

21-May-12

KSBA Procedure Service 2012 Procedure Update (#16) Checklist

District: Spencer County Schools

So that we can track and store your District's administrative procedures in our procedure database, please indicate below what decision you have made on the proposed new/revised procedures enclosed for your review. We will forward printed or reproducible copies of the procedures when we receive this form.

Procedure Number	Accept as Written	Accept with Modification*	Date of District/ Board Review	Keep Current Procedure	Delete Procedure
03.11 AP.1	<input type="checkbox"/>	<input checked="" type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
03.12322 AP.21	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
03.1321 AP.1	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
03.162 AP.21	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
04.32 AP.1	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
07.1 AP.11	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
07.13 AP.1	<input type="checkbox"/>	<input checked="" type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
08.1131 AP.2	<input type="checkbox"/>	<input checked="" type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
08.133 AP.1	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
08.2323 AP.21	<input type="checkbox"/>	<input checked="" type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
09.11 AP.23	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
09.14 AP.1	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
09.14 AP.111	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
09.14 AP.12	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
09.14 AP.231	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
09.21 AP.2	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
09.311 AP.2	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
09.422 AP.21	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
09.42811 AP.21	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
09.4361 AP.21	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
10.5 AP.22	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>

Procedure Number	Accept as Written	Accept with Modification*	Date of District/ Board Review	Keep Current Procedure	Delete Procedure
03.125 Ap.21	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
03.1232 Ap1	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>

*Please attach a copy of the modified procedure. DO NOT RETYPE the procedure - simply indicate the district-initiated changes by writing in colored ink, circling, highlighting, etc.

Superintendent's Signature

Date

**Please return this completed form to KSBA at your earliest opportunity.
Please contact your KSBA Consultant IF you need KSBA to completely reprint all procedure pages or to order additional new manuals, instead of just getting copies of the updated procedures.**

2012-13
PROCEDURE REVIEW/UPDATE

03.11 AP.1 – Hiring – delete & change – “All postings at the local level shall **be posted** ~~made within five (5) working days of each certified vacancy opening. The~~ **and the** closing date for receiving applications shall be listed when vacancies are posted.”

03.11 AP.1 – Hiring – delete – “2. Receive Application and Teacher Insight Score”

03.11 AP.1 – Hiring – delete – “5. Interview the candidate using questions ~~from the FIT (Further Insight into Talent) and any other questions your~~ **the** committee feels are important.”

07.13 AP.1 – Bidding of School Food Service Supplies – see attachment

08.1131 AP.2 – Alternative Credit Options – add –

“I approve for my child, _____, be permitted to take the requested course(s) for credit toward high school graduation.

Principal/designee’s Signature

Date”

08.2323 AP.1 – Curriculum and Instruction – Electronic Access User Agreement Form – replace - see attachment

EXPLANATION: CERTIFIED VACANCIES MUST BE POSTED ON THE KDE WEB SITE.
FINANCIAL IMPLICATIONS: NONE ANTICIPATED

PERSONNEL

03.11 AP.1

Hiring

The following procedures shall apply in the recruitment, selection, and employment of all classified and certified personnel hired in the District.

RECRUITMENT

Recruiting shall be the responsibility of the Superintendent/designee. Efforts shall be made to recruit a quality staff to include, but not be limited to:

1. Working through placement bureaus of regional and state colleges and universities;
2. Working with state educational associations and the state department of education;
3. Conducting recruitment programs, as appropriate; and
4. Advertising through appropriate media.

POSTING

Vacancies shall be posted in the Central Office, in each school building during the school year and in the following as appropriate: local and/or state newspapers, predetermined locations in the community; professional publications, and/or campus recruiting offices.

NOTE: Districts are required to post all certified vacancies on the Kentucky Department of Education's web site.

All postings at the local level shall be made within five (5) working days of each certified vacancy opening. The closing date for receiving applications shall be listed when vacancies are posted.

CERTIFIED VACANCIES

The Superintendent/designee shall notify the Chief State School Officer of the vacancy at least thirty (30) days prior to filling the position. When such a vacancy needs to be filled in less than thirty (30) days to prevent disruption of necessary instructional or support services, a waiver may be requested from the Chief State School Officer. If the waiver is approved, the appointment shall not be made until the person selected has been approved by the Chief State School Officer.

APPLICATIONS

Completed applications should be filed in the office of the Superintendent and accompanied by transcripts and certificates, as appropriate.

The Superintendent/designee shall review each application for completeness and shall send a notice to each applicant indicating (a) the date of the review and (b) any additional materials requested.

SELECTION FACTORS

The Superintendent/designee shall screen applicants based on the following factors:

1. Certification and/or license (when required for the position)
2. Educational background
3. Previous work experience

Hiring

SELECTION FACTORS (CONTINUED)

4. Recommendations
5. Personal characteristics exhibited during the application process
 - a. Ability to communicate
 - b. Ability to work cooperatively with others
 - c. Applicant's educational philosophy
 - d. Knowledge of work area or subject matter
6. Results from required assessment(s)

EMPLOYMENT

For SBDM schools, hiring shall follow statutory guidelines and the provisions of policy 02.4244, and the Superintendent shall complete the hiring process. Decisions on Central Office and District personnel shall be made by the Superintendent/designee. The Superintendent shall inform the Board of the appointment of all personnel.

CONTRACT

Personnel hired by the Superintendent shall be notified of their contractual obligations by letter. The contract must be signed and returned to the Personnel Office within two (2) weeks.

Hiring

GUIDELINES FOR APPLICANT EVALUATION

1. Meet the Candidate

- Job Fair
- University Contact
- Referral from other source
- Submitted application

2. Receive Application and Teacher Insight Score

3. Observe candidate in a classroom setting (preferably in person if at all possible; if not, ask for a videotaped lesson). Look for:

- Positive Teacher/Student Interactions
- Lesson Design (how engaging is the lesson?)
- Classroom Management

4. Check references both on paper and make phone calls.

If the applicant is a student teacher:

- Talk with the university liaison
- Talk with the principal
- Talk with the supervising teacher
- Check any other references provided or if you know someone at that school, check with them.

If the applicant is teaching at another school:

- Talk with the principal
- Talk with the personnel office at the Board of Education where employed
- Check any other references provided or if you know someone at that school or in that district, check with them.

Ask specific questions such as:

- How long have you known the applicant?
- In what capacity?
- What are the applicant's strengths?
- What could the applicant improve upon?
- How does the applicant interact with students?
- Does the applicant provide rigorous, challenging, meaningful, and engaging work for students? Can you provide an example of this?

Hiring

GUIDELINES (CONTINUED)

- How would you rate this person's classroom management?
- Does this person have good attendance?
- Would you want this person teaching your child?
- Would you rehire this person?

Look for discrepancies in references. ALWAYS check with the candidate's principal.

5. Interview the candidate using questions from the FIT (Further Insight into Talent) and any other questions your committee feels are important.

6. Choose the best candidate for the students using these guiding questions:

- Would you want your child to have this person as a teacher?
- Would you want to team teach with this person?

EXPLANATION: UNDER THE FAMILY AND MEDICAL LEAVE ACT, A QUALIFYING EXIGENCY ONLY RELATES TO INSTANCES OF ACTIVE DUTY OR CALL TO ACTIVE DUTY OF A COVERED FAMILY MEMBER (SPOUSE, SON, DAUGHTER OR PARENT), AND "NEXT OF KIN" IS NOT INCLUDED.
FINANCIAL IMPLICATIONS: NONE ANTICIPATED

PERSONNEL

03.12322 AP. 21

Request for Family and Medical Leave of Absence

FAMILY AND MEDICAL LEAVE SHALL BE GRANTED UNDER THE TERMS OF POLICIES 03.12322/03.22322.

Name _____ Position/School _____ Hire Date _____

I request Family and Medical Leave for the following reason:

- | | |
|--|---|
| <input type="checkbox"/> My personal serious health condition | <input type="checkbox"/> Covered family member's active duty or call to active duty in the Armed Forces in support of a contingency plan: |
| <input type="checkbox"/> Serious health condition of my parent | <input type="checkbox"/> spouse <input type="checkbox"/> child <input type="checkbox"/> parent <input type="checkbox"/> next of kin |
| <input type="checkbox"/> Birth and care of my newborn child | <input type="checkbox"/> Covered family member has incurred an injury or illness in the line of duty while on active duty in the Armed Forces that has rendered or may render the family member medically unfit to perform duties of his/her office, grade, rank or rating: |
| <input type="checkbox"/> Placement by the state of a child with me for foster care | <input type="checkbox"/> spouse <input type="checkbox"/> child <input type="checkbox"/> parent <input type="checkbox"/> next-of-kin |
| <input type="checkbox"/> Serious health condition of my child | |
| <input type="checkbox"/> Serious health condition of my spouse | |
| <input type="checkbox"/> Adoption of a child(ren) | |

☐ Extension of leave requested earlier on _____

The leave/extension requested will begin on _____ *Date* and end on _____ *Date*

If the request is for Family and Medical Leave on a reduced or intermittent basis for recurring medical treatments for a child, parent, spouse, or yourself, specify dates requested. _____

Employee's Signature

Date

IF YOUR SPOUSE IS EMPLOYED BY THE DISTRICT AND ALSO IS REQUESTING FMLA LEAVE CONCURRENT WITH YOURS FOR THE SAME REASON, PLEASE COMPLETE THE FOLLOWING INFORMATION.

