Formal Complaint Investigation Procedures

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To ensure a complete and thorough investigation and to protect the parties, the investigator shall:

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Formal Complaint Investigation Report

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

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

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The investigator's written report shall include an objective evaluation of all relevant evidence using a preponderance of the evidence standard to determine responsibility.

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Decision-Maker's Determination

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

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

- identify the allegations potentially constituting sexual harassment;
- describe the procedural steps taken, including any notifications to the parties, site visits, methods used to gather evidence, and interviews;
- include the findings of fact supporting the determination;

(Certified/Classified Staff)

291

- 292 • address any district policies and/or conduct rules which apply to the facts;
- 293 • address each allegation and a resolution of the complaint including a determination
- 294 regarding responsibility, the rationale therefor, any disciplinary sanctions imposed on
- 295 the respondent, and whether remedies designed to preserve access to the educational
- 296 program or activity will be provided by the district to the complainant; and
- 297 • the procedures and permissible bases for the complainant and/or respondent to appeal
- 298 the determination.

299

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

301

302 The range of disciplinary sanctions and remedies may include, but may not be limited to,

303 supportive measures, short-term suspension, long-term suspension, expulsion for students, and/or

304 termination for employees. Complainants and respondents shall be treated equitably by providing

305 remedies to a complainant where a determination of responsibility for sexual harassment has

306 been made. The Title IX Coordinator is responsible for the effective implementation of any

307 remedies. If the investigation results in a recommendation that a student be suspended or

308 expelled, procedures outlined in board policy and state law governing student suspension and

309 expulsion will be followed.

310

311 If the investigation results in a recommendation that an employee be suspended with or

312 without pay or terminated, procedures outlined in board policy, the negotiated agreement (as

313 applicable) and/or state law will be followed.

314

315 Records relating to complaints filed and their resolution shall be maintained by the Title

316 IX Coordinator for seven years.

317

318 The decision becomes final on the date the parties receive the results of an appeal, if any

319 appeal is filed, or on the date the opportunity for an appeal expires.

320

### 321 Appeals

322 The complainant or respondent may appeal the decision-maker's determination regarding

323 responsibility or a dismissal of a formal complaint, on the following bases:

324

- 325 • procedural irregularity that affected the outcomes;
- 326 • new evidence that was not reasonably available at the time that could affect the
- 327 outcome; and/or
- 328 • the Title IX Coordinator, investigator, or decision-maker had a conflict of interest or
- 329 bias against either party that affected the outcome.

330 The request to appeal shall be made in writing to the Title IX Coordinator within 20 days

331 after the date of the written determination. Appeals shall be on the record and heard by an

332 attorney, an independent hearing officer appointed by the board, or the board. The appeal

333 decision-maker may not be the Title IX Coordinator, the investigator, or the decision-maker from

334 the original determination.

335

336



(Certified/Classified Staff)

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The appeal decision-maker will issue a written decision within 30 days after the appeal is filed. The appeal decision-maker will describe the result of the appeal and the rationale for the result.

The appeal decision-maker shall:

- review the evidence gathered by the investigator, the investigator's report, and the original decision-maker's determination;
- notify both parties in writing of the filing of the appeal and give them 10 days after the appeal is filed to submit further evidence in writing;
- not have a conflict of interest or bias for or against complainant or respondent and receive the required training;
- issue a written decision and the rationale for the decision within 30 days after the appeal is filed;
- describe the result of the appeal and the rationale for the result in the decision; and
- provide the written decision simultaneously to both parties and to the Title IX Coordinator.

#### Informal Resolution Process

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

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

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

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

386 (Certified/Classified Staff)

387

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

393

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

398

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

404

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

411

412 Intentionally false or malicious complaints of sexual harassment may result in corrective  
413 or disciplinary action up to and including termination of employment.

414

415 A summary of this policy and the complaint procedures including how to report or file a  
416 formal complaint of sex discrimination or sexual harassment shall be posted in each district  
417 facility and shall also be published in student, parent and employee handbooks, on the district  
418 website, and as otherwise directed by the superintendent. Notification of the policy may include  
419 posting information notices, publishing in local newspapers, publishing in newspapers and  
420 magazines operated by the school, or distributing memoranda or other written communications  
421 to students and employees. In addition, the district is required to include a statement of  
422 nondiscriminatory policy in any bulletins, announcements, publications, catalogs, application  
423 forms, or other recruitment materials that are made available to participants, students, applicants,  
424 or employees.

425

- 426 Approved: April 6, 1994
- 427 Revised: June 12, 2001
- 428 Reviewed: December 9, 2003
- 429 Revised: July 12, 2005
- 430 Revised: March 29, 2011
- 431 Revised: November 10, 2015
- 432 Revised: February 26, 2019
- 433 Revised: October 13, 2020

1 **GAACA Racial and Disability Harassment: Employees**

GAACA

2 (Certified/Classified Staff)

3  
4 The board of education is committed to providing a positive and productive working and  
5 learning environment, free from discrimination, including harassment, on the basis of race, color,  
6 national origin, or disability. Racial and disability harassment will not be tolerated in the school  
7 district. Racial or disability harassment of employees, students, or any other individuals  
8 associated with the district by board members, administrators, certified and support personnel,  
9 students, vendors, and any others having business or other contact with the school district is  
10 strictly prohibited whether or not the harassment occurs on school grounds.

11  
12 Racial harassment is unlawful discrimination on the basis of race, color or national origin  
13 under Titles VI and VII Civil Rights Act of 1964, and the Kansas Acts Against Discrimination.  
14 Disability harassment is unlawful discrimination on the basis of disability under Section 504 of  
15 the Rehabilitation Act of 1973 and the Americans with Disabilities Act. All forms of harassment  
16 are prohibited at school, on district property, and at all district-sponsored activities, programs or  
17 events.

18  
19 It shall be a violation of this policy for any student, employee or third party (visitor,  
20 vendor, etc.) to racially harass or harass on the basis of disability any student, employee, or other  
21 individual associated with the district. It shall further be a violation for any employee to  
22 discourage a student or another employee from filing a complaint, or to fail to investigate or refer  
23 for investigation, any complaint lodged under the provisions of this policy. Violations of this  
24 policy by any employee shall result in disciplinary action, up to and including termination.

25  
26 Harassment prohibited by this policy includes racially or disability-motivated conduct  
27 which

- 28  
29 1. affords an employee different treatment solely on the basis of race, color, national origin,  
30 or disability in a manner which interferes with or limits the ability of the employee to  
31 participate in or benefit from the services, activities or programs of the school; or  
32  
33 2. is sufficiently severe, pervasive or persistent so as to have the purpose or effect of  
34 creating a hostile working environment; or  
35  
36 3. is sufficiently severe, pervasive or persistent so as to have the purpose or effect of  
37 interfering with an individual's work performance or employment opportunities.

38  
39 Racial or disability harassment may result from verbal or physical conduct or written or  
40 graphic material.

41  
42 The district encourages all victims of racial or disability harassment and persons with  
43 knowledge of such harassment to report the harassment immediately. All harassment complaints  
44 will be promptly investigated and quickly resolved. If a determination is made that the accused  
45 person acted improperly, the district will take prompt, remedial action to prevent its  
46 reoccurrence.

1 **GAACA Racial and Disability Harassment: Employees**

GAACA-2

2 (Certified/Classified Staff)

3  
4 Employees who believe they have been subjected to racial or disability harassment or have  
5 witnessed an act of alleged racial or disability harassment should report the problem to their  
6 immediate supervisor, the executive director of human resources or the superintendent. If an  
7 employee's immediate supervisor is the alleged harasser, the employee should report the problem to  
8 the executive director of human resources or the superintendent. Employees who do not believe the  
9 matter is appropriately resolved through this meeting may file a formal complaint under the  
10 district's discrimination complaint procedure. (See KN)

11  
12 Any employee who witnesses an act of racial or disability harassment or receives a  
13 complaint of harassment or receives a complaint of harassment from another employee or a student  
14 shall report the complaint to their immediate supervisor, the executive director of human resources  
15 or the superintendent. Employees who fail to report complaints or incidents of harassment to  
16 appropriate school officials may face disciplinary action. School administrators who fail to  
17 investigate and take appropriate corrective action in response to complaints of harassment may also  
18 face disciplinary action up to and including termination.

19  
20 Complaints received will be investigated to determine whether, under the totality of the  
21 circumstances, the alleged behavior constitutes racial or disability harassment under the definitions  
22 outlined above. Unacceptable conduct may or may not constitute racial or disability harassment,  
23 depending on the nature of the conduct and its severity, pervasiveness and persistence. Behaviors  
24 which are unacceptable but do not constitute harassment may also result in employee discipline. If  
25 discrimination or harassment has occurred, the district will take prompt, remedial action to prevent  
26 its reoccurrence.

27  
28 To the extent possible, confidentiality will be maintained throughout the investigation of a  
29 complaint. The desire for confidentiality must be balanced with the district's obligation to conduct  
30 a thorough investigation, to take appropriate corrective action or to provide due process to the  
31 accused.

32  
33 Initiation of a complaint of racial or disability harassment in good faith will not adversely  
34 affect the job security or status of an employee, nor will it affect his or her compensation. Any act  
35 of retaliation or discrimination against any person who has filed a complaint or testified, assisted, or  
36 participated in any investigation, proceeding, or hearing involving a racial or disability harassment  
37 complaint is prohibited. Any person who retaliates is subject to immediate disciplinary action, up to  
38 and including termination from employment.

39  
40 Intentionally false or malicious complaints of racial or disability harassment may result in  
41 corrective or disciplinary action up to and including termination from employment.

42  
43 A summary of this policy shall be posted in each district facility in student, parent and  
44 employee handbooks, on the district website, and as otherwise directed by the superintendent.  
45 Notification of the policy shall be included in the school newsletter or published in the local  
46 newspaper annually.

