

EXPLANATION: HB 5 IN THE 2014 GENERAL ASSEMBLY ESTABLISHED REQUIREMENTS FOR NOTIFICATION OF SECURITY BREACHES. FORMS TO PROVIDE NOTICE HAVE BEEN DEVELOPED AND ARE LOCATED ON THE KENTUCKY FINANCE & ADMINISTRATION CABINET WEBSITE.

FINANCIAL IMPLICATIONS: NONE ANTICIPATED

EXPLANATION: RECENTLY ENACTED 702 KAR 1:170 INCORPORATES THE KDE "DATA SECURITY AND BREACH NOTIFICATION BEST PRACTICE GUIDE." THIS PROCEDURE HAS BEEN UPDATED TO PROVIDE SUGGESTED INVESTIGATIVE STEPS.

FINANCIAL IMPLICATIONS: POSSIBLE COST OF INVESTIGATION

## POWERS AND DUTIES OF THE BOARD OF EDUCATION

01.61 AP.11

### **Notice of Security Breach & Investigation Procedures**

#### **PROTECTION AND PREVENTION**

The District will take reasonable security measures in accordance with KRS 61.931 - KRS 61.933, to guard against the foreseeable loss or exposure of personal information that it maintains or possesses.

"Personal information" is defined as an individual's first and last name or first initial and last name; personal mark; or unique biometric or genetic print or image, along with any data element listed below:

- Account number, credit or debit card number, that, in combination with any required security code, access code, or password would permit access to an account;
- Social Security number;
- Taxpayer identification number that incorporates a Social Security number;
- Driver's license number, state identification card number, or other individual identification number issued by any agency;
- Passport number or other identification number issued by the United States government; or
- Individually identifiable health information as defined in 45 C.F.R. sec. 160.103 except for education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. sec. 1232g.

Personal information does not include information that is lawfully made available to the general public pursuant to state or federal law or regulation.

A "security breach" refers to:

- an unauthorized acquisition, distribution, disclosure, destruction, manipulation, or release of unencrypted or unredacted records or data that compromises or is reasonably believed to compromise the security, confidentiality, or integrity of personal information and results in the likelihood of harm to one (1) or more individuals; or
- an unauthorized acquisition, distribution, disclosure, destruction, manipulation, or release of encrypted records or data containing personal information along with the confidential process or key to unencrypt the records or data that compromises or is reasonably believed to compromise the security, confidentiality, or integrity of personal information and results in the likelihood of harm to one (1) or more individuals.



**Notice of Security Breach & Investigation Procedures****PROTECTION AND PREVENTION (CONTINUED)**

A security breach does not include the good-faith acquisition of personal information by an employee, agent, or nonaffiliated third party of the agency for the purposes of the agency if the personal information is used for a purpose related to the agency and is not disclosed to others without authorization.

**INITIAL ASSESSMENT/INVESTIGATION OF SECURITY INCIDENT AND NOTICE**

When the District receives information or notice prompting a reasonable belief that an event compromising the security of personal information maintained by the District or nonaffiliated third party on behalf of the District may have occurred, the District shall conduct a reasonable initial assessment or investigation to determine whether the event constitutes a “security breach” under the above definition.

Once it is determined that a security breach relating to personal information has occurred, the District shall within seventy-two (72) hours: 1) notify the Commissioner of the Kentucky State Police, the Auditor of Public Accounts, the Kentucky Attorney General and the Education Commissioner and 2) begin a reasonable and prompt investigation to determine whether the security breach has resulted or is likely to result in the misuse of personal information.

**FOLLOW-UP INVESTIGATION/ASSESSMENT IF SECURITY BREACH CONFIRMED**

If it is determined after initial investigation that a security breach has occurred, the District shall complete an investigation and assessment of the incident to determine whether the security breach has resulted or is likely to result in the misuse of personal information, which may include the following:

- Depending on the nature of the breach and sensitivity of information, take reasonable near-term steps to mitigate further unauthorized disclosure of personal information and risk of harm.
- Consider designating a lead investigator and investigative team with expertise keyed to the event (e.g. utilization of available District IT professionals if breach involves electronically maintained information, internet, or web resources).
- Interview relevant individuals to learn about the circumstances surrounding the incident and review logs, tapes or other resources.
- Identify individual(s) affected by the breach.
- Determine what personal information has been compromised and how disclosed.
- If applicable, identify affected machines, devices, and IT resources and preserve backups, images and hardware where possible.
- Estimate the likely impact of the compromised data’s exposure.
- Utilize professional assistance and consultation as necessary, analyze the likely cause of the breach.



## **Notice of Security Breach & Investigation Procedures**

### **FOLLOW-UP INVESTIGATION/ASSESSMENT IF SECURITY BREACH CONFIRMED (CONTINUED)**

- Coordinate internal and external communications related to the incident. Emphasize maintaining confidentiality during investigative stages of response activities.
- Seek involvement of law enforcement if there is reason to believe criminal activity has occurred.