Spouse's Name _____ Position/School _____ Hire Date _____

S/he has requested Family and Medical Leave for the following reason: ☐ Birth/care of child
☐ Illness of child ☐ Adoption/foster care of a child(ren) ☐ Military service injury/illness

Spouse's Signature

Date

This form was received by the following person:

Superintendent's/designee's Signature

Date

Attach completed copy of certification required by notice of eligibility and rights and responsibilities.

NOTES

- FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement that provides greater family or medical leave rights.
- Employees may file a complaint with the U.S. Department of Labor concerning an FMLA issue.

EXPLANATION: INTERNAL REVENUE SERVICE (IRS) RULES HAVE CHANGED TO SPECIFY THAT "DE MINIMUS USE" PERSONAL USE OF A DISTRICT-PROVIDED PHONE ASSIGNED FOR NON-COMPENSATORY BUSINESS USE IS NO LONGER CONSIDERED TAXABLE INCOME.
FINANCIAL IMPLICATIONS: SAVINGS IN STAFF TIME SPENT TRACKING USE AND REIMBURSEMENT

PERSONNEL

03.1321 AP.1

Staff Use of Telecommunication Devices

Employees issued a telecommunication device are responsible for its safekeeping at all times. Defective, lost or stolen equipment (pagers, digital or cell phones, etc.) are to be reported immediately to the Central Office so that the service provider may be notified.

Telecommunication devices issued to employees are to be returned to the Central Office designee at the conclusion of the school year, activity or as otherwise specified.

RESTRICTIONS

All drivers shall comply with applicable legal requirements concerning use of cellular telephones and other personal communication devices while operating a Board-owned vehicle.

- Employees shall not engage in activities that distract them from safely operating a vehicle.
- Except for communications made to and from a central dispatch, school transportation department, or its equivalent, drivers shall not use a telecommunication device, including those used for calling, texting or emailing while operating a Board-owned vehicle unless the vehicle is parked or unless there is a bona fide emergency, which shall include, but not be limited to the following actions:
 1. Report illegal activity;
 2. Summon medical help;
 3. Summon a law enforcement or public safety agency; or
 4. Prevent injury to a person or property.
- Except for emergencies, telecommunication devices are not to be used for conversations involving District information of a confidential nature.
- Board-owned telecommunication devices are not to be loaned to others.

EXPLANATION: THESE CHANGES ARE RECOMMENDED BY KSBA LEGAL TO CLARIFY REQUIRED REPORTING.

FINANCIAL IMPLICATIONS: NONE

PERSONNEL

03.162 AP.21

Harassment/Discrimination Investigation and Appeals

(FOR INTERNAL ADMINISTRATIVE TRACKING PURPOSES ONLY)

EMPLOYEE COMPLAINANT		
<i>Last Name</i>	<i>First Name</i>	<i>Middle Initial</i>
WORK SITE		

The Superintendent shall appoint an investigator who is not an alleged party in the complaint to investigate allegations of harassment/discrimination. The investigator shall be trained in this area, and her/his duties shall be assigned by the Superintendent/designee or, for contractors, set out in a contract, as appropriate. If the Superintendent is the alleged party, the Board shall designate an outside investigator and, after presentation of the final investigative report, determine when and how it is to be released. All instances involving suspected child abuse or criminal conduct shall be reported as required by law.

ALLEGED HARASSER/DISCRIMINATING PARTY: _____

Investigator: _____ Date Complaint Form is Received: _____

INFORMAL PROCEDURE

If both parties agree, prior to a formal grievance process an administrator may facilitate a conversation between the complainant and the party alleged to have harassed or discriminated against the complainant. Both the complainant and the accused party may be accompanied by a person of their choice. If both parties feel that a resolution has been achieved, no further action need be taken. The results of an informal resolution shall be reported by the facilitator, in writing, to the Principal/immediate supervisor, along with a signed agreement, if one is reached. If any of the interested parties choose not to utilize the informal procedure, or feel that it has been unsuccessful, s/he may opt to proceed to the formal grievance procedure. However, any complaints directed at District school-employees or alleging criminal acts must be formally investigated and/or reported to state authorities as required by law.

Was this complaint resolved informally, as indicated by an agreement signed by both parties?

☐ Yes ☐ No Date: _____ Facilitator _____

FORMAL PROCEDURE

Employees should make their complaint to their Principal/immediate supervisor, who shall immediately, without screening or beginning an investigation, inform the Superintendent of receipt of the complaint. Otherwise, the complaint can be filed directly with the Superintendent or, in cases involving sexual harassment/discrimination, with the Title IX/Equity Coordinator. Employees who have knowledge of alleged or observed harassment/discrimination shall immediately notify their alleged victim's Principal, immediate supervisor, or the Superintendent. **Without a report being made to the Principal or immediate supervisor, Superintendent or Title IX/Equity Coordinator, the District shall not be deemed to have received a complaint of harassment/discrimination.**

The Superintendent shall designate an individual to investigate the complaint. If necessary, the investigator will seek assistance from District administrators. In some instances it may be necessary to involve legal counsel, when authorized by the Superintendent, or by the Board if the Superintendent is the subject of the complaint.

PERSONNEL

03.162 AP.21

(CONTINUED)

Harassment/Discrimination Investigation and Appeals

FORMAL PROCEDURE (CONTINUED)

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TIMELINE

The investigator shall provide the complainant and the accused with a copy of the District's policy 03.162 or 03.262 and inform the complainant and the accused of required timelines that have been established for initiation and completion of an investigation.

CORRECTIVE ACTION

If corrective action is needed, the investigator shall recommend to the Superintendent, or to the Superintendent's designee if the alleged harasser is a classified employee, and, if so instructed by the Superintendent, the type of corrective action and methods to prevent reoccurrence of the harassment/discrimination.

USING THE DESIGNATED FORM (03.162 AP.23), A RESPONSE SHALL BE PRESENTED TO THE COMPLAINANT WITHIN THREE (3) WORKING DAYS OF COMPLETION OF THIS LEVEL OF INVESTIGATION.

Board policy allows for appeal of the investigator's decision and the opportunity to address the complaint to a higher level of authority. An appeal must be made within ten (10) working days of receipt of a response at this level.

Is this complaint to be referred/appealed to a higher level of authority?

☐ Yes

☐ No

If yes, to whom will the complaint be referred? _____

Date: _____

FIRST APPEAL LEVEL

EMPLOYEE COMPLAINANT _____

Last Name

First Name

Middle Initial

WORK SITE _____

ALLEGED HARASSER/DISCRIMINATING PARTY: _____

Superintendent/designee who will consider appeal: _____

Date appeal and related data received by Superintendent/designee: _____

In some instances it may be necessary to involve legal counsel at the appeal level, when authorized by the Superintendent, or by the Board if the Superintendent is the subject of the complaint.

CORRECTIVE ACTION

If corrective action is needed, the investigator shall recommend to the Superintendent, or to the Superintendent's designee if the alleged harasser is a classified employee, and, if so instructed by the Superintendent, the type of corrective action and methods to prevent reoccurrence of the harassment/discrimination.

USING THE DESIGNATED FORM (03.162 AP.23), A RESPONSE SHALL BE PRESENTED TO THE COMPLAINANT WITHIN THREE (3) WORKING DAYS OF COMPLETION OF THIS LEVEL OF INVESTIGATION.

Board policy allows for appeal of the decision made at this level and the opportunity to address the complaint to the Board of Education. An appeal must be made within ten (10) working days of receipt of a response at this level.

Is this complaint to be referred/appealed to a higher level of authority?

☐ Yes

☐ No

If yes, to whom will the complaint be referred? _____

Date: _____

PERSONNEL

03.162 AP.21
(CONTINUED)

Harassment/Discrimination Investigation and Appeals

SECOND APPEAL LEVEL

EMPLOYEE COMPLAINANT	_____	_____	_____
	<i>Last Name</i>	<i>First Name</i>	<i>Middle Initial</i>
WORK SITE	_____		

ALLEGED HARASSER/DISCRIMINATING PARTY: _____

Board Chairperson: _____

Date appeal and related data received by the Chairperson on behalf of the Board: _____

CORRECTIVE ACTION

If corrective action is needed, the investigator shall recommend to the Superintendent/ or to the Superintendent's designee if the alleged harasser is a classified employee, and, if so instructed by the Superintendent, the type of corrective action and methods to prevent reoccurrence of the harassment/discrimination.