47  
48 Approved: June 12, 2001

49 **GAACA Racial and Disability Harassment: Employees**  
50 (Certified/Classified Staff)

**GAACA-3**

- 51  
52 Reviewed: December 9, 2003  
53 Revised: March 29, 2011  
54 Revised: November 10, 2015  
55 Revised: February 26, 2019

1 **GAAD Child Abuse (See JCAC)**

**GAAD**

2 (Certified/Classified Staff)

3  
4 Any district employee who has reason to know or suspect a child has been injured as a  
5 result of physical, mental or emotional abuse or neglect or sexual abuse shall promptly report the  
6 matter to the local Department of Children and Families (DCF) office or to the local law  
7 enforcement agency if the DCF office is not open.

8  
9 The employee making the report will not contact the child's family or any other persons  
10 to determine the cause of the suspected abuse or neglect.

11  
12 Approved: June 12, 2001  
13 Reviewed: November 13, 2007  
14 Revised: March 29, 2011  
15 Revised: November 13, 2012  
16 Reviewed: October 13, 2020

17  
18 **GAAD-R Child Abuse**

**GAAD-R**

19  
20 DCF Access to Students on School Premises (See JCAC)

21 The building principal shall allow a student to be interviewed by DCF or law  
22 enforcement representatives on school premises and shall act as appropriate to protect the  
23 student's interests during the interview.

24  
25 Cooperation Between School and Agencies

26 Principals shall work with DCF and law enforcement agencies to develop a plan of  
27 cooperation for investigating reports of suspected child abuse or neglect.

28  
29 Reporting Procedure

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

32  
33 If appropriate, the principal may confer with the school's social worker, guidance  
34 counselor or psychologist. At no time shall the principal or any other staff member prevent or  
35 interfere with the making of a report of suspected child abuse.

36  
37 If available, the following information shall be given by the person making the initial  
38 report: name, address and age of the student; name and address of the parents or guardians;  
39 nature and extent of injuries or description of neglect or abuse; and any other information that  
40 might help establish the cause of the child's condition.

41  
42 Any personal interview or physical inspection of the child by any school employee shall  
43 be conducted in an appropriate manner with an adult witness present.

44  
45 State law provides that anyone making a report in accordance with state law and without  
46 malice shall be immune from any civil liability that might otherwise be incurred or imposed.

1 **GAAD-R Child Abuse** (See JCAC)

**GAAD-R-2**

2 (Certified/Classified Staff)

3

4 Annual Training

5 Annual training for all school employees on child abuse and neglect reporting  
6 requirements shall be provided and documentation of the training shall be maintained.

7

8 Approved: June 12 2001

9 Revised: November 13, 2007

10 Reviewed: March 29, 2011

11 Revised: November 13, 2012

12 Revised: October 13, 2020

1 **GAAE Bullying**

GAAE

2 (See GAAB, JCE, JGEC, JGECA, JDD and EBC)

3  
4 The board prohibits acts of bullying in any form, including cyberbullying, on or with  
5 district property, in district vehicles or at district-sponsored activities or events. The board  
6 believes that a safe, healthy and supportive environment during all school-related functions is  
7 necessary for students to learn and achieve high academic standards. Bullying, like other  
8 disruptive or violent behaviors, is conduct that interferes with both a student’s ability to learn and  
9 the district’s ability to educate students. All Salina USD 305 staff members, students, parents and  
10 volunteers are expected to treat others with civility and respect and to refuse to tolerate bullying  
11 in order to provide positive examples for acceptable student behavior.

12  
13 Bullying is defined as any intentional gesture or any intentional written, verbal or  
14 physical act or threat by any student, staff member or parent towards a student or towards a staff  
15 member which is sufficiently severe, persistent or pervasive to create an intimidating, threatening  
16 or abusive educational environment that a reasonable person, under the circumstances, knows or  
17 should know will have the effect of

- 18  
19 • harming a student or staff member, whether physically or mentally,  
20 • damaging a student’s or staff member’s property,  
21 • placing a student or staff member in reasonable fear of harm to the student or staff  
22 member, or  
23 • placing a student or staff member in reasonable fear of damage to the student’s or  
24 staff member’s property.

25  
26 “Cyberbullying” is defined as bullying by use of any electronic communication device  
27 through means, including, but not limited to, email, instant messaging, text messages, blogs,  
28 mobile phones, pagers, online games and websites.

29  
30 “District vehicle” means any school bus, school van, other school vehicle and private  
31 vehicle used to transport students or staff members to and from school or any school-sponsored  
32 activity or event.

33  
34 The board expects students to conduct themselves in a manner in keeping with their  
35 levels of development, maturity, and demonstrated capabilities with a proper regard for the rights  
36 and welfare of other students, school staff and volunteers.

37  
38 The board believes the standards for appropriate student behavior must be established  
39 cooperatively with input from students, parents/guardians, staff and the community. These  
40 standards must encourage the development of student self-discipline in an atmosphere of respect  
41 for self and others and respect for district and community property.

42  
43 The board believes that the best discipline is acceptance of personal responsibility and is  
44 self-imposed. It is the responsibility of staff to use disciplinary situations as opportunities for  
45 helping students learn to assume responsibility and to learn from the consequences of their  
46 behavior. Staff members who interact with students shall apply best practices designed to *prevent*  
47 discipline problems and encourage students’ abilities to develop self-discipline.



49  
50 The district prohibits both active and passive bystander support for acts of bullying. The  
51 staff should encourage students to support students who walk away from these acts when this  
52 would defuse the situation, constructively attempt to stop them, or report them to the designated  
53 authority.

54  
55 The board requires school administrators to develop and implement procedures ensuring  
56 that individualized attention be given to both perpetrators and victims of bullying, when  
57 incidents occur. It is important not to target either bully or victim for criticism, but rather to  
58 make sure that all the factors contributing to the bullying are recognized and understood.

59  
60 Complaint Procedures

61 It is the responsibility of all students, staff members and volunteers to report acts of  
62 bullying. All reports of bullying will be taken seriously. Staff members receiving the reports will  
63 record the details as reported. The school staff or administrator will support students, coworkers  
64 and volunteers making such reports and protect against any potential retaliation. An  
65 investigation to determine the facts will take place immediately or as soon as practicable in order  
66 to verify the validity and seriousness of the report.

67  
68 Filing a report in good faith will not reflect upon the individual's status, nor will it affect  
69 his or her grades, employment or volunteer status with the district. The district shall keep the  
70 complaint confidential for both the accused and the accuser, until such time as the misconduct is  
71 confirmed and sanctions are imposed.

72  
73 The board specifically prohibits any person from falsely accusing another as a means of  
74 bullying. The consequences and appropriate remedial action for a *student* found to have falsely  
75 accused another as a means of bullying may range from positive behavioral interventions up to  
76 and including suspension or expulsion. A *school employee* found to have falsely accused another  
77 as a means of bullying shall be disciplined in accordance with district policies, procedures, and  
78 agreements.

79  
80 The board prohibits reprisal or retaliation against any person who reports an act of  
81 bullying. The consequences and appropriate remedial action for a person who engages in reprisal  
82 or retaliation shall be determined by the administrator after consideration of the nature, severity,  
83 and circumstances of the act.

84  
85 Approved: October 28, 2008  
86 Reviewed: March 29, 2011  
87 Revised: October 8, 2013  
88 Revised: November 8, 2016

1 **GAAF Emergency Safety Intervention**

GAAF

2 (See JRB, JQ and KN)

3  
4 The board is committed to limiting the use of Emergency Safety Intervention (ESI), such  
5 as seclusion and restraint, with all students. Seclusion and restraint shall be used only when a  
6 student’s conduct necessitates the use of an emergency safety intervention as defined below.  
7 The board encourages all employees to utilize other behavioral management tools, including  
8 prevention techniques, de-escalation techniques, and positive behavioral intervention strategies.  
9

10 This policy shall be made available on the district website with links to the policy  
11 available on any individual school pages. In addition, this policy shall be included in at least one  
12 of the following: each school’s code of conduct, school safety plan, or student handbook.  
13 Notice of the online availability of this policy shall be provided to parents during enrollment  
14 each year.  
15

16 **Definitions**

17 “Emergency Safety Intervention” is the use of seclusion or physical restraint, but does not  
18 include physical escort or the use of time-out.  
19

20 “Incident” means each occurrence of the use of an emergency safety intervention.  
21

22 “Legitimate Law Enforcement Purpose” means a goal within the lawful authority of an  
23 officer that is to be achieved through methods or conduct condoned by the officer’s appointing  
24 authority.  
25

26 “Law Enforcement Officer” and “Police Officer” means a full-time or part-time salaried  
27 officer or employee of the state, a county, or a city whose duties include the prevention or  
28 detection of crime and the enforcement of criminal or traffic law of this state or any Kansas  
29 municipality. This term includes a campus police officer.  
30

31 “Campus Police Officer” means a school security officer designated by the board of  
32 education of any school district pursuant to K.S.A. 72-6146, and amendments thereto.  
33

34 “School Resource Officer” means a law enforcement officer or police officer employed  
35 by a local law enforcement agency who is assigned to a district through an agreement between  
36 the local law enforcement agency and the district.  
37

38 “School Security Officer” means a person who is employed by a board of education of  
39 any school district for the purpose of aiding and supplementing state and local law enforcement  
40 agencies in which the school district is located, but is not a law enforcement officer or police  
41 officer.  
42

43 “Seclusion” means placement of a student in a location where all of the following  
44 conditions are met: (1) the student is placed in an enclosed area by school personnel; (2) the  
45 student is purposefully isolated from adults and peers; and (3) the student is prevented from  
46 leaving or reasonably believes that he/she will be prevented from leaving the enclosed area.  
47  
48

50  
51 “Chemical Restraint” means the use of medication to control a student’s violent physical  
52 behavior or restrict a student’s freedom of movement.

53  
54 “Mechanical Restraint” means any device or object used to limit a student’s movement.

55  
56 “Physical Restraint” means bodily force used to substantially limit a student’s movement,  
57 except that consensual, solicited or unintentional contact and contact to provide comfort,  
58 assistance or instruction shall not be deemed to be physical restraint.