USING THE DESIGNATED FORM (03.162 AP.23), A RESPONSE SHALL BE PRESENTED TO THE COMPLAINANT WITHIN THREE (3) WORKING DAYS OF COMPLETION OF THIS LEVEL OF INVESTIGATION.

GUIDELINES

1. The Board shall not hear grievances concerning personnel actions taken by the Superintendent/designee, unless the grievance is based on an alleged violation of constitutional, statutory, regulatory, or policy provisions.
2. In some instances it may be necessary to involve legal counsel, when authorized by the Board.
3. The Superintendent/designee shall implement corrective action as determined by the Superintendent or by the Board, as appropriate under law, after appeal rights have been exhausted. If the Superintendent is subject to corrective action, the Board shall implement the action.
4. The District is prohibited from disclosing personally identifiable information contained in student discipline records under the Federal Educational Rights and Privacy Act and corresponding state law.
5. Employee evaluation and private reprimand information generally is confidential and may require consent of the employee prior to release.

RELATED POLICIES:

09.2211, 09.227

RELATED PROCEDURES:

09.227 AP.1, 03.162 (ALL PROCEDURES)

EXPLANATION: THESE CHANGES ARE RECOMMENDED TO PROMOTE DISTRICT COMPLIANCE WITH FEDERAL REQUIREMENTS FOR SCHOOL NUTRITION PROCUREMENT OF PERISHABLE ITEMS.
FINANCIAL IMPLICATIONS: NONE ANTICIPATED

FISCAL MANAGEMENT

04.32 AP.1

Procurement

- A. Conditions, including emergencies, and procedures under which purchases may be made by means other than competitive sealed bids:

Purchasing officers are authorized to acquire goods, services, or construction through noncompetitive negotiation under the following circumstances, providing a written determination is made that competitive bidding is not feasible. If available, quotes from three (3) suppliers shall be secured if for purchases exceeding \$1,000. At least one (1) of the following conditions shall be met:

1. An emergency has been determined.

An emergency condition is a situation that creates a threat to public health, welfare, or safety such as may arise by reason of floods, epidemics, riots, and equipment failures. The existence of such a condition creates an immediate and serious need to supplies, services, or construction that cannot be met through normal procurement procedures and the lack of which would seriously threaten (a) the functioning of the District; (b) the preservative or protection of property; (c) the health or safety of any person. When such conditions exist, the Superintendent and designated purchasing agents are authorized to purchase through noncompetitive negotiation. The determination of an emergency and the details of the procurement shall be stated in writing and reported to the Board at its next regular meeting.

2. The product or service to be procured is available from a single source.
3. A necessity is temporarily unavailable from the contracted supplier.

When a particular necessity is temporarily unavailable from the contract supplier and the purchasing officer makes a written determination to that effect, the purchasing officer has the authority to treat such items as a single source of services or products and has authority to proceed to procure the same by noncompetitive negotiation.

4. Contracts for services.

The District may contract for the services of licensed professionals such as attorney, physician, psychiatrist, psychologist, certified public accountant, registered nurse, or educational specialist; technicians such as plumber, electrician, carpenter, or mechanic; or an artist such as a sculptor, aesthetic painter, or musician; printers for special projects. This provision shall not apply to architects or engineers providing construction management services rather than professional architect or engineer services.

Noncompetitive negotiations for services of licensed professionals shall occur only when specialized training is required of the contractor, when a specific program or service can be delivered by only one or a few individuals, or when travel costs and time dictate constraints on the bidding process.

5. The contract is for the purchase of perishable items purchased with funds other than school nutrition service funds on a weekly or more frequent basis.

Procurement

Perishables" are those items that are subject to natural decay and deterioration if not put to their intended use within a reasonable time and include such items as fresh fruits and vegetables, meats and fish. Perishables do not include dried, canned, or frozen food products that are normally purchased less frequently than by the week. Items that may be classed as perishables, but which readily lend themselves to competitive bidding, shall be obtained only by competitive bidding. Such items include milk and bread.

Purchase of such items with school nutrition service funds shall be done consistent with methods authorized by federal regulation (7 C.F.R. §3016.36).

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6. The contract or purchase is for replacement parts where the need cannot be reasonably anticipated and stockpiling is not feasible.
 7. The contract is for proprietary items for resale.
 8. Items for resale include printed documents; stocks and inventories for school bookstores; candies; soft drinks, and, all other items that are sold to students and to the general public. Supplies that must be processed prior to resale such as food purchases for the lunchroom are not included as items for resale.
 9. The contract or purchase relates to an enterprise in which the buying or selling by students is a part of the educational experience.
 10. The contract or purchase is for expenditures made on authorized trips outside the boundaries of the service area of the agency.
 11. The contract or purchase is for purchase of supplies that are sold at public auction or by receiving sealed bids.
 12. The contract is for group life insurance, group health and accident insurance, group professional liability insurance, worker's compensation insurance, or unemployment insurance.
 13. The contract or purchase is for a sale of supplies at reduced prices that will afford a purchase at savings to the school district.
 14. The contract or purchase is from a state, U.S. Government, or other public agency.
 15. The contract or purchase is from a state, U.S. Government, or other public agency price contract.
 16. Specifications cannot be made sufficiently specific to permit an award on the basis of either the lowest bid price or the lowest evaluated bid price.
 17. Sealed bidding is inappropriate because the available sources of supply are limited.
 18. The bid prices received through sealed bidding are unresponsive or unreasonable.
- B. Reverse Auction
- Competitive bidding or competitive negotiation for goods and leases may include use of a reverse auction, which is to be conducted as provided in KRS 45A.365 (competitive sealed bidding) or KRS 45A.370 (competitive negotiation).
- C. Rejection of bids, consideration of alternate bids, and waiver of informalities in offers.
- The conditions for bidding shall be applicable to and incorporated in all invitations for bids. Failure to comply with such conditions shall be cause for rejection of the bid. The Board or its designee retains the right to waive any informalities in offer.

Procurement

- D. Confidentiality of technical data and trade secrets information submitted by actual and prospective bidders or offerors.

Technical data and trade secrets information submitted by actual and prospective bidders are exceptions to the open records requirements and shall be rated confidentially.

- E. Partial, progressive and multiple awards.

The District purchasing officer is authorized, when feasible, to advertise for bids as a discount from a price list or catalog. The conditions shall state that multiple awards may be made. When such multiple awards are made, purchases at the contract discount may be made from such price lists or catalogs without further negotiation. However, any changes in the price list exceeding ten percent (10%) during the period of the contract shall disqualify such items from purchase.

- F. Supervision of store rooms and inventories, including determination of appropriate stock levels, and the management, transfer, sale or other disposal of government-owned property shall be the responsibility of the purchasing officer of the district.

- G. Definitions and classes of contractual services and procedures for acquiring them.

The District may obtain the services of various classes of professionals, technicians, and artists by noncompetitive negotiation when specialized training is required of the contractor, when a specific program or service can be delivered by only one or a few individuals, or when travel costs and time dictate constraints on the bidding process.

- H. Procedures for the verification and auditing of local public agency procurement records.

The Superintendent shall maintain sufficient records for the Board to verify all purchasing agreements and purchases made through such agreements. Financial records of all transactions related to the purchase of goods and services for the District or individual schools are subject to an annual financial audit.

- I. Annual reports from those vested with purchasing authority as may be deemed advisable in order to insure that the requirements of this policy are complied with.

1. Each staff member authorized to approve purchase orders shall:

- a. Keep a copy of all purchase orders issued.
- b. Maintain a log to include the name of the vendor from which products or services were obtained.
- c. Record the purpose of the product or service.
- d. Record how the decision was made to purchase from the vendor (bid, negotiation, single source, state price contract, etc.)
- e. List other vendors contacted and their cost for the product or service.

2. All Board policies and District procedures pertaining to procurement, whether promulgated under KRS 45A.345 to 45A.460 or otherwise, shall be maintained in the District Central Office and shall be available to the public upon request at a cost not to exceed the cost of reproduction.

- J. Except as permitted by law, every invitation for bid or request for proposals shall provide that an item equal to that named or described in the specifications may be furnished.

EXPLANATION: THIS PROPOSED NEW PROCEDURE REFLECTS THE MOST CURRENT FEDERAL AND STATE REQUIREMENTS CONCERNING STUDENT DIETARY NEEDS. THIS PROCEDURE HAS BEEN DEVELOPED IN COOPERATION WITH KSBA LEGAL STAFF AND THE KENTUCKY DEPARTMENT OF EDUCATION.

FINANCIAL IMPLICATIONS: POSSIBLE COST OF TRAINING SCHOOL NUTRITION STAFF

SUPPORT SERVICES

07.1 AP.11

Food Allergies and Special Dietary Needs

The District School Nutrition Program shall provide modified menus or food preparation for students as required by their individual education plan (IEP), Section 504 plan, or health plan.

The District School Nutrition Program shall be informed of any student who is unable to consume the meals normally served at the school in which s/he is enrolled.

Nutrition Program services shall provide for substitution of food items based on child-specific medical guidance.

PARENTAL ASSISTANCE

Parents will be asked to:

1. Notify the school principal of any food allergy or special dietary need related to a disabling condition or medical necessity.
2. Provide medical information from a District-approved recognized medical authority (RMA) authorized to practice within the State of Kentucky as noted in the student's IEP, 504 plan or health plan.
3. Provide updated medical information as requested by the District.
4. Participate in any meetings or discussions regarding the student's meal plan.
5. Notify the school of any changes relating to the food allergy or special dietary need.

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SCHOOL SITE RESPONSIBILITIES

1. Identify children requiring special dietary modifications
2. The Principal or designee shall refer a student with known or suspected special dietary needs for special services as required by law and shall notify the Special Education Director, Section 504 Coordinator, school nurse or health services assistant, as appropriate, given the nature of the medical requirement or disabling condition known or suspected.
3. The Principal or designee shall make staff and the student aware of precautions needed related to field trips, classroom parties, allergy alert identification, intervention strategies, and other issues necessary to promote student safety.
4. Admissions and Release Committee (ARC) chairs, Section 504 chairs, the school nurse, or the school nurse assistant, as appropriate, shall communicate plan requirements to all potential plan implementers, such as designated School Nutrition staff, the student's teachers, etc.
5. Monitor and update the IEP, Section 504 plan, or health plan as needed.

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Food Allergies and Special Dietary Needs

FOOD & NUTRITION SERVICES RESPONSIBILITIES

1. Provide food item services and/or substitutions for students based on medical need. Menus will not be modified based on personal preference.
2. Provide training to school nutrition personnel on how to react to food allergies and food-related emergencies and how to modify menus.
3. Maintain special dietary information on each student identified as having special dietary needs and update this information as needed.

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EXPLANATION: KSBA RECOMMENDS THIS NEW PROCEDURE FOR YOUR DISTRICT. PLEASE NOTE THAT IT REFLECTS THE MORE RESTRICTIVE STATE AND FEDERAL REQUIREMENTS THAT APPLY TO FOOD SERVICE PROCUREMENT OF PERISHABLE ITEMS. IN ADDITION, AS PART OF FOOD SERVICE AUDITS, YOUR DISTRICT MAY BE ASKED TO SEE YOUR DISTRICT'S SCHOOL FOOD SERVICE CONFLICT OF INTEREST REQUIREMENTS, WHICH ARE INCLUDED IN THIS DRAFT. FINANCIAL IMPLICATIONS: NONE ANTICIPATED

SUPPORT SERVICES

07.13 AP.1

Bidding of School Food Service Supplies

Please mark your choice in each section containing checkboxes, and return a copy of this draft to KSBA. On the update checklist, please mark, ADOPT WITH MODIFICATION by this code.

LIKE ITEMS IN EXCESS OF \$20,000

If the total amount of purchases for like items is \$20,000 or more, formal bid procedures will be utilized. Food, food products, supplies, and equipment will be bid as follows:

- ☐ Annually (during the month of _____)
☐ Semiannually (during the months of _____ and _____)
☐ As needed
☒ Through or in accordance with a schedule determined by the local educational cooperative
☒ Other as specified – local vendor prequalifications throughout the year.

BID SPECIFICATIONS

1. The bid specifications, including delivery and storage instructions, for all lunchroom/cafeteria supplies shall be prepared by the
☐ Principal ☐ SFS Coordinator ☒ SFS Director ☐ Lunchroom/Cafeteria Manager
☐ Superintendent or designee, as follows _____.
2. The request for bid shall be advertised in the local newspaper with the greatest circulation in the District.
3. Specifications and bid documents shall be mailed to all potential bidders.
4. Bids shall be opened and tabulated by the
☐ Principal ☐ SFS Coordinator ☐ SFS Director ☐ Lunchroom/Cafeteria Manager
☒ Superintendent or designee, as follows SFS Director and at a minimum one other staff member.
5. The bids shall be submitted to the Board of Education for action.

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PERISHABLES

Applicable federal law (7 C.F.R. §3016.36) does not provide a bidding exception for perishable food items purchased with school food service funds. Perishables purchased using school food service funds shall be procured in accordance with 7 CFR 3016.36 and 7 CFR 210.21.

EMERGENCY PURCHASES

If it is necessary to make an emergency purchase in order to continue service, the purchase shall be made and a log of all such purchases shall be maintained and reviewed by the

- ☐ Principal ☐ SFS Coordinator ☐ SFS Director ☐ Lunchroom/Cafeteria Manager
☒ Superintendent or designee _____.

The log of emergency purchases shall include: item name, dollar amount, vendor, and reason for emergency.

Bidding of School Food Service Supplies**RECORDS MANAGEMENT**

The following records will be maintained for a period of three (3) years plus the current year:

1. Records of all phone
2. Logs of all emergency and noncompetitive purchases
3. All written quotes and bid documents
4. Comparison of all price quotes and bids with the effective dates shown
5. Price comparison showing bid or quote awarded
6. Log of approval substitutions

CONFLICT OF INTEREST

The following conduct will be expected of all persons who are engaged in the award and administration of contracts supported by School Food Service Program Funds.

1. No employee, officer, or agent of the District shall participate in selection or in the award or administration of a contract supported by Program funds if a conflict of interest, real or apparent, would be involved. Conflicts of interest arise when one of the following has a financial or other interest in the firm selected for the award:
 - a) District employee, officer, or agent;
 - b) Any member of his/her immediate family;
 - c) His/her partner;
 - d) An organization that employs or is about to employ one of above.
2. District employees, officers, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to subagreements.
3. The purchase during the school day of any food or service from a contractor for individual use is prohibited.
4. The removal of any food, supplies, equipment, or school property such as records, recipe books, and the like is prohibited.
5. The outside sale of such items as used oil, empty cans, and the like will be sold by contract between the District and the outside agency. Individual sales by any school person to an outside agency or other school person is prohibited.

DISCIPLINARY ACTION

Failure of any employee to abide by the above-stated code may result in disciplinary action, including but not limited to, a fine, suspension, or dismissal.

RELATED PROCEDURE:

04.32 AP.1

EXPLANATION: KSBA RECOMMENDS THIS NEW PROCEDURE FOR YOUR DISTRICT. PLEASE NOTE THAT IT REFLECTS THE MORE RESTRICTIVE STATE AND FEDERAL REQUIREMENTS THAT APPLY TO FOOD SERVICE PROCUREMENT OF PERISHABLE ITEMS. IN ADDITION, AS PART OF FOOD SERVICE AUDITS, YOUR DISTRICT MAY BE ASKED TO SEE YOUR DISTRICT'S SCHOOL FOOD SERVICE CONFLICT OF INTEREST REQUIREMENTS, WHICH ARE INCLUDED IN THIS DRAFT.
FINANCIAL IMPLICATIONS: NONE ANTICIPATED

SUPPORT SERVICES

07.13 AP.1

Bidding of School Food Service Supplies

Please mark your choice in each section containing checkboxes, and return a copy of this draft to KSBA. On the update checklist, please mark, ADOPT WITH MODIFICATION by this code.

LIKE ITEMS IN EXCESS OF \$20,000

If the total amount of purchases for like items is \$20,000 or more, formal bid procedures will be utilized. Food, food products, supplies, and equipment will be bid as follows:

- ☐ Annually (during the month of _____)
☐ Semiannually (during the months of _____ and _____)
☐ As needed
☐ Through or in accordance with a schedule determined by the local educational cooperative
☐ Other as specified _____

BID SPECIFICATIONS

1. The bid specifications, including delivery and storage instructions, for all lunchroom/cafeteria supplies shall be prepared by the
☐ Principal ☐ SFS Coordinator ☐ SFS Director ☐ Lunchroom/Cafeteria Manager
☐ Superintendent or designee, as follows _____.
2. The request for bid shall be advertised in the local newspaper with the greatest circulation in the District.
3. Specifications and bid documents shall be mailed to all potential bidders.
4. Bids shall be opened and tabulated by the
☐ Principal ☐ SFS Coordinator ☐ SFS Director ☐ Lunchroom/Cafeteria Manager
☐ Superintendent or designee, as follows _____.
5. The bids shall be submitted to the Board of Education for action.

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Applicable federal law (7 C.F.R. §3016.36) does not provide a bidding exception for perishable food items purchased with school food service funds. Perishables purchased using school food service funds shall be procured in accordance with 7 CFR 3016.36 and 7 CFR 210.21.