59  
60 “Physical Escort” means the temporary touching or holding the hand, wrist, arm,  
61 shoulder, or back of a student who is acting out for the purpose of including the student to walk  
62 to a safe location.

63  
64 “Parent” means (1) a natural parent; (2) an adoptive parent; (3) a person acting as a parent  
65 as defined in K.S.A. 72-3122(d)(2), and amendments thereto; (4) a legal guardian; (5) an  
66 education advocate for a student with an exceptionality; (6) a foster parent, unless the student is a  
67 child with an exceptionality; or (7) a student who has reached the age of majority or is an  
68 emancipated minor.

69  
70 “Time-Out” means a behavioral intervention in which a student is temporarily removed  
71 from a learning activity without being secluded.

72  
73 **Prohibited Types of Restraint**

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

- 75 ● Using face-down (prone) physical restraint;
- 76 ● Using face-up (supine) physical restraint;
- 77 ● Using physical restraint that obstructs the student’s airway;
- 78 ● Using physical restraint that impacts a student’s primary mode of communication;
- 79 ● Using chemical restraint, except as prescribed treatments for a student’s medical  
80 or psychiatric condition by a person appropriately licensed to issue such  
81 treatments; and
- 82 ● Use of mechanical restraint, except
  - 83 ○ Protective or stabilizing devices required by law or used in accordance  
84 with an order from a person appropriately licensed to issue the order for  
85 the device;
  - 86 ○ Any device used by a certified law enforcement officer to carry out law  
87 enforcement duties; or
  - 88 ○ Seatbelts and other safety equipment when used to secure students during  
89 transportation.

90  
91 **Use of Emergency Safety Intervention**

92 ESI shall be used only when a student presents a reasonable and immediate danger of  
93 physical harm to such student or others with the present ability to effect such physical harm.  
94 Less restrictive alternatives to ESI, such as positive behavior interventions support, shall be  
95 deemed inappropriate or ineffective under the circumstances by the school employee witnessing  
96 the student’s behavior prior to the use of any ESI. The use of ESI shall cease as soon as the

97 **GAAF Emergency Safety Intervention**

GAAF-3

98  
99 immediate danger of physical harm ceases to exist. Violent action that is destructive of property  
100 may necessitate the use of an ESI. Use of an ESI for purposes of discipline, punishment or for  
101 the convenience of a school employee shall not meet the standard of immediate danger of  
102 physical harm.

103  
104 **ESI Restrictions**

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

110  
111 Such written statement shall include an explanation of the student's diagnosis, a list of  
112 any reasons why ESI would put the student in mental or physical danger, and any suggested  
113 alternatives to ESI. Notwithstanding the provisions of this subsection, a student may be  
114 subjected to ESI if not subjecting the student to ESI would result in significant physical harm to  
115 the student or others.

116  
117 **Use of Seclusion**

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

120  
121 All seclusion rooms equipped with a locking door shall be designed to ensure that the  
122 lock automatically disengages when the school employee viewing the student walks away from  
123 the seclusion room or in case of emergency such as fire or severe weather.

124  
125 A seclusion room shall be a safe place with proportional and similar characteristics as  
126 other rooms where students frequent. Such room shall be free of any condition that could be a  
127 danger to the student, well-ventilated, and sufficiently lighted.

128  
129 **Training**

130 All staff members shall be trained regarding the use of positive behavioral intervention  
131 strategies, de-escalation techniques, and prevention techniques. Such training shall be consistent  
132 with nationally recognized training programs on ESI. The intensity of the training provided will  
133 depend upon the employee's position. Administrators, licensed staff members, and other staff  
134 deemed most likely to need to restrain a student will be provided more intense training than  
135 classified staff who do not work directly with students in the classroom. District and building  
136 administration shall make the determination of the intensity of training required by each position.

137  
138 Each school building shall maintain written or electronic documentation regarding the  
139 training that was provided and a list of participants which shall be made available for inspection  
140 by the state board of education upon request.

142  
143 Notification and Documentation

144 The principal or designee shall notify the parent the same day as an incident. The same-  
145 day notification requirement of this subsection shall be deemed satisfied if the school attempts at  
146 least two methods of contacting the parent. A parent may designate a preferred method of  
147 contact to receive the same-day notification. Also, a parent may agree, in writing, to receive  
148 only one same-day notification from the school for multiple incidents occurring on the same day.  
149

150 Documentation of the ESI used shall be completed and provided to the student’s parents  
151 no later than the school day following the day of the incident. Such written documentation shall  
152 include: (1) the events leading up to the incident; (2) student behaviors that necessitated the ESI;  
153 (3) steps taken to transition the student back into the educational setting; (4) the date and time the  
154 incident occurred, the type of ESI used, the duration of the ESI, and the school personnel who  
155 used or supervised the ESI; (5) space or an additional form for parents to provide feedback or  
156 comments to the school regarding the incident; (6) a statement that invites and strongly  
157 encourages parents to schedule a meeting to discuss the incident and how to prevent future  
158 incidents; and (7) email and phone information for the parent to contact the school to schedule  
159 the ESI meeting. Schools may group incidents together when documenting the items in  
160 subparagraphs (1), (2) and (3) if the triggering issue necessitating the ESI is the same.  
161

162 The parent shall be provided the following information after the first and each subsequent  
163 incident during each school year; (1) a copy of this policy which indicates when ESI can be used;  
164 (2) a flyer on the parent’s rights; (3) information on the parent’s right to file a complaint through  
165 the local dispute resolution process (which is set forth in this policy) and the complaint process  
166 of the state board of education; and (4) information that will assist the parent in navigating the  
167 complaint process, including contact information for Families Together and the Disability Rights  
168 Center of Kansas. Upon the first occurrence of an incident of ESI, the foregoing information  
169 shall be provided in printed form or, upon the parent’s written request, by email. Upon the  
170 occurrence of a second or subsequent incident, the parent shall be provided with a full and direct  
171 website address containing such information.  
172

173 Law Enforcement, School Resource, and Campus Security Officers

174 Campus police officers and school resource officers shall be exempt from the  
175 requirements of this policy when engaged in an activity that has a legitimate law enforcement  
176 purpose. School security officers shall not be exempt from the requirements of this policy.  
177

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

186  
187 Documentation of ESI Incidents

188 Except as specified above with regard to law enforcement or school resource officer use  
189 of emergency safety interventions, each building shall maintain documentation any time ESI is  
190 used with a student. Such documentation must include all of the following:

- 191 • Date and time of the ESI,
- 192 • Type of ESI,
- 193 • Length of time the ESI was used,
- 194 • School personnel who participated in or supervised the ESI,
- 195 • Whether the student had an individualized education program at the time of the  
196 incident,
- 197 • Whether the student had a Section 504 plan at the time of the incident, and
- 198 • Whether the student had a behavior intervention plan at the time of the incident.

199  
200 All such documentation shall be provided to the building principal, who shall be  
201 responsible for providing copies of such documentation to the superintendent on at least a  
202 biannual basis. At least once per school year, each building principal or designee shall review  
203 the documentation of ESI incidents with appropriate staff members to consider the  
204 appropriateness of the use of ESI in those instances.

205  
206 Reporting Data

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

209  
210 Parent Right to Meeting on ESI Use

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

216  
217 For a student with an IEP or a Section 504 plan, such student’s IEP team or Section 504  
218 plan team shall discuss the incident and consider the need to conduct a functional behavioral  
219 assessment, develop a behavior intervention plan or amend the behavior intervention plan if  
220 already in existence.

221  
222 For a student with a Section 504 plan, such student’s Section 504 plan team shall discuss  
223 and consider the need for a special education evaluation. For students who have an  
224 individualized education program and are placed in a private school by a parent, a meeting called  
225 under this subsection shall include the parent and the private school, who shall consider whether  
226 the parent should request an individualized education program team meeting. If the parent  
227 requests an individualized education program team meeting, the private school shall help  
228 facilitate such meeting.

229  
230 For a student without an IEP or Section 504 plan, the school staff and the parent shall  
231 discuss the incident and consider the appropriateness of a referral for a special education  
232 evaluation, the need for a functional behavioral assessment, or the need for a behavior

233 **Emergency Safety Intervention**

GAAF-6

234

235 intervention plan. Any such meeting shall include the student's parent, a school administrator  
236 evaluation, the need for a functional behavioral assessment, or the need for a behavior  
237 intervention plan. Any such meeting shall include the student's parent, a school administrator  
238 for the school the student attends, one of the student's teachers, a school employee involved in  
239 the incident, and any other school employees designated by the school administrator as  
240 appropriate for such meeting.

241

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

248

249 **Local Dispute Resolution Process**

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

252

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

261

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

266

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

273

274 Any such investigation must be completed within thirty days of receipt of the formal  
275 written complaint by the board clerk and superintendent. On or before the 30<sup>th</sup> day after receipt  
276 of the written complaint, the board shall adopt a report containing written findings of fact and, if  
277 necessary, appropriate correction action. A copy of the report adopted by the board shall be  
278 provided to the parents, the school, and the state board of education and shall be mailed to the  
279 parents and the state department within 30 days of the board's receipt of the formal complaint.

280

281 **GAAF Emergency Safety Intervention**

**GAAF-7**

282

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

286

287 Approved:    October 8, 2013

288 Revised:     November 10, 2015

289 Revised:     November 8, 2016

290 Revised:     October 9, 2018

291 Revised:     February 26, 2019



1 **GACA Positions**

2 (Certified/Classified Staff)

3

4 Employment positions shall be authorized by the board.

5

6 Approved: June 12, 2001

7 Revised: March 29, 2011

8 Reviewed: February 26, 2019

**GACA**

1 **GACB Job Descriptions**

**GACB**

2 (Certified/Classified Staff)

3  
4 The superintendent shall develop a job description for each category of employee. Any  
5 newly-created employee category shall be approved by the board before anyone is hired for the  
6 position. Job descriptions shall be filed with the human resources department and may be  
7 published in handbooks.