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If it is necessary to make an emergency purchase in order to continue service, the purchase shall be made and a log of all such purchases shall be maintained and reviewed by the

- ☐ Principal ☐ SFS Coordinator ☐ SFS Director ☐ Lunchroom/Cafeteria Manager
☐ Superintendent or designee, as follows _____.

The log of emergency purchases shall include: item name, dollar amount, vendor, and reason for emergency.

RECORDS MANAGEMENT

The following records will be maintained for a period of three (3) years plus the current year:

1. Records of all phone quotes

Bidding of School Food Service Supplies**RECORDS MANAGEMENT (CONTINUED)**

2. Logs of all emergency and noncompetitive purchases
3. All written quotes and bid documents
4. Comparison of all price quotes and bids with the effective dates shown
5. Price comparison showing bid or quote awarded
6. Log of approval substitutions

CONFLICT OF INTEREST

The following conduct will be expected of all persons who are engaged in the award and administration of contracts supported by School Food Service Program Funds.

1. No employee, officer, or agent of the District shall participate in selection or in the award or administration of a contract supported by Program funds if a conflict of interest, real or apparent, would be involved. Conflicts of interest arise when one of the following has a financial or other interest in the firm selected for the award:
 - a) District employee, officer, or agent;
 - b) Any member of his/her immediate family;
 - c) His/her partner;
 - d) An organization that employs or is about to employ one of above.
2. District employees, officers, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to subagreements.
3. The purchase during the school day of any food or service from a contractor for individual use is prohibited.
4. The removal of any food, supplies, equipment, or school property such as records, recipe books, and the like is prohibited.
5. The outside sale of such items as used oil, empty cans, and the like will be sold by contract between the District and the outside agency. Individual sales by any school person to an outside agency or other school person is prohibited.

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DISCIPLINARY ACTION

Failure of any employee to abide by the above-stated code may result in disciplinary action, including but not limited to, a fine, suspension, or dismissal.

RELATED PROCEDURE:

04.32 AP.1

EXPLANATION: WITH THE ADVENT OF ONLINE LEARNING OPTIONS, WE RECOMMEND OMITTING REFERENCES TO CORRESPONDENCE COURSES.
FINANCIAL IMPLICATIONS: NONE ANTICIPATED

CURRICULUM AND INSTRUCTION

08.1131 AP.2

Alternative Credit Options

Student's Name _____			
_____	_____	_____	_____
	<i>Last Name</i>	<i>First Name</i>	<i>Middle Initial</i>
Student's Address _____			
_____	_____	_____	_____
	<i>City</i>	<i>State</i>	<i>ZIP Code</i>
School _____		Grade in the upcoming school year _____	

IN ACCORDANCE WITH POLICIES 08.1131 AND/OR 08.1133, THE ABOVE NAMED STUDENT REQUESTS PRIOR APPROVAL FOR TAKING THE FOLLOWING ~~CORRESPONDENCE~~, SUMMER SCHOOL, ONLINE, AND/OR COLLEGE COURSE(S).

Course(s) requested: _____

- ☐ Summer School Course (approved by Superintendent/designee) ☐ ~~Correspondence Course~~
☐ Online Course ☐ College Credit

From what source _____

Total number of credits anticipated: _____

Reason for taking this course:

- ☐ Graduation with class
☐ Enrichment/Elective
☐ Course not available within the District
☐ Simultaneous high school/college credit
☐ Other, _____

I recommend this student be permitted to take the requested course(s) for credit toward high school graduation.

Principal/designee's Signature *Date*

I understand that it is my responsibility to submit an official transcript of my grade to the school by the date specified by the counselor in order to receive credit toward graduation.

Student's Signature *Date*

Number of credits earned _____

Date grade received _____

Principal/designee's Signature *Date*

EXPLANATION: BECAUSE KENTUCKY HAS BEEN GRANTED A WAIVER THROUGH THE 2013-2014 SCHOOL YEAR FOR SEVERAL PROVISIONS PREVIOUSLY REQUIRED AS PART OF THE NO CHILD LEFT BEHIND ACT, ONLY PORTIONS OF THIS PROCEDURE WILL CONTINUE TO APPLY. THE SUGGESTED NOTATION CLARIFIES THAT THE SUPPLEMENTAL SERVICES SECTION WILL BE WAIVED THROUGH 2013-2014.

FINANCIAL IMPLICATIONS: FEWER RESOURCES NEEDED TO COMPLY WITH FEDERAL SUPPLEMENTAL SERVICES REQUIREMENTS

CURRICULUM AND INSTRUCTION

08.133 AP.1

Extended School/Supplemental Educational Services

Eligible students shall be provided extended school (ESS) and/or supplemental educational services (SES) in accordance with the following procedures.

ELIGIBILITY FOR EXTENDED SCHOOL SERVICES

One (1) or more of the following methods of documentation shall be used to determine which students shall be eligible and in the greatest need of extended school services:

1. Teacher recommendation;
2. Academic performance data, including diagnostic, formative or interim and benchmark assessments, and summative assessments;
3. Student performance on high school, college, and workforce readiness assessments required by KRS 158.6459; or
4. Behavioral and developmental progress as documented in formal and informal assessments and reports.

SELECTION FOR EXTENDED SCHOOL SERVICES

Selection criteria for the extended school services program shall be in compliance with applicable administrative regulations.

NOTIFICATION TO PARENTS OF EXTENDED SCHOOL SERVICES

Parents of eligible students shall be notified using procedure 08.133 AP.2.

The District will **provide** a notice of the availability of extended school services, the rationale for offering extended school services, and consequences of not obtaining a high school diploma.

STUDENTS ATTENDING PRIVATE, PAROCHIAL OR HOME SCHOOLS

Students residing within the District's boundaries who attend private, parochial, or home schools must apply to be eligible for the after school tutorial program. Upon application, they may also be considered for enrollment in the summer school program as required by P.L. 107-110 (No Child Left Behind Act of 2001). Their eligibility and selection shall be based on the same criteria as students enrolled in the District schools.

Because the Kentucky request to the U. S. Dept. of Education for flexibility was granted, the following provision is waived through the 2013-2014 school year.

SUPPLEMENTAL EDUCATIONAL SERVICES

Eligible students shall be provided supplemental educational services (SES). "Eligible students" mean all students from low-income families who attend Title I schools that are in their second year of school improvement, in corrective action, or in restructuring. "Supplemental educational services" means additional academic instruction designed to increase students' academic achievement such as tutoring, remediation, distance-learning technologies, or other educational interventions provided by state-approved service providers outside of the regular school day.

Extended School/Supplemental Educational Services

SUPPLEMENTAL EDUCATIONAL SERVICES (CONTINUED)

In providing supplemental educational services, the District shall:

1. Notify parents of eligible children about the availability of supplemental educational services in a manner that is clear and concise, as well as clearly distinguishable from other school-related information that parents receive.

The District shall post on the District/school web site(s) information about available supplemental educational services to include:

- a. The number of students who were eligible for and who participated in supplemental educational services (SES), beginning with data from the 2007-08 school year and for each subsequent year; and
 - b. A list of SES providers approved to serve the District, as well as the locations where services are provided for the current school year.
2. Help parents, at their request, choose a provider;
3. Determine which students should receive services, pursuant to criteria set forth in federal law, if not all students can be served;
4. Enter into agreements with service providers whom the parents select;
5. Assist the Kentucky Department of Education (KDE) in identifying potential providers within the District;
6. Provide information KDE needs to monitor the quality and effectiveness of the services that providers offer; and
7. Protect the privacy of students who receive supplemental educational services.

REFERENCE:

704 KAR 3:390

RELATED PROCEDURE:

08.133 AP.2

Student User Contract

Directions: After reading the *Student Acceptable Use Policy*, please read and fill out the appropriate portions of the following contract completely and legibly. The signature of a parent or guardian is required for all students. Please return the contract to your teacher. I have read the *Spencer County Public Schools Student Acceptable Use Policy*. I understand and will abide by the stated terms and conditions. I further understand that violation of the regulations is unethical and may constitute a criminal offense. Should I commit any violation my access privileges may be revoked, school disciplinary action and/or appropriate legal action may be taken.

Student Name (please print): _____ Date: ____/____/____
Student Signature: _____

OPTIONAL

Parent or Guardian

As the parent or guardian of this student I have read the *Student Acceptable Use Policy* for Internet and e-mail access. I understand that this access is designed for educational purposes and Spencer County Public Schools has taken available precautions to safeguard access to controversial material. However, I also recognize it is impossible for Spencer County Public Schools to restrict access to all controversial materials and I will not hold them responsible for materials this student may acquire on the network. Further, I accept full responsibility for supervision of Live@edu email service from Microsoft if and when my child's use is not in a school setting. I hereby give my permission for the student named above to have Internet access and certify that the information contained on the form is correct.

Parent or Guardian (please print): _____
Signature: _____ Date: ____/____/____
Day phone: _____ Evening phone: _____

OPTIONAL

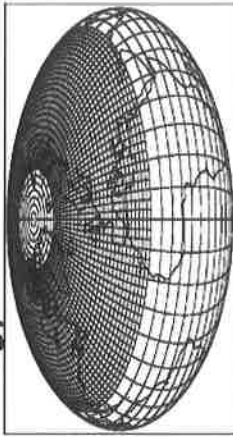
Authorization to Post Student Work

I give permission to display the product of this student's school-related academic, athletic, musical and/or art work on the district/school web sites.

Signature: _____ Date: ____/____/____

Student Name: _____
Page 4

Spencer County Public Schools Student Acceptable Use Policy for Technology and Related Devices



Spencer County Public Schools has access to the Internet and E-mail as part of the business and instructional process.

Students must sign a student acceptable use agreement before direct access to Internet or teacher-directed electronic mail will be provided.

Written parental consent shall be required before any student is given direct, hands-on access to the Internet or to teacher-directed electronic mail. However, educators may use the Internet during class-directed group demonstrations with or without parental consent. Students will be held accountable for violations of the *Student Acceptable Use Policy* and must understand that disciplinary action may be taken.

Local Technology Resources

The use of your account must be in support of education and research and consistent with the educational objectives of the Spencer County Public Schools.

- You may not share your password with anyone.
- You may not transmit obscene, abusive or sexually explicit language.
- You may not create or share computer viruses.
- You may not destroy another person's data.
- You may not break into the network or use it for commercial purposes.
- You may not monopolize the resources of the Spencer County Public Schools network (i.e., running large programs, downloading copyrighted music files, creating P2P networks and/or applications over the network, sending massive amounts of e-mail to other users, or using system resources for games).
- You may not break, or attempt to break, into any computer networks.
- You may not use MUD (multi-user games) via the network.
- You may not get from or put onto the network any copyrighted material (including software), or threatening or sexually explicit material. Copyrights must be respected.

Internet Regulations

- Internet access through the school is to be used for instruction, research, and school-related activities. School access is not to be used for private business or personal, non-school related communications.
- Teachers, library media specialists, and other educators are expected to select instructional materials and recommend research sources in print or electronic media. Educators will select and guide students on the use of instructional materials on the Internet.
- You may not offer Internet access to any individual via your Spencer County account.
- You may not purposely annoy other Internet users, on or off the Spencer County Schools network. This includes such activities as continuous talk requests and use of chat rooms.
- You may not reveal your name or personal information to or establish relationships with "strangers" on the Internet, unless a parent or teacher has coordinated the communication.
- The school should never reveal a student's personal identity or post a picture of the student or the student's work on the Internet with personally identifiable information unless the parent has given written consent.
- A student who does not have a signed AUP on file may not share access with another student.

As a user of this educational system, you should notify a network administrator or a teacher of any violations of this contract taking place by other users or outside parties. This may be done anonymously.

Electronic Mail Regulations

Students and employees of Spencer County Public Schools are prohibited from using district resources to establish Internet e-mail accounts through third party providers. Only Kentucky Education Technology Systems e-mail may be used.

Your child of 13 years and older will have access to Outlook Live e-mail solution provided by the district as part of the Live@edu service from Microsoft. By signing this form, you hereby accept and agree that your child's rights to use the Outlook Live e-mail service, and other Live@edu services as the Kentucky Department of Education may provide over time, are subject to the terms and conditions set forth in district policy/procedure as provided and that the data stored in such Live@edu services, including the Outlook Live e-mail service, are managed by the district pursuant to policy 08.2323 and accompanying procedures. You also understand that the Windows Live ID provided to your child also can be used to access other electronic services that provide features such as online storage and instant messaging. Use of those Microsoft services is subject to Microsoft's standard consumer terms of use (the Windows Live Service Agreement),

and data stored in those systems are managed pursuant to the Windows Live Service Agreement and the Microsoft Online Privacy Statement. Before your child can use those Microsoft services, he/she must accept the Windows Live Service Agreement and, in certain cases, obtain your consent.

- Be polite. You may not write or send abusive messages to others.

- You may not use electronic mail for communications that are not directly related to instruction or sanctioned school activities. Do not use electronic mail, for instance, for private business or personal, non-related communications.

- You may not swear, use vulgarities or any other inappropriate language.
- You may not send or attach documents containing pornographic, obscene, or sexually explicit material.

- You may not access, copy or transmit another user's messages without permission.

- You may not reveal your personal address or phone number or those of other students unless a parent or a teacher has coordinated the communication.

- You may not send electronic messages using another person's name or account.

- You may not send electronic messages anonymously.

- You may not create, send, or participate in chain or spam e-mail.

- ***The electronic mail is not guaranteed to be private. People who operate the system do have access to all mail.*** Messages relating to or in support of illegal activities may be reported to the authorities.

Communication Devices

You may not use communication devices for purposes of transmitting or receiving messages (INCLUDING TEXT MESSAGING and picture phones) in Spencer County Public Schools.

- Devices must be turned off upon entering the school building and remain turned off until exiting the building or 20 minutes after dismissal if remaining in the building.

- All devices must be stored in a secure place (purses, pockets, etc.)

- Use of communication devices is banned at all times on school buses and any assigned detention, including, but not limited to, Saturday School, etc.

- Any use of picture phones to transmit personal images or school course evaluation materials will be dealt with as a serious breach of security and disciplined accordingly.

- Any violations of these usage policies will result in confiscation. If the device has been confiscated, a parent/guardian will need to come to school to pick the device up from the office. Chronic non-compliance shall result in PERMANENT loss of privileges. Spencer County Public Schools accepts no responsibility for use, breakage, theft or loss of these personal items.

EXPLANATION: THIS FORM HAS BEEN UPDATED IN COOPERATION WITH THE KDE OFFICE OF KNOWLEDGE, INFORMATION AND DATA SERVICES TO REFLECT EXPANDED STUDENT ACCESS TO ONLINE TECHNOLOGIES.

FINANCIAL IMPLICATIONS: NONE ANTICIPATED

CURRICULUM AND INSTRUCTION

08.2323 AP.21

Electronic Access User Agreement Form

Last Name: _____ First Name: _____ School: _____ Grade/Title: _____

No user will have an account created or access granted until a signed agreement is on file with the STC and at the Board with the DTC.

Check all that apply: ☐ Computer Use ☐ Network Use ☐ Internet Use ☐ Email Use

STAFF (CHECK ONE)

- ☐ I have read, understand and agree to abide by the letter and the spirit of the Acceptable Use Procedure. I also understand as a staff member, I am responsible for all my own actions, the actions of any students that I am directly supervising, and to report any violators of the AUP.
- ☐ I do not agree to the AUP. I understand that this may cause me to not be able to perform all job functions.

Please Print

First: _____ Last: _____ Job Title: _____

Signature: _____ Date: _____ Location: _____

STUDENT (CHECK ONE)

- ☐ I have read, understand and agree to abide by the letter and the spirit of the Acceptable Use Procedure. I also understand as a student, I am responsible for all my own actions and to report any violators of the AUP. I also have my parent's permission to use the above checked items in a curricular setting.
- ☐ I do not agree to the AUP and/or I do not have parental permission to use District electronic resources. I understand that this may cause me to not be able to do all assignments, but alternate assignments will be assigned.

Please Print

First: _____ Last: _____ Current School: _____ Current Grade: _____

Signature: _____ Date: _____ Expected Graduation Year: _____

PARENT (CHECK ONE)

- ☐ I have read, understand, and agree to influence my child to abide by the letter and the spirit of the Acceptable Use Procedure. I also understand as the parent/guardian, I am responsible for the actions of my child and to report any violators of the AUP. I also give permission for my child to have access to items checked above in a curricular setting. I also understand that my child may be accidentally exposed to offensive materials while using the Internet. I understand that if this happens, my child will be counseled, the site will be filtered, and that I will be notified that day.

CONSENT FOR USE OF LIVE@EDU

The Outlook Live e-mail solution is provided to your child by the District as part of the Live@edu service from Microsoft. By signing this form, you hereby accept and agree that your child's rights to use the Outlook Live e-mail service/electronic resources provided by the District, and/or other Live@edu services as the Kentucky Department of Education (KDE) may provide over time, are subject to the terms and conditions set forth in District policy/procedure as provided. Please also be advised and that the data stored in relation to such Live@edu services, including the Outlook Live e-mail service, is managed by the District pursuant to policy 08.2323 and accompanying procedures. You also understand that the Windows Live ID e-mail address provided to your child can also be used to access other electronic services or technologies that may or may not be sponsored by the District, which that provide features such as online storage, online communications and collaborations, and instant messaging. Use of those Microsoft services is subject to either Microsoft's standard consumer terms of use (the Windows Live Service Agreement), or a standard consent model, and data stored in those systems is managed pursuant to the Windows Live Service Agreement and the Microsoft Online Privacy Statement. Data stored in those systems, where applicable, may be managed pursuant to the agreement between KDE and designated service providers or between the end user and the service provider. Before your child can use online these Microsoft services, he/she must accept the Windows Live service agreement and, in certain cases, obtain your consent.