- 8  
9 Approved: August 15, 1990  
10 Revised: June 12, 2001  
11 Revised: March 29, 2011  
12 Revised: November 12, 2019

1 **GACC Recruitment, Hiring, Background Checks & Drug Screens**

GACC

2 (Certified/Classified Staff)

3  
4 Recruitment

5 The board delegates to the superintendent the authority to recruit staff members. In  
6 carrying out this responsibility, the superintendent may involve administrators and other  
7 employees.

8  
9 Hiring

10 The board shall approve the hiring of all employees. No staff member's employment is  
11 official until the contract or other document is signed by the candidate and approved by the  
12 board.

13  
14 Background Checks

15 As a condition of initial employment, all employees hired after February 24, 1999, shall  
16 be subjected to a statewide criminal history records check by the Kansas Bureau of Investigation  
17 (KBI). Further, any applicant who cannot certify he/she has continuously resided in Kansas for  
18 the past ten years shall be subject to a nationwide criminal history records check by the Kansas  
19 Bureau of Investigation (KBI) and Federal Bureau of Investigation (FBI). The check(s) shall  
20 conform to all applicable federal standards and may include the taking of the applicant's  
21 fingerprints. The board of education shall pay the costs of the background check for all  
22 personnel who have not been screened by the Kansas State Department of Education (KSDE).  
23 The district also may check or re-check the background of employees who have been on leave  
24 from the district or who otherwise return to employment.

25  
26 Drug Screens

27 As a condition of initial employment, all employees will be required to pass a routine  
28 drug screen. In addition, the board of education reserves the right to require drug testing or  
29 retesting of any employee should there be probable cause or sufficient reason to believe that the  
30 employee is in a chemically impaired state while on duty. A positive drug screen is grounds for  
31 immediate termination of any employee. (cf. GAOA)

32  
33 Provisional Employment

34 The board may offer provisional employment to an applicant pending receipt of the  
35 results of the criminal history records check required by U.S.D. #305 Board of Education Policy  
36 and/or law. Any agreement for provisional employment shall specify that the employment is  
37 subject to termination by the board, without further proceedings and without reference to any  
38 other law or contractual agreement, if the results of the criminal history records check reveal that  
39 the applicant has been convicted of any offenses specified in law. Further, the board may offer  
40 provisional employment to an applicant pending receipt of the results of the drug screen required  
41 by U.S.D. #305 Board of Education policy. Any agreement for provisional employment shall  
42 specify that the employment is subject to termination by the board, without further proceedings  
43 and without reference to any other law or contractual agreement, if the results of the drug screen  
44 are positive.

45  
46 Approved: January 20, 1982  
47 Amended: November 19, 1986  
48 Revised: August 15, 1990

49 **GACC Recruitment, Hiring, Background Checks & Drug Screens**  
50 (Certified/Classified Staff)

**GACC-2**

- 51  
52 Revised: February 23, 1999  
53 Revised: June 12, 2001  
54 Revised: November 25, 2003  
55 Revised: March 29, 2011  
56 Revised: October 14, 2014  
57 Revised: November 12, 2019

1 **GACCA Nepotism (Certified/Classified Staff)**

**GACCA**

2  
3 The intent of the board is that all employees be selected on the basis of their merit and/or  
4 ability. However, as a general rule, the board will not employ anyone full-time who is the father,  
5 mother, brother, sister, spouse, child, step-child, son-in-law, or daughter-in-law of any board  
6 member or any individual who is residing with any board member.  
7

8 This provision shall not apply to any person who has been regularly employed by the board  
9 prior to the adoption of this policy or to any person who has been regularly employed by the board  
10 prior to the election or appointment of a new board member to whom the person is related.  
11

12 Exceptions to this policy may be granted by the board whenever it is deemed to be in the  
13 best interests of the school district.  
14

- 15 Approved: January 20, 1982
- 16 Revised: August 15, 1990
- 17 Revised: June 12, 2001
- 18 Revised: November 13, 2007
- 19 Revised: March 29, 2011
- 20 Reviewed: October 8, 2013
- 21 Revised: November 12, 2019

22  
23 **GACCA-R Nepotism**

**GACCA-R**

24  
25 The superintendent shall make every reasonable effort to determine whether candidates for  
26 employment in the district are related to or residing with a board member. If a candidate for  
27 employment is related to or residing with a member of the board as defined above, the  
28 superintendent will make this fact known to the board before any recommendation is made to fill a  
29 vacancy.  
30

- 31 Approved: January 20, 1982
- 32 Revised: August 15, 1990
- 33 Revised: June 12, 2001
- 34 Reviewed: November 13, 2007
- 35 Revised: March 29, 2011
- 36 Reviewed: October 8, 2013
- 37 Revised: November 12, 2019

1 **GACD Employment Eligibility Verification (Form I-9)**  
2 (Certified/Classified Staff)

**GACD**

3  
4 All district employees at the time of employment shall provide verification of identity  
5 and employment status to the superintendent.  
6

7 Approved: June 12, 2001  
8 Revised: October 28, 2008  
9 Reviewed: March 29, 2011

10  
11 **GACD-R Employment Eligibility Verification (Form I-9)**

**GACD-R**

12  
13 The superintendent shall maintain a file on all of the district's employees hired after  
14 November 6, 1986, proving that each employee has verified his/her identity, employment status,  
15 U.S. citizenship, or legal alien status.  
16

17 For additional information see: <http://www.uscis.gov>.

18  
19 Approved: June 12, 2001  
20 Revised: October 28, 2008  
21 Reviewed: March 29, 2011

1 **GACE Assignment and Transfer**

**GACE**

2 (Certified/Classified Staff)

3

4 The board reserves the right to assign, reassign or transfer all employees. The board may  
5 delegate this authority to the superintendent.

6

7 Approved: June 12, 2001

8 Revised: March 29, 2011

9 Revised: November 12, 2019

1 **GAD Employee Development Opportunities** **GAD**  
2 (Certified/Classified Staff)

3  
4 All plans for self-improvement involving expenditure of district funds or which require  
5 time away from the employee's assigned responsibilities shall be approved in advance by the  
6 superintendent.

7  
8 Approved: June 12, 2001  
9 Revised: March 29, 2011  
10 Reviewed: October 9, 2018



1 **GAE Complaints**

**GAE**

2 (Certified/Classified Staff)

3 Any employee may file a complaint with his/her supervisor concerning a school rule,  
4 regulation, policy or decision that affects the employee. The complaint shall be in writing, filed  
5 within ten (10) days following the event complained of and specify the basis of the complaint.  
6 The supervisor shall meet with the employee and provide a written response within ten (10) days.  
7 If the employee disagrees with the decision, the employee may appeal to the superintendent. The  
8 superintendent's decision shall be final.

9  
10 Approved: June 12, 2001  
11 Revised: March 29, 2011  
12 Reviewed: November 12, 2019

1 **GAF Staff-Student Relations (See JGEC, JGECA, GAAC and GAACA) GAF**  
2 (Certified/Classified Staff)  
3

4 Staff members shall maintain professional relationships with students which are  
5 conducive to an effective educational environment. Staff members shall not submit students to  
6 bullying, harassment, or discrimination prohibited by board policy. Staff members shall not have  
7 any interaction of a romantic and/or sexual nature with any student at any time regardless of the  
8 student's age or consent.  
9

- 10 Approved: June 12, 2001
- 11 Revised: November 25, 2003
- 12 Revised: November 13, 2007
- 13 Reviewed: March 29, 2011
- 14 Revised: November 8, 2016

1 **GAG Conflict of Interest**

GAG

2 (See GBRE, GBRGA, GBRGB, GBU & GCRF)  
3 (All Staff)  
4

5 The board believes that public employment is a public trust. Because maintaining public  
6 confidence is essential to the district's mission, employees must avoid any conduct that creates  
7 or gives the appearance to the public of a conflict of interest.  
8

9 Definition

10 For purposes of this policy, a conflict of interest is any real or seeming incompatibility  
11 between an employee's private interests and his/her district employment that is prejudicial to the  
12 district's interests.  
13

14 Types of Conflict

15 Following are some of the common conflicts of interest which employees may confront.  
16 The list is not meant to be exhaustive. Should an employee be uncertain whether a particular  
17 course of action may create a conflict of interest within the meaning of this policy, he/she shall  
18 present a written inquiry to the executive director of human resources.  
19

20 Misuse of Status or Influence

21 An employee shall not 1) exploit professional relationships with students, colleagues,  
22 parents, or school board members for personal gain or private advantage; 2) accept gifts, money  
23 or favors from any person or group desiring or doing business with the school district except for  
24 honorariums for participating in meetings, nominally valued instructional products or advertising  
25 items which are widely distributed or meals provided at a banquet; 3) compromise his/her  
26 position by accepting gifts from individuals or special interest groups within the community  
27 when such gifts are intended to influence the business of the school or school district; 4) use  
28 institutional privileges for promotion or partisan political activities.  
29

30 Improper Relationships

31 An employee shall not 1) be responsible for the direct supervision of, or be evaluated by,  
32 a member of that employee's family; 2) engage in a romantic, physically intimate, or sexual  
33 relationship with a supervisor, supervisee or a student.  
34

35 Misuse of District Resources and Information

36 An employee shall not 1) use district facilities, equipment, supplies, employees, or  
37 students for purposes unrelated to his/her employment except for the occasional necessary  
38 communication; 2) disclose or use any confidential information acquired in the course of  
39 employment to further his/her personal, financial, or other interests.  
40

41 Non-School Employment

42 District employees are prohibited from engaging in any activity which may conflict with  
43 or detract from the effective performance of their duties.  
44

45 Approved: June 12, 2001  
46 Revised: March 29, 2011  
47 Revised: April 10, 2018  
48 Reviewed: November 12, 2019

1 **GAH Participation in Community Activities** **GAH**  
2 (Certified/Classified Staff)

3  
4 Prior permission must be obtained from the superintendent for participation in any non-  
5 school community activity which takes place during duty hours.