- ☐ I do not agree to the AUP. I do not give my child permission to gain access to use the District electronic resources. I understand that this may cause my child to not be able to do all assignments, but alternate assignments will be assigned.

Please Print

First: _____ Last: _____ Signature: _____ Date: _____

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CURRICULUM AND INSTRUCTION

08.2323 AP.21
(CONTINUED)

Electronic Access User Agreement Form

COMMUNITY MEMBER (CHECK ONE)

- ☐ I have read, understand and agree to abide by the letter and the spirit of the Acceptable Use Procedure. I also understand as a community user, I am responsible for all my own actions and to report any violators of the AUP.
- ☐ I do not agree to the AUP. I understand that certain access may not be given and may hinder my usage of District electronic resources.

Please Print

First: _____ Last: _____ Signature: _____ Date: _____

EXPLANATION: BECAUSE KENTUCKY HAS BEEN GRANTED A WAIVER THROUGH THE 2013-2014 SCHOOL YEAR FOR SEVERAL PROVISIONS PREVIOUSLY REQUIRED AS PART OF THE NO CHILD LEFT BEHIND ACT, ONLY THE PORTIONS OF THIS PROCEDURE RELATING TO PERSISTENTLY DANGEROUS SCHOOLS WILL CONTINUE TO APPLY.

FINANCIAL IMPLICATIONS: FEWER RESOURCES NEEDED TO COMPLY WITH NOTIFICATION AND RESPONSE FUNCTIONS RELATED TO REQUESTS FOR TRANSFER

STUDENTS

09.11 AP.23

NCLB Transfer Notification Options

Because the Kentucky waiver request to the U. S. Dept. of Education for flexibility was granted, there will be no need to use school improvement/restructuring notification forms through the 2013-2014 school year.

SCHOOL IMPROVEMENT YEAR 1

~~THIS FORM IS A MODEL TO BE CUSTOMIZED TO MEET THE NEEDS OF SPENCER COUNTY~~

TO: _____ <i>Parent's Name</i>	FROM: _____ <i>School Name</i>
DATE: _____	RE: _____ <i>Student's Name</i>
	GRADE: _____

Dear Parent/Guardian,

Our school is dedicated to providing the best education possible for your child. We are notifying you because under the federal No Child Left Behind Act (NCLB), our school has been identified for school improvement. This means the school did not make adequate yearly progress (AYP).

In terms of our academic achievement, here is how our school compares with other schools in the District and in the state (information may be attached): _____

Our school was identified for these reasons: _____

We are working to improve student achievement by: _____

The District and state of Kentucky will help us by: _____

Parents wanting to get involved in addressing the academic issues that caused the school to be identified for school improvement should refer to the District's Title I Parental Involvement policy.

Although we are committed to improving our school, as required by law, we are notifying you that you may request your child be transferred, at no expense to you, to the same grade level at another public school selected by the District that has not been identified for school improvement, corrective action, or restructuring. Your child may also be eligible for transportation to or from that school at no cost to you.

☐ However, no other school option is available at this time for these reasons: _____

☐ The following are District schools available to accept transfers. Attached to this notice is information concerning performance and quality of the school(s). _____

You may also check our District web site (_____) for a list of available school transfer options for your child for the upcoming school year.

Please contact us immediately, but no later than ten (10) school days following the date of this letter by calling _____ at _____ to request a transfer.

Contact

Telephone #

Failure to meet this deadline will result in loss of your option to request a transfer. You will be notified of the school assignment.

Please let me know if you have questions about this information.

Sincerely, _____
Principal/designee

STUDENTS

09.11 AP.23
(CONTINUED)

NCLB Transfer Notification Options

SCHOOL IMPROVEMENT-RESTRUCTURING

THIS FORM IS A MODEL TO BE CUSTOMIZED TO MEET THE NEEDS OF SPENCER COUNTY

TO: _____ <i>Parent's Name</i>	FROM: _____ <i>School Name</i>
DATE: _____	RE: _____ <i>Student's Name</i>
	GRADE: _____

Dear Parent/Guardian,

Our school is dedicated to providing the best education possible for your child. We are notifying you because under the federal No Child Left Behind Act (NCLB), our school has been identified for

- ☐ second year school improvement ☐ corrective action year 1 ☐ corrective action year 2
☐ restructuring year 1 ☐ restructuring year 2 and beyond.

Being identified at any of these levels means the school did not make adequate yearly progress (AYP).

In terms of our academic achievement, here is how our school compares with other schools in the District and in the state (information may be attached): _____

Our school was identified for these reasons: _____

We are working to improve student achievement by: _____

The District and state of Kentucky will help us by: _____

Parents wanting to get involved in addressing the academic issues that caused the school to be identified for school improvement should refer to the District's Title I Parental Involvement policy.

Although we are committed to improving our school, as required by law, we are notifying you that you may request your child be transferred, at no expense to you, to the same grade level at another public school selected by the District that has not been identified for school improvement, corrective action, or restructuring. Your child may also be eligible for transportation to and from that school at no cost to you.

☐ However, no other school option is available at this time for these reasons: _____

☐ The following are District schools available to accept transfers. Attached to this notice is information concerning performance and quality of the school(s). _____

If you are a parent who falls under the designation "low income" and you choose not to transfer your child to another school, your child may receive supplemental educational services (SES) before or after school. You may choose from a state-approved list of providers. The District shall pay the providers but you must provide transportation. The providers available to you are: _____

Included with this notification is a description of the services, qualifications and effectiveness for each available provider. Should the demand for supplemental education services exceed available funds, the amount of tutoring your child may receive will depend on the cost of the service selected. Should the number of students signing up for tutoring services exceed the ability of the District to fund the service, the District will give priority to students based on the following: _____

Please contact us immediately, but no later than ten (10) school days following the date of this letter by calling _____ (Contact) at _____ (Telephone #) to request a transfer or supplemental educational services. Failure to meet this deadline will result in the loss of your option to request a transfer or receive supplemental educational services (SES).

Please let me know if you have questions about this information.

Sincerely, _____
Principal/designee

RELATED PROCEDURE: 08.133 AP.1

STUDENTS

09.11 AP.23
(CONTINUED)

NCLB Transfer Notification Options

THIS FORM IS A MODEL TO BE CUSTOMIZED TO MEET THE NEEDS OF SPENCER COUNTY

TO: _____ <i>Parent's Name</i>	FROM: _____ <i>School Name</i>
DATE: _____	RE: _____ <i>Student's Name</i>
	GRADE: _____

Dear Parent/Guardian,

Our school is dedicated to providing the safest educational experience possible for your child. We are notifying you because under NCLB and state law, our school has been designated as "persistently dangerous." A Kentucky public school is considered persistently dangerous if conditions exist over a period of time that expose students to injury due to violent criminal acts.

Although we are committed to improving our school, as required by law, we are notifying you that you may request your child be transferred to the same grade level at a District school that is making adequate yearly progress and that has not been identified as being persistently dangerous, or in school improvement, corrective action, or restructuring. Your child would be entitled to free transportation services.

- ☐ However, no other school option is available at this time.
- ☐ The following are schools available to accept transfers: _____

Please contact us immediately, but no later than ten (10) school days following the date of this letter by calling _____ at _____ to request

_____ Contact _____ Telephone # _____
a transfer. Failure to meet this deadline will result in loss of your option to request a transfer.

You will be notified of the school assignment.

Please let me know if you have questions about this information.

Sincerely, _____
Principal/designee

STUDENTS

09.11 AP.23
(CONTINUED)

NCLB Transfer Notification Options

THIS FORM IS A MODEL TO BE CUSTOMIZED TO MEET THE NEEDS OF SPENCER COUNTY

TO: _____ <i>Parent's Name</i>	FROM: _____ <i>School Name</i>
DATE: _____	RE: _____ <i>Student's Name</i>
	GRADE: _____

Dear Parent/Guardian,

Our school is dedicated to providing the safest educational experience possible for your child. We are notifying you because the Superintendent has determined that your child has been a victim of a violent criminal offense as defined under state law.

Although we are committed to improving our school, as required by law, we are notifying you that you may request your child be transferred to the same grade level at a District school that is making adequate yearly progress and that has not been identified as being persistently dangerous, or in school improvement, corrective action, or restructuring, if such a school is available within the District.

- ☐ However, no other school option is available at this time.
- ☐ The following are schools available to accept transfers: _____

Please contact us immediately, but no later than ten (10) school days following the date of this letter by calling _____ at _____ to request a transfer. Failure to meet this deadline will result in loss of your option to request a transfer.

You will be notified of the school assignment.

Please let me know if you have questions about this information.