6  
7 Approved: June 12, 2001  
8 Reviewed: March 29, 2011

2  
3 Holding Public Office

4 Staff members elected or appointed to a public office which requires an absence from  
5 school and/or restricts the employee’s ability to complete contractual obligations shall be  
6 required to take unpaid leave for a period of time determined by the board which may be a period  
7 of leave equal to the duration of the public office.  
8

9 Staff members holding a public office which, in the judgment of the board, is less than  
10 full-time shall request unpaid leave from the superintendent at least one week in advance.  
11

12 Political Activity in the Schools

13 Staff members shall not use school time, school property, or school equipment for the  
14 purpose of furthering the interests of any political party, the campaign of any political candidate,  
15 or the advocacy of any political issue.  
16

17 For the purposes of this policy, “advocacy of any political issue” shall not be deemed to  
18 include providing information on educational matters to elected officials.  
19

- 20 Approved: June 12, 2001  
21 Revised: March 29, 2011  
22 Revised: November 10, 2015  
23 Revised: November 12, 2019

1 **GAI** Solicitations (See KDC)

**GAI**

2 (Certified/Classified Staff)

3  
4 The board is committed to minimizing disruptions to instructional time and the  
5 educational environment; therefore, solicitation of and by staff members during duty hours is  
6 discouraged.

7  
8 Outside organizations or sales representatives may not solicit employees during school or  
9 on school property without prior written approval from the superintendent.

10  
11 No staff member may solicit school employees or students for personal gain.

12  
13 Any individuals or organizations violating this policy shall be reported to the  
14 superintendent. Violators may be denied further access to school premises and school  
15 employees.

16  
17 Approved: January 20, 1982

18 Revised: August 15, 1990

19 Revised: October 20, 1993

20 Reviewed/Revised: June 12, 2001

21 Revised: March 29, 2011

1 **GAJ Gifts to Staff Members (SEE KH)**

**GAJ**

2 (Certified/Classified Staff)

3  
4 Staff members are prohibited from receiving personal gifts from vendors, salespersons, or  
5 other such representatives whenever the intent of the gift is to influence the school or school district  
6 to purchase products from their firms. Questions arising concerning the appropriateness of a gift  
7 should be directed to the superintendent.

8  
9 Approved: January 20, 1982

10 Revised: August 15, 1990

11 Reviewed/Revised: June 12, 2001

12 Revised: March 29, 2011

13  
14  
15 **GAJ-R Gifts to Staff Members (SEE KH)**

**GAJ-R**

16 (Certified/Classified Staff)

17  
18 If an employee of the district is found to have accepted a gift from any person as outlined in  
19 the policy on gifts, the superintendent may recommend to the board that said employee be subject to  
20 disciplinary action.

21  
22 The superintendent will be responsible for the administration of this policy for all principals,  
23 central staff members, certified staff members who travel between buildings, substitute teachers, all  
24 supervisors and all noncertified employees not assigned to a building. The building principal will  
25 be responsible for the administration of this policy for all assigned employees.

26  
27 Approved: January 20, 1982

28 Revised: August 15, 1990

29 Reviewed/Revised: June 12, 2001

30 Reviewed: March 29, 2011

3  
4 Employee Personnel Files Kept by the District

5 Personnel files required by the district shall be confidential and in the custody of the  
6 superintendent. Employees have the right to inspect their files upon proper notice under the  
7 supervision of an appropriate supervisor. All records and files maintained by the district should be  
8 screened periodically by the custodian of records and obsolete materials may be discarded except  
9 evaluation documents which may be removed only by approval of the board.

10  
11 All personnel files and evaluation documents, including those stored by electronic means,  
12 shall be adequately secured.

13  
14 Request for References

15 Unless otherwise allowed by law, a request by a third party for release of any personnel  
16 record shall require the written consent of the employee and shall be submitted to the record  
17 custodian who shall respond to the request as the law allows.

18  
19 Upon receipt of a written request district officials may provide information regarding past  
20 and present employees to prospective employers in compliance with current law. Information that  
21 may be provided will include

- 22  
23
  - employment date(s),
  - job description and duties while in the district's employ,
  - last salary or wage,
  - wage history,
  - whether the employee was voluntarily or involuntarily released from service and the reasons for the separation.

24  
25  
26  
27  
28  
29  
30 Immunity Provided

31 Unless otherwise provided by law, an employer who responds in writing to a written request  
32 concerning a current or former employee from a prospective employer of that employee shall be  
33 absolutely immune from civil liability for disclosure of the information noted earlier in this policy to  
34 which an employee may have access.

35  
36 Prohibition on Aiding and Abetting Sexual Abuse

37 Pursuant to the federal Every Student Succeeds Act, the board prohibits the board,  
38 individual board members, and any individual or entity who is a district employee, contractor or  
39 agent from assisting a district employee, contractor, or agent in obtaining a new job if the board,  
40 individual, or entity knows, or has probable cause to believe that such school employee, contractor  
41 or agent engaged in sexual misconduct regarding a minor or student in violation of the law. For the  
42 purposes of this policy, it shall not be deemed assisting in obtaining a new job if the aforementioned  
43 individuals or entities participate in the routine transmission of administrative and personnel files in  
44 accordance with law and this policy.

45  
46 Approved: January 6, 1993

47 Reviewed/Revised: June 12, 2001

48 Revised: May 27, 2003

49 Revised: March 29, 2011

50 Revised: June 13, 2017



1 **GAM Personal Appearance**

**GAM**

2 (Certified/Classified Staff)

3

4 Appropriate dress and personal appearance is essential for all district employees.

5

6 Approved: June 12, 2001

7 Reviewed: March 29, 2011

1 **GAN Travel Expenses (See BBBF and GBRC)**

**GAN**

2 (Certified/Classified Staff)

3  
4 The board shall provide reimbursement for expenses incurred in travel related to the  
5 duties of the district's employees when approved in advance by the superintendent. Mode of  
6 travel will be based on, but not limited to, the availability of transportation, distance and number  
7 of persons traveling together.

8  
9 Requests for reimbursement shall have the following attached: receipts for  
10 transportation, parking, hotels or motels, meals and other expenses for which receipts are  
11 ordinarily available. For the authorized use of a personal car, including approved travel between  
12 buildings, staff members shall be reimbursed at a mileage rate established by the board.

13  
14 Approved: January 20, 1982  
15 Revised: August 15, 1990  
16 Reviewed/Revised: June 12, 2001  
17 Reviewed: November 25, 2003  
18 Revised: March 29, 2011

1 **GANA Expense Reimbursement and Credit Cards**

GANA

2 (See CEF, GA, GAN)

3  
4 Staff use of a district credit card, if authorized by the staff member's immediate  
5 supervisor, shall be confined to necessary school business and shall be subject to any guidelines  
6 for such use established by the board or district administration. Unless otherwise specified in  
7 guidelines established pursuant to this policy, staff members shall retain any receipt(s) for district  
8 credit card expenditure(s) and shall provide them to the staff member's immediate supervisor as  
9 soon as practicable following the expenditure.

10  
11 The superintendent may designate administrative and other staff members to whom a  
12 district credit card will be issued. Each card issued shall be subject to both a transactional and  
13 monthly purchase limit as determined by the superintendent. In no case will credit card  
14 expenditures in excess of these limits be authorized for any staff member without the prior  
15 approval of the superintendent.

16  
17 All reward points or cash back payments earned using district credit cards are district  
18 property and shall be either applied to future district credit card purchases or remitted to the  
19 district treasurer for accounting and deposit.

20  
21 Accountings of district credit card use shall be provided to the board for review on a  
22 monthly basis, and a record of district credit card usage shall be maintained. Expense for district  
23 travel in personal vehicles or extended travel incurred in the performance of official duties shall  
24 be reimbursed in accordance with the provisions of GAN.

25  
26 Approved: October 8, 2013  
27 Revised: October 14, 2014  
28 Revised: November 10, 2015

1 **GAO Maintaining Proper Control**

**GAO**

2 (Certified/Classified Staff)

3

4 Each employee is responsible for maintaining proper control in the school. An employee  
5 may use reasonable force necessary to protect a student or another person or to quell a  
6 disturbance which threatens physical injury to him/herself or others.

7

8 Approved: August 15, 1990

9 Reviewed/Revised: June 12, 2001

10 Revised: March 29, 2011

1 **GAOA Drug Free Workplace**

GAOA

2 (Certified/Classified Staff)

3  
4 Maintaining a drug free work place is important in establishing an appropriate learning  
5 environment for the students of the district. The manufacture, distribution, sale, dispensing,  
6 possession or use of illicit drugs, alcohol, any controlled substances or facsimiles thereof is  
7 prohibited in the district. The use or possession of any substance that has a mind-altering effect  
8 is prohibited, excluding a prescription-only medication prescribed by a physician or over-the-  
9 counter medications which are being taken according to label directions for a legitimate ailment.

10  
11 Approved: August 1, 1990  
12 Reviewed/Revised: June 12, 2001  
13 Revised: March 29, 2011  
14 Revised: November 13, 2012

15  
16 **GAOA-R Drug Free Workplace**

GAOA-R

17 (Certified/Classified Staff)

18  
19 As a condition of employment in the district, employees shall abide by the terms of this  
20 policy.

21  
22 Employees shall not manufacture, distribute, dispense, possess or use illicit drugs,  
23 alcohol, any controlled substances or facsimiles thereof in the workplace.

24  
25 Any employee who is convicted under a criminal drug statute for a violation must notify  
26 the superintendent of the conviction within five days after the conviction.

27  
28 Within 30 days after the notice of conviction is received, the school district will take  
29 appropriate action with the employee. Such action may include suspension, placement on  
30 probationary status, or other disciplinary action including termination. Alternatively, or in  
31 addition to any action short of termination, the employee may be required to participate  
32 satisfactorily in an approved drug abuse assistance or rehabilitation program as a condition of  
33 continued employment. The employee shall bear the cost of participation in such program. Each  
34 employee in the district shall be given a copy of this policy.

35  
36 This policy is intended to implement the requirements of the federal regulations  
37 promulgated under the Drug Free Workplace Act of 1988. It is not intended to supplant or  
38 otherwise diminish disciplinary actions which may be taken under board policies or the  
39 negotiated agreement.

40  
41 Approved: August 1, 1990  
42 Reviewed/Revised: June 12, 2001  
43 Revised: March 29, 2011  
44 Revised: November 13, 2012

1 **GAOB Drug Free Schools (See JDDA)**

**GAOB**

2 (Certified/Classified Staff)

3  
4 The possession, use, sale or distribution of illicit drugs, alcohol, controlled substances or  
5 any facsimiles thereof by school employees on, in, or while using district property, or at any  
6 district activity is prohibited. The use or possession of any substance that has a mind-altering  
7 effect is prohibited, excluding a prescription-only medication prescribed by a physician or over-  
8 the-counter medications which are being taken according to label directions for a legitimate  
9 ailment. This policy is required by the 1989 amendments to the Drug Free Schools and  
10 Communities Act, P.L. 102-226, 103 St. 1928.

11  
12 Approved: August 1, 1990  
13 Reviewed/Revised: June 12, 2001  
14 Revised: October 28, 2008  
15 Revised: March 29, 2011  
16 Revised: November 13, 2012

17  
18 **GAOB-R Drug Free Schools**

**GAOB-R**

19 (Certified/Classified Staff)

20  
21 Employee Conduct

22 As a condition of continued employment in the district, all employees shall abide by the  
23 terms of this policy. Employees shall not manufacture, distribute, dispense, possess or use illicit  
24 drugs, alcohol, controlled substances or facsimiles thereof on, in, or while using district property  
25 or at any district activity. Compliance with the terms of this policy is mandatory. Employees  
26 who are found violating the terms of this policy may be reported to the appropriate law  
27 enforcement officers. Additionally, an employee who violates the terms of this policy will be  
28 subject to any of the following sanctions

- 29  
30 1. short term suspension with pay;  
31  
32 2. short term suspension without pay;  
33  
34 3. long term suspension without pay;  
35  
36 4. required participation in a drug and alcohol education, treatment, counseling, or  
37 rehabilitation program;  
38  
39 5. termination or dismissal from employment.

40  
41 Prior to application of sanctions under this policy, employees will be afforded due  
42 process rights to which they are entitled under the provisions of Kansas law. Nothing in this  
43 policy is intended to diminish the right of the district to take any other disciplinary action which  
44 is provided for in district policies or the negotiated agreement. This policy is not intended to  
45 change any right, duty or responsibilities in the current negotiated agreement.

46  
47 If it is agreed that an employee shall enter into and complete a drug education or  
48 rehabilitation program, the cost of such program will be borne by the employee and

50 (Certified/Classified Staff)

51

52 documentation provided upon completion. Drug and alcohol counseling and rehabilitation  
53 programs are available for employees of the district. A list of available programs along with  
54 names and addresses of contact persons for the program is on file with the superintendent.

55

56 Employees are responsible for contacting the directors of the programs to determine the  
57 cost and length of the program, for enrollment in the program and for providing documentation  
58 of successful completion of the program.

59

60 A copy of this policy shall be provided to all employees.

61

62 Approved: August 1, 1990

63 Reviewed/Revised: June 12, 2001

64 Revised: October 28, 2008

65 Revised: March 29, 2011

66 Revised: November 13, 2012

1 **GAOC Tobacco-Free School Grounds for Staff (See JCDA and KMA)**  
2 (Certified/Classified Staff)

GAOC

3  
4 The use, possession, or promotion of any tobacco products by staff members is prohibited at  
5 all times in any district facility; in school vehicles; at school-sponsored activities, programs, or  
6 events; and on school owned or operated property.  
7

8 The following definitions apply to this policy.

- 9 • “Tobacco product” means any product that is made from or derived from tobacco or that  
10 contains nicotine which is intended for human consumption or is likely to be consumed  
11 whether smoked, heated, chewed, absorbed, dissolved, inhaled, or ingested by any other  
12 means, including, but not limited to, electronic nicotine-delivery system (hereafter  
13 “ENDS”), cigarettes, cigars, pipe tobacco, chewing tobacco, snuff, or snus.
- 14 • “Tobacco product” also means any component or accessory used in the consumption of  
15 a tobacco product such as filters, rolling papers, pipes, charging devices, cartridges, and  
16 any substances used in ENDS, whether or not they contain nicotine. This definition does  
17 not include FDA-approved nicotine replacement therapies including transdermal  
18 nicotine patches, nicotine gum, and nicotine lozenges prescribed to the employee by a  
19 medical practitioner or obtained over the counter and used in accordance with label  
20 requirements.
- 21 • “Electronic nicotine-delivery system” or “ENDS” means any device that delivers a  
22 vaporized solution (including nicotine, THC, or any other substance) by means of  
23 cartridges or other chemical-delivery systems. Such definition shall include, but may not  
24 be limited to, any electronic cigarette, vape pen, hookah pen, cigar, cigarillo, pipe, or  
25 personal vaporizer. ENDS are not FDA-approved nicotine replacement therapy devices.
- 26 • “Promotion” includes, but is not limited to, product advertising via branded gear, bags,  
27 clothing, any personal articles, signs, structures, vehicles, flyers, or any other materials.  
28

29 Approved: August 15, 1990  
30 Revised: April 27, 1999  
31 Revised: October 12, 1999  
32 Revised: June 12, 2001  
33 Revised: March 29, 2011  
34 Revised: October 8, 2013  
35 Revised: November 8, 2016  
36 Revised: November 12, 2019  
37 Revised: October 13, 2020



1 **GAOE Workers' Compensation and Disability Benefits**

GAOE

2 (Certified/Classified Staff)

3  
4 The district will participate in workers' compensation as required by current statute. The  
5 workers' compensation plan will provide coverage for medical expenses and wages to the extent  
6 required by statute to those employees who qualify.

7  
8 All employees of the district, regardless of assignment, length of assignment, and/or  
9 hours worked per day, shall be covered by workers' compensation. Benefits are for personal  
10 injury from accident or industrial disease arising out of and in the course of employment in the  
11 district.

12  
13 An injured employee must notify the human resources department within twenty days of  
14 the injury or within thirty days of repetitive trauma in order to be eligible for benefits. An  
15 employee who claims an injury or who is involved in an accident in the course of employment  
16 may be required to submit to a post-injury chemical test as authorized by Kansas statute. This  
17 includes instances where the district administration or workers' compensation coordinator has  
18 actual knowledge of an accident whether the employee has or has not requested medical  
19 treatment. If such test is refused, all workers' compensation benefits shall be forfeited by the  
20 employee.

21  
22 The board shall have the right to choose a health care provider to assist any employee  
23 who suffers an injury while performing his/her job. However, if an injured employee chooses to  
24 go to a medical provider other than the board's designated health care provider, the recovery for  
25 such expenses shall be limited to \$500.00.

26  
27 Employees absent during their regularly scheduled duty days by reason of workers'  
28 compensation injury may supplement their workers' compensation benefits with unused sick  
29 and/or vacation benefits if applicable. Sick and/or vacation leave shall be deducted on a prorata  
30 amount equal to the percentage of normal daily salary/wage paid by the district. Available paid  
31 sick and/or vacation leave may be used for this purpose until 1) available paid sick and/or  
32 vacation leave benefits are exhausted; 2) the employee returns to work; or 3) employment is  
33 terminated. The combined workers' compensation benefits and salary received under allowed  
34 sick and/or vacation leave or other available leave shall not exceed the employee's regular daily  
35 rate of pay. Any workers' compensation benefits and FMLA benefits provided in a board  
36 approved plan shall run concurrently if both are applicable.

37  
38 An employee who is receiving workers' compensation benefits and who is either off  
39 work or is working a modified schedule shall be required to provide the human resources  
40 department with a written doctor's release before the employee is allowed to return to work or to  
41 resume the employee's regular schedule. Should the employee be released by a doctor and fail  
42 to return to work or resume his/her regular schedule, all benefits under sick and/or vacation leave  
43 shall terminate and those benefits under workers' compensation shall be restricted as provided by  
44 current statute.

45  
46 Approved: June 12, 2001

47 Revised: May 27, 2003

48 Revised: December 8, 2009

49 **GAOE Workers' Compensation and Disability Benefits**

**GAOE-2**

50

51 Reviewed: March 29, 2011

52 Revised: November 10, 2015

53 Revised: November 12, 2019

1 **GAOF Salary Deductions**

**GAOF**

2 (Certified/Classified Staff)

3  
4 Salary deductions shall be made if permitted by board policy, the negotiated agreement,  
5 or required by law. The district shall comply with the salary basis requirements of the Fair Labor  
6 Standards Act (FLSA). The superintendent shall develop forms to provide information needed to  
7 make approved salary deductions. All requests for salary deductions shall be submitted to the  
8 superintendent during enrollment periods established by the board.

9  
10 Approved: June 12, 2001  
11 Reviewed: March 29, 2011  
12 Revised: October 8, 2013

1 **GAR Communicable Diseases**

**GAR**

2 (Certified/Classified Staff)

3  
4 Whenever an employee has been diagnosed by a physician as having a communicable  
5 disease as defined in current regulation, the employee shall report the diagnosis and nature of the  
6 disease to the superintendent so that a proper reporting may be made to the county or joint board  
7 of health as required by statute.

8  
9 An employee afflicted with a communicable disease dangerous to the public health shall  
10 be suspended from duty for the duration of the contagiousness in order to give maximum health  
11 protection to other district employees and to students.

12  
13 The employee shall be allowed to return to duty upon recovery from the illness, or when  
14 the employee is no longer contagious as authorized by the employee's physician.

15  
16 The board reserves the right to require a written statement from the employee's physician  
17 indicating that the employee is free from all symptoms of the communicable disease.

18  
19 Approved: March 15, 1989  
20 Revised: August 15, 1990  
21 Reviewed/Revised: June 12, 2001  
22 Reviewed: March 29, 2011

23  
24 **GAR-R Communicable Diseases**

**GAR-R**

25 (Certified/Classified Staff)

26  
27 If a district employee has been diagnosed as having a communicable disease and the  
28 superintendent has been notified by the employee, as provided in policy, the superintendent shall  
29 determine whether a release shall be obtained from the employee's physician before the  
30 employee returns to duty.