Sincerely, _____
Principal/designee

NOTE: This parent was contacted by telephone by _____ on _____
Staff Member

Date

NCLB Transfer Notification Options

Due to the Kentucky NCLB waiver request through the 2013-2014 school year, only those sections addressing persistently dangerous schools, victims of a violent criminal offense, and related deadlines will apply.

TIMELINE INFORMATION**NCLB Improvement School:**

- ◆ When a school is identified for “school improvement, corrective action, or restructuring,” the District shall notify parents of students attending the designated school of the option to transfer their child to another public school not identified for improvement and provide details about the available options as far in advance as possible, but no later than fourteen (14) days before the start of the school year.
- ◆ As required by federal regulations, the District shall post on the District/school web site(s) information about available public school choice options to include the number of students who were eligible for and who participated in public school choice, beginning with data from the 2007–08 school year and for each subsequent year, and a list of available schools to which students eligible for public school choice may transfer for the current school year.

SUPPLEMENTAL EDUCATIONAL SERVICES:

- ◆ To assist parents of eligible students in requesting and selecting an SES provider, the District shall provide at least two (2) enrollment windows at separate points in the school year.

PERSISTENTLY DANGEROUS SCHOOL:

- ◆ Within ten (10) days of receiving notification of a school being designated as a “persistently dangerous school” (as defined by the Kentucky Board of Education), the District shall notify parents of students attending the designated school.
- ◆ Within twenty (20) school days from the date the District receives notice of being designated as “persistently dangerous,” the District must notify students attending the school and their parents of the opportunity to transfer to a safe District school with transportation provided.

VICTIM OF VIOLENT CRIMINAL OFFENSE:

- ◆ The District shall notify parents within twenty-four (24) hours, both in writing and by telephone, of a final determination that their child has been a victim of a violent criminal offense.
- ◆ The District shall offer the parent/guardian of the student the opportunity to transfer to a safe District school within ten (10) calendar days of such a determination.

DEADLINE:

- ◆ Transfers resulting from any of these designations must be completed within thirty (30) school days from the date the District receives notice of the designation. The District will make every effort to arrange for a requested transfer prior to the beginning of a school year.

◆ = time requirement designated by federal law

EXPLANATION: THESE ADDITIONS ARE RECOMMENDED BY KSBA LEGAL STAFF TO UPDATE THIS LISTING WITH NEW FEDERAL FERPA DEFINITIONS RELATING TO DESIGNATION OF AUTHORIZED REPRESENTATIVES FOR FEDERAL AND STATE SUPPORTED PROGRAMS.
FINANCIAL IMPLICATIONS: NONE ANTICIPATED

STUDENTS

09.14 AP.1

Family Educational Rights and Privacy Act Definitions

Although this listing is not intended to take the place of the complete FERPA law and regulations, the following definitions shall apply when implementing Policy 09.14 and the procedures that follow.

EDUCATION RECORDS - Refers to records directly related to a student that are maintained by the District or by a party acting for the District.

A "record" shall include any information recorded in any way, including, but not limited to, handwriting, print, computer media, video or audiotape, film, microfilm, and microfiche. Student records shall include disciplinary records with regard to suspension and expulsion.

Staff should refer to federal regulations for examples of documents that are not considered education records.

PERSONALLY IDENTIFIABLE INFORMATION - Includes, but is not limited to, the following:

1. Student's name;
2. Name of the student's parent or other family member;
3. Address of the student or student's family;
4. Any personal identifier, such as the student's social security or student number;
5. Personal characteristics that would make the student's identity easily traceable, including biometric records (measurable biological or behavioral characteristics that can be used for automated recognition of an individual, such as fingerprints, retina and iris patterns, voiceprints, DNA sequence, facial characteristics, and handwriting); or
6. Other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty.

NOTE: Unless the parent/guardian or secondary school student requests in writing that the District not release information, the student's name, address, and telephone number (if listed) shall be released to Armed Forces recruiters upon their request.

STUDENT - Except as otherwise specifically designated by law, "student" shall mean any individual who is or has been in attendance in the District and for whom the District maintains education records.

ATTENDANCE - District "attendance" includes, but is not limited to, attendance in person or by paper correspondence, videoconference, satellite, Internet, or other electronic information and telecommunication technologies for students who are not physically present in the classroom; and the period during which a person is working under a work-study program.

DISCLOSURE - Refers to permitting access to, or release or transfer of, personally identifiable information contained in a student's education record to any party, except the party identified as the provider or creator of the record, by any means, including oral, written, or electronic.

Family Educational Rights and Privacy Act Definitions

EDUCATION PROGRAM - Programs principally engaged in the provision of education, including, but not limited to, early childhood education, elementary and secondary education, postsecondary education, special education, job training, career and technical education and adult education, and any program that is administered by an educational agency or institution.

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EARLY CHILDHOOD EDUCATION PROGRAM - A Head Start program, a state licensed or regulated child care program, or a program that serves children from birth through age six (6) that addresses the children's cognitive, social, emotional and physical development and is a (a) state prekindergarten program; (b) a program authorized under the Individuals with Disabilities Education Act; or (c) a program operated by a local education agency.

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REFERENCES:

34 CFR Part 99, 20 U.S.C. 1232g

P. L. 107-110 (No Child Left Behind Act of 2001)

EXPLANATION: THESE CHANGES ARE RECOMMENDED TO CLARIFY AND UPDATE THIS NOTICE AS RECOMMENDED BY KSBA LEGAL STAFF.

FINANCIAL IMPLICATIONS: NONE ANTICIPATED

STUDENTS

09.14 AP.111

Notification of FERPA Rights

Distribute this notice annually to parents and students.

The Family Educational Rights and Privacy Act (FERPA) affords parents and “eligible students” (students over 18 years of age or students who are attending a postsecondary institution) certain rights with respect to the student’s education records. They are:

1. ***The right to inspect and review the student’s education records within forty-five (45) days of the day the District receives a request for access.***

Parents or eligible students should submit to the school Principal/designee a written request that identifies the record(s) they wish to inspect. The Principal will make arrangements for access and notify the parent or eligible student of the time and place where the record(s) may be inspected.

2. ***The right to inspect and review logs documenting disclosures of the student’s education records.***

Except for disclosure to school officials, disclosures related to some judicial orders or lawfully issued subpoenas, disclosures of directory information, and disclosure to the parent or eligible student, FERPA regulations require the District to record the disclosure.

3. ***The right to request the amendment of the student’s education records that the parent or eligible student believes are inaccurate, misleading, or in violation of the student’s privacy or other rights.***

Parents or eligible students may ask the District to amend a record that they believe is inaccurate, misleading, or in violation of privacy or other rights. They should write the school Principal, clearly identify the part of the record they want changed, and specify why it is inaccurate, misleading, or in violation of their privacy or other rights.

If the District decides not to amend the record as requested by the parent or eligible student, the District will notify the parent or eligible student of the decision and advise him/her of the right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent or eligible student when notified of the right to a hearing.

4. ***The right to provide written consent prior to disclosures of personally identifiable information contained in the student’s education records, except to the extent that FERPA authorizes disclosure without consent.***

Exceptions that permit disclosure without consent include:

- a. Disclosure to school officials with legitimate educational interests. A “school official” is a person employed by the District as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel); a person serving on the school Board; a volunteer, or an outside person or company with whom the District has contracted to perform a special task (such as an attorney, auditor, medical consultant, or therapist); or a parent or student serving on an official committee, such as a disciplinary or grievance committee, or assisting another school official in performing his/her tasks.

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Notification of FERPA Rights

A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his/her professional responsibility to the District.

- b. Upon request, disclosure of education records without parent/eligible student notice or consent to officials of another school district or post-secondary institution in which a student seeks or intends to enroll or is already enrolled or to other entities authorized by law so long as the disclosure is for purposes related to the student's enrollment or transfer.
- c. Disclosure of information to those whose knowledge of such information is necessary to respond to an actual, impending, or imminent articulable and significant health/safety threat.

d. Disclosure to state and local educational authorities and accrediting organizations, subject to requirements of FERPA regulations.

- 5. *The right to notify the District in writing to withhold information the Board has designated as directory information as listed in the annual directory information notice the District provides to parents/eligible students.*

To exercise this right, parents/eligible students shall notify the District by the deadline designated by the District.

- 6) *The right to prohibit the disclosure of personally identifiable information concerning the student to recruiting representatives of the U. S. Armed Forces and its service academies, the Kentucky Air National Guard, and the Kentucky Army National Guard.*

Unless the parent or secondary school student requests in writing that the District not release information, the student's name, address, and telephone number (if listed) shall be released to Armed Forces recruiters upon their request.

- 7) *The right to file a complaint with the U.S. Department of Education concerning alleged failures by the District to comply with the requirements of FERPA.* The name and address of the Office that administers FERPA is:

Family Policy Compliance Office
U.S. Department of Education
400 Maryland Avenue, SW
Washington, DC 20202-~~8520~~4605