31  
32 Decisions regarding the type of employment setting for an employee with a  
33 communicable disease shall be made by the superintendent based upon consideration of the  
34 physical condition of the employee and the following factors:

- 35  
36 the nature of the risk,  
37 the duration of the risk,  
38 the severity of the risk, and  
39 the probability that the disease will be transmitted or cause harm to the employee  
40 or to others who will share the same setting.

41  
42 No information regarding employees with communicable diseases shall be released by  
43 district personnel without the employee's consent except to comply with state or federal statutes.

44  
45 Approved: March 15, 1989  
46 Revised: August 15, 1990  
47 Reviewed/Revised: June 12, 2001  
48 Revised: March 29, 2011

1 **GARA Bloodborne Pathogen Exposure Control Plan**

**GARA**

2 (Certified/Classified Staff)

3  
4 The board shall adopt an exposure control plan.

5  
6 The plan shall be accessible to all employees and shall be reviewed and updated at least  
7 annually. All staff shall receive the training and equipment necessary to implement the plan.

8  
9 Approved: March 15, 1989  
10 Revised: August 15, 1990  
11 Reviewed/Revised: June 12, 2001  
12 Reviewed: March 29, 2011  
13 Revised: November 10, 2015

1 **GARI Family and Medical Leave**

**GARI**

2 (Certified/Classified Staff)

3  
4 Eligible district employees shall be provided family and medical leave through a plan  
5 approved by the board. The plan for providing leave under this policy shall be filed with the  
6 clerk of the board and made available to all staff at the beginning of each school year.

7  
8 Approved: June 12, 2001

9 Revised: December 8, 2009

10 Reviewed: March 29, 2011

11 Reviewed: November 8, 2016

2 (Certified/Classified Staff)

3  
4 Employees are entitled to military leave under the Uniformed Services Employment and  
5 Reemployment Act of 1994. The Act applies to military service that began on or after December  
6 12, 1994, or military service that began before December 12, 1994, if the employee was a  
7 reservist or National Guard member who provided notice to the employer before leaving work.  
8

9 Reemployment rights extend to persons who have been absent from work because of  
10 “service in the uniformed services.” The uniformed services consist of the following military  
11 branches:

12  
13 Army, Navy, Marine Corps, Air Force or Coast Guard,  
14 Army Reserve, Navy Reserve, Marine Corps Reserve, Air Force Reserve or Coast Guard  
15 Reserve,  
16 Army National Guard or Air National Guard,  
17 Commissioned corps of the Public Health Service, or  
18 any other category of persons designated by the President in time of war or emergency.  
19

20 “Service” in the uniformed services means duty on a voluntary or involuntary basis in a  
21 uniformed service, including  
22 active duty,  
23 active duty for training,  
24 initial active duty for training,  
25 inactive duty training,  
26 full-time National Guard duty, or  
27 absence from work for an examination to determine a person’s fitness for any of the  
28 above types of duty.  
29

30 The employee may be absent for up to five (5) years for military duty and retain  
31 reemployment rights. There are, however, exceptions which can exceed the five (5) years limit.  
32 Reemployment protection does not depend on the timing, frequency, duration or nature of an  
33 individual’s service. The law enhances protections for disabled veterans including a requirement  
34 to provide reasonable accommodations and up to two (2) years to return to work if convalescing  
35 from injuries received during service or training.  
36

37 The returning employee is entitled to be reemployed in the job that he/she would have  
38 attained had he/she not been absent for military service with the same seniority, status and pay,  
39 as well as other rights and benefits determined by seniority. If necessary, the employer must  
40 provide training or retraining that enables the employee to refresh or upgrade his/her skills so  
41 he/she can qualify for reemployment. While the individual is performing military service, he/she  
42 is deemed to be on a furlough or leave of absence and is entitled to the non-seniority rights  
43 accorded other individuals on non-military leaves of absence.  
44

45 Individuals performing military duty of more than 30 days may elect to continue  
46 employer sponsored health care for up to 18 months at a cost of up to 102 percent of the full  
47 premium. For military service of less than 31 days, health care coverage is provided as if the  
48 individual had never left. All pensions which are a reward for length of service are protected.

49 **GARID Military Leave**

GARID-2

50  
51 Individuals must provide advance written or verbal notice to their employers for all  
52 military duty. Notice may be provided by the  
53 employee or by the branch of the military in which the individual will be serving.  
54

55 Notice is not required if military necessity prevents the giving of notice or the giving of  
56 notice is otherwise impossible or unreasonable.  
57

58 Accrued vacation or annual leave may be used (but is not required) while performing  
59 military duty. The individual's timeframe for returning to work is based upon the time spent on  
60 military duty.  
61

62 **TIME SPENT ON                      RETURN TO WORK OR APPLICATION**  
63 **MILITARY DUTY                      FOR REEMPLOYMENT**

64  
65 Less than 31 days:                      Must return at the beginning of the next regularly scheduled work  
66 period on the first full day after release from service, taking into  
67 account safe travel home plus an eight (8) hour rest period.  
68

69 More than 30 but less                      Must submit an application for reemployment  
70 than 181 days:                              within 14 days of release from service.  
71

72 More than 180 days:                      Must submit an application for reemployment within 90 days of  
73 release from service.  
74

75 The individual's separation from service must be under honorable conditions in order for the  
76 person to be entitled to reemployment rights. Documentation showing eligibility for  
77 reemployment can be required. The employer has the right to request that an individual who is  
78 absent for a period of service of 31 days or more provide documentation showing  
79

80                      the application for reemployment is timely,  
81                      the five-year service limitation has not been exceeded, and,  
82                      separation from service was under honorable conditions.  
83

84 If documentation is not readily available or it does not exist, the individual must be  
85 reemployed. However, the employer may terminate the individual, effective immediately, if,  
86 after reemployment, documentation becomes available that shows one or more reemployment  
87 requirements were not met. The termination does not operate retroactively.  
88

89 Questions should be directed to Veterans' Employment and Training Service, U.S.  
90 Department of Labor.  
91

92 Kansas law also requires reemployment if an individual is called to active duty by the  
93 state.  
94

95 Approved:     June 12, 2001  
96 Revised:        March 29, 2011



1 **GBH Supervision**

**GBH**

2 (Certified Staff)

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

6  
7 Approved: June 12, 2001

8 Revised: March 29, 2011

9 Reviewed: November 12, 2019

1 **GBI Evaluation**

**GBI**

2 (Certified Staff)

3  
4 The board shall adopt an evaluation instrument for certified staff which shall be filed with  
5 the superintendent.

6  
7 Availability of Evaluation Documents

8 Completed evaluation documents shall be available to the employee, the superintendent,  
9 other administrators under whose supervision the teacher works, and others authorized by law.  
10 (See GAK)

11  
12 Evaluation Criteria

13 Evaluation criteria shall be established by the board.

14  
15 Approved: November 8, 1989  
16 Revised: August 15, 1990  
17 Revised: April 25, 1995  
18 Reviewed/Revised: June 12, 2001  
19 Revised: November 25, 2003  
20 Revised: March 29, 2011

1 **GBK Suspension**

**GBK**

2 (Certified Staff)

3  
4 The superintendent shall have the authority to suspend certified employees with pay.

5  
6 Approved: January 20, 1982  
7 Revised: August 15, 1990  
8 Revised: October 20, 1993  
9 Reviewed/Revised: June 12, 2001  
10 Revised: November 13, 2007  
11 Reviewed: October 28, 2008  
12 Reviewed: March 29, 2011

13  
14 **GBK-R Suspension**

**GBK-R**

15 (Certified Staff)

16  
17 The superintendent may suspend certified employees with pay for reasons including but  
18 not limited to alleged violation of board policy, rule or regulation; refusal or failure to follow a  
19 reasonable directive of an administrator; the filing of a complaint against the employee with any  
20 civil or criminal authority; the alleged commission of an offense involving moral turpitude; or  
21 other good cause. The superintendent shall notify the board of the suspension within 72 hours.

22  
23 If a suspension is imposed on an employee pending dismissal, the employee is entitled to  
24 pay until the employee has a hearing before the board. The hearing shall determine whether  
25 further suspension shall be with or without pay.

26  
27 Approved: January 20, 1982  
28 Revised: August 15, 1990  
29 Revised: October 20, 1993  
30 Reviewed/Revised: June 12, 2001  
31 Reviewed: November 13, 2007  
32 Reviewed: October 28, 2008  
33 Revised: March 29, 2011

1 **GBN Nonrenewal and Termination**

**GBN**

2 (Certified Staff)

3

4 Nonrenewal or termination shall be in accordance with Kansas law and the negotiated  
5 agreement, as applicable.

6

7 Approved: August 15, 1990

8 Revised: June 12, 2001

9 Reviewed: March 29, 2011

10 Revised: November 12, 2019

1 **GBO Resignation**

**GBO**

2 (Certified Staff)

3  
4 A teacher, as defined by the negotiated agreement, who has signed a contract and accepted a  
5 teaching position in the district for the coming year or who has not resigned by the continuing  
6 contract notice deadline shall not be released from that contract until the board has accepted the  
7 resignation and received or waived the liquidated damages. (Refer to the Negotiated Agreement.)  
8 Termination of employment without complying with board policy and the negotiated agreement  
9 shall result in the board's seeking legal restitution and/or petitioning the State Board of Education to  
10 have the teacher's certificate or license suspended.

11  
12 Approved: January 20, 1982

13 Revised: August 15, 1990

14 Revised: June 12, 2001

15 Revised: March 29, 2011

16 Revised: October 9, 2018

1 **GBQA Reduction of Teaching Staff**

**GBQA**

2 (Certified Staff)

3

4 If the board decides that the size of the teaching staff must be reduced, the negotiated  
5 agreement shall be followed.

6

7 Approved: June 12, 2001

8 Reviewed: March 29, 2011

9 Reviewed: October 14, 2014

1 **GBR Working Conditions**

**GBR**

(Certified Staff)

2

3

4

5

6

7

8

9

10

11

12

13

14

To facilitate the instructional program of the district, professional personnel must be at their places of assignment each school day. (See Negotiated Agreement) Any employee who finds it necessary to leave any duty station shall first secure approval from the administrator in charge. Based upon each employee's time schedule and needs of the district, duties may be assigned on a regular or rotation basis by the administrator in charge.

Approved: January 20, 1982

Revised: August 15, 1990

Revised: October 20, 1993

Reviewed/Revised: June 12, 2001

Revised: March 29, 2011

1 **GBRA Employee Health**

**GBRA**

(Certified Staff)

2  
3  
4 If the board has a reasonable doubt that an employee will be able to fulfill his/her  
5 contractual obligations and/or the policies and rules of the board because of a mental or physical  
6 infirmity, the board reserves the right to have the employee examined by a physician of the  
7 board's choice. The costs for any examination referred to in this rule will be borne by the board.

8  
9 Approved: June 12, 2001

10 Revised: March 29, 2011



1 **GBRC Professional Development**

GBRC

2 (See GBRH & GAN)  
3 (Certified Staff)  
4

5 There shall be a program of professional development for employees which meets  
6 minimum statutory and state board of education requirements. The program shall promote  
7

- 8 • continuous professional development,  
9 • improving academic achievement for all students,  
10 • diversification in academic foundations or subject knowledge, and  
11 • improved job effectiveness and enhanced skills.  
12

13 When appropriate, the superintendent shall consult with the staff about professional  
14 development activities.  
15

16 All appropriate employees shall attend professional development sessions unless excused  
17 by the superintendent. Professional development programs may use all or a portion of the  
18 workday.  
19

20 Approved: June 12, 2001  
21 Revised: November 25, 2003  
22 Revised: March 29, 2011

1 **GBRD Staff Meetings**

**GBRD**

2 (Certified Staff)

3

4 Staff meetings for certified personnel shall be called by the administration.

5

6 Approved: June 12, 2001

7 Reviewed: March 29, 2011

8 Reviewed: November 12, 2019

1 **GBRE Additional Duty**

**GBRE**

2 (Certified Staff)

3  
4 In addition to extra duty and supplemental duty which is assigned and compensated for as  
5 specified in the negotiated agreement, the board may, for the purpose of providing for desirable  
6 educational programs, establish out-of-class educational assignments that may extend beyond the  
7 school day or the time class is in session.

8  
9 Approved: January 20, 1982  
10 Revised: August 15, 1990  
11 Reviewed/Revised: June 12, 2001  
12 Reviewed: March 29, 2011  
13 Revised: November 8, 2016

1 **GBRF Student and Parent Conferences**

**GBRF**

2

3 Teachers shall be available for student and/or parent conferences at mutually convenient  
4 times.

5

6 Approved: November 8, 2016

1 **GBRG Non-School Employment (See GAG)**  
2 (Certified Staff)

**GBRG**

3  
4 The board reserves the right of exclusive access to the professional services of certified  
5 employees in accordance with the terms of the contract.

6  
7 Certified employees shall not engage in outside employment which interferes with their  
8 duties.

9  
10 Approved: January 20, 1982  
11 Revised: August 15, 1990  
12 Reviewed/Revised: June 12, 2001  
13 Revised: March 29, 2011

1 **GBRGA Consulting (See GAG)**

**GBRGA**

2 (Certified Staff)

3

4 Certified employees may request to be excused from regular duty by the board to serve as  
5 paid or unpaid consultants to other districts, government agencies or private industry. If the  
6 employee takes paid leave to perform consulting services, any presentation fee and/or  
7 honorarium paid to the employee shall be forwarded to the U.S.D. #305 Business Office.  
8 Preparation fees may be accepted when the work is done outside of the duty day.

9

10 Approved: June 12, 2001

11 Revised: March 29, 2011

1 **GBRGB Tutoring for Pay (See GAG)**

**GBRGB**

2 (Certified Staff)

3

4 Teachers shall not receive pay nor use school supplies for private instruction at school  
5 unless approved in advance by the superintendent.

6

7 Approved: June 12, 2001

8 Revised: March 29, 2011

1 **GBRH Leaves and Absences**

**GBRH**

2 (Certified Staff)

3  
4 Leave with and without pay shall be granted in accordance with applicable laws and the  
5 negotiated agreement. The board reserves the right to grant additional leave.  
6

7 Approved: December 18, 1985

8 Revised: August 15, 1990

9 Revised: June 12, 2001

10 Reviewed: November 25, 2003

11 Revised: March 29, 2011

12 Revised: November 12, 2019



1 **GBRIBA Disability Leave**

**GBRIBA**

2 (Certified Staff)

3

4 The board may grant leave of absence for disability with or without pay.

5

6 Approved: June 12, 2001

7 Reviewed: March 29, 2011

1 **GBRJ Substitute Teaching**

**GBRJ**

2 (Certified Staff)

3  
4 Qualified substitute teachers shall be secured for the district.

5  
6 The superintendent shall compile a list of available substitute teachers, and each principal  
7 shall have a current copy.

8  
9 Each principal shall file a report with the superintendent listing the substitutes used in the  
10 building during each pay period.

11  
12 The superintendent shall meet with principals and review the performance of substitutes.

13  
14 The board shall establish the rate of pay for substitute teachers annually.

15  
16 Approved: January 20, 1982

17 Revised: August 15, 1990

18 Revised: March 16, 1994

19 Reviewed/Revised: June 12, 2001

20 Revised: March 29, 2011

2 (Certified Staff)

3  
4 An educator in the performance of assigned duties shall

- 5
- 6 • meet and continuously maintain applicable certification or licensure requirements
  - 7 as defined by state and/or federal law and regulations for position held;
  - 8 • actively support and pursue the district's educational mission (see IA);
  - 9 • recognize the basic dignity of all individuals;
  - 10 • maintain professional integrity, including, but not limited to, adherence to any/all
  - 11 professional standards of conduct expected/published by the educator's licensing
  - 12 body such as the Kansas State Department of Education;
  - 13 • avoid accepting anything of substantial value offered by another which is known
  - 14 to or which may appear to influence judgment or the performance of duties;
  - 15 • accurately represent professional qualifications; and
  - 16 • be responsible to present any subject matter in a fair and accurate manner (IAA
  - 17 and IKB).
- 18

19 Approved: June 12, 2001

20 Revised: March 29, 2011

21 Revised: June 13, 2017

1 **GCA Compensation and Work Assignments**

GCA

2 (Classified Staff)

3  
4 Classified employees shall be paid according to pay rates established by the board.  
5 Payment shall be made at the established pay date following the end of each pay period.

6  
7 Work Assignments

8 The superintendent shall develop work assignments and time schedules for all classified  
9 employees.

10  
11 Overtime

12 The employee shall not work more than 40 hours per week without the prior permission  
13 of the appropriate supervisor. (See GCRF)

14  
15 Approved: January 20, 1982

16 Revised: August 15, 1990

17 Reviewed/Revised: June 12, 2001

18 Revised: March 29, 2011

1 **GCDA Teacher Aides and Paraprofessionals**  
2 (Classified Staff)

**GCDA**

3  
4 See GCH – Supervision

5  
6 Approved: March 16, 1994  
7 Reviewed/Revised: June 12, 2001  
8 Revised: March 29, 2011

1 **GCH Supervision**

**GCH**

(Classified Staff)

2

3

4

5

6

7

8

9

10

11

Classified staff employees shall follow all applicable board policies, rules and regulations. The superintendent has the responsibility to supervise all noncertified employees not directly under the supervision of a building principal. A building principal has the responsibility to supervise all noncertified employees who are assigned to the building.

Approved: August 15, 1990  
Reviewed/Revised: June 12, 2001  
Revised: March 29, 2011

1 **GCI Classified Employee Evaluation**

**GCI**

2 (Classified Staff)

3

4 All classified employees shall be evaluated by the supervisor to whom they are assigned.

5 A copy of the completed evaluation will be given to the employee after it is signed by the  
6 employee and the evaluator and will be placed in the employee's personnel file.

7

8 Approved: June 12, 2001

9 Revised: March 29, 2011

10 Revised: November 10, 2015

1 **GCK Suspension**

**GCK**

2 (Classified Staff)

3

4 The superintendent shall have the authority to suspend classified employees with pay.

5

6 Approved: August 15, 1990

7 Reviewed/Revised: June 12, 2001

8 Revised: October 28, 2008

9 Reviewed: March 29, 2011



1 **GCO Resignation**

**GCO**

2 (Classified Staff)

3

4 Classified positions are “employment at will” positions which may be terminated by the  
5 employee or by Salina USD 305 for any/no reason.

6

7 Approved: August 15, 1990

8 Reviewed/Revised: June 12, 2001

9 Revised: March 29, 2011

1 **GCRF Non-School Employment (See GAG)**  
2 (Classified Staff)

**GCRF**

3  
4 Classified employees shall not be excused during their regularly assigned time schedule  
5 to perform outside employment. Classified employees shall not engage in outside employment  
6 which interferes with their duties.

7  
8 Approved: January 20, 1982  
9 Revised: August 15, 1990  
10 Reviewed/Revised: June 12, 2001  
11 Revised: March 29, 2011

1 **GCRG Leaves and Absences**

**GCRG**

2 (Classified Staff)

3

4 Leaves with or without pay shall be granted according to the support staff handbook.

5

6 Approved: June 12, 2001

7 Revised: November 25, 2003

8 Revised: March 29, 2011

1 **GCRH Vacations**

**GCRH**

2 (Classified Staff)

3

4 Vacation leave will be granted in accordance with the support staff handbook.

5

6 Approved: June 12, 2001

7 Revised: November 25, 2003

8 Revised: March 29, 2011

1 **GCRI Paid Holidays**

**GCRI**

2 (Classified Staff)

3  
4 Paid holiday leave shall be granted to classified employees according to the support staff  
5 handbook.

6  
7 Approved: June 12, 2001  
8 Revised: November 25, 2003  
9 Revised: March 29, 2011