### **SECURITY PROCEDURES AND PRACTICES**

~~The District shall implement, maintain, and update security procedures and practices, including taking any appropriate corrective action, to protect and safeguard against security breaches.~~

~~Once it is determined by the District or the District is notified of a security breach relating to personal information the following shall take place as soon as possible, but within seventy-two (72) hours of the determination:~~

- ~~1. Notify the Commissioner of the Kentucky State Police, Auditor of Public Accounts, Attorney General and the Commissioner of Education; and~~
- ~~1. Begin conducting a reasonable and prompt investigation in accordance with the security and breach investigation and practices in accordance with state law.~~

### **NOTIFICATION OF BREACH**

Upon conclusion of the investigation, if it is determined that a security breach has occurred and that misuse of personal information has occurred or is likely to occur, the District shall within forty-eight (48) hours notify the Commissioner of the Kentucky State Police, the Auditor of Public Accounts, the Attorney General, the Commissioner of Education, and the Commissioner of the Department of Libraries and Archives. Within thirty-five (35) days of providing these notices, the District shall notify all individuals impacted by the security breach as provided by law.<sup>1</sup>

These notices shall be delayed upon written request of a law enforcement agency that the notices would impede an investigation. Security Breach Forms are located on the Kentucky Finance & Administration Cabinet website:

**<http://finance.ky.gov/SERVICES/FORMS/Pages/default.aspx>**

If the investigation determines that misuse of personal information has not occurred or is not likely to occur, the above agency contacts shall be provided notice of the determination. In this case, notice to affected individuals is not required, but the District should maintain records reflecting and supporting the determination.

### **CONTRACTS WITH NONAFFILIATED THIRD PARTIES - INFORMATION SECURITY**

On or after January 1, 2015, agreements calling for the disclosure of “personal information” to nonaffiliated third parties shall require the third party contracting with the District to follow information breach and security standards at least as stringent as those applicable to the District.

Contracts with such third parties shall specify how costs of data breach investigations and notices are to be apportioned.

**Notice of Security Breach & Investigation Procedures****OTHER PRIVATE INFORMATION**

In the case of breach of information made private by law that does not fall within the definition of “personal information”, the District may engage in similar investigative, response, or notification activities as provided above. Alternatively, the District may, after reasonable investigation, provide notice to the individual whose restricted personal information has been acquired by an unauthorized person. Notification will be made in the most expedient time frame possible and without unreasonable delay, except when a law enforcement agency advises the District that notification will impede criminal investigation. Notification should be provided to the individual within three (3) working days of discovery of the breach but no later than thirty (30) working days.

Depending on the number of people to be contacted, notification may be in the form of a face-to-face meeting, phone call, posting on a Web site or sending a written notice to each affected person’s home. Notice should include the specific information involved and, when known, an estimate of how long it has been exposed, to whom the information has been released and how the breach occurred. In addition, the individual should be advised whether the information remains in the physical possession of an unauthorized person, if it has been downloaded or copied, and/or, if known, whether it was used by an unauthorized person for identify theft or fraud purposes.

**REFERENCES:**

<sup>1</sup>KRS 61.933

KRS 61.931; KRS 61.932

702 KAR 1:170

Data Security and Breach Notification Best Practice Guide



EXPLANATION: UNDER THE "EVERY STUDENT SUCCEEDS ACT OF 2015 (P. L. 114-95)" PARENTS CONTINUE TO HAVE THE RIGHT TO REQUEST INFORMATION ON QUALIFICATIONS OF THEIR CHILD'S TEACHER(S) AND PARAPROFESSIONAL(S). THIS CHANGE COMPORTS WITH THOSE REQUIREMENTS. IN ADDITION, ESSA DOES NOT CURRENTLY REQUIRE PARENT NOTIFICATION WHEN A CHILD IS NOT BEING TAUGHT BY A "HIGHLY QUALIFIED" TEACHER.  
FINANCIAL IMPLICATIONS: COST OF REPRINTING FORMS

PERSONNEL

03.112 AP.22

**- CERTIFIED PERSONNEL -**

**NCLB Qualification Notifications**

**Notification Re Highly Qualified Teachers**

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

Dear Parent/Guardian,

Our school is dedicated to providing the best instructional staff we can to teach our students. However, because our school receives Title I federal funds, the federal No Child Left Behind Act (NCLB) requires us to inform you that your child has been assigned to a teacher not considered "highly qualified" under NCLB to teach the subject at your child's grade level. Your child

☐ has been assigned to \_\_\_\_\_ for \_\_\_\_\_ for  
\_\_\_\_\_ *Name of Teacher* \_\_\_\_\_ *Core Subject*  
this school year.

☐ has been assigned to \_\_\_\_\_ for \_\_\_\_\_ for the  
\_\_\_\_\_ *Name of Teacher* \_\_\_\_\_ *Core Subject*  
past four (4) weeks (20 instructional days.)

Please let me know if you have questions about this information (\_\_\_\_\_  
\_\_\_\_\_  
Telephone #

Sincerely, \_\_\_\_\_  
Principal/designee

**NCLBESSA Qualification Notifications****ANNUAL NOTIFICATION - OPTION TO REQUEST PROFESSIONAL TEACHER QUALIFICATIONS**

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

Dear Parent/Guardian,

Because our District receives federal funds for Title I programs as a part of the No Child Left Behind Every Student Succeeds Act (NCLBESSA), you may request information regarding the professional qualifications of your child's teacher(s) and paraprofessional(s), if applicable.

If you would like to request this information, please contact \_\_\_\_\_  
by phone at \_\_\_\_\_ or by e-mail at \_\_\_\_\_.

Sincerely, \_\_\_\_\_  
Principal/designee



EXPLANATION: THIS DIRECTIVE IS RECOMMENDED TO GUIDE THE DISTRICT TO THE NOTIFICATION FORM USED TO NOTIFY PARENTS THAT THEY MAY REQUEST THEIR CHILD'S PARAPROFESSIONAL(S) QUALIFICATIONS.  
FINANCIAL IMPLICATIONS: NONE ANTICIPATED

PERSONNEL

\$03.5 AP.1

**ESSA Qualification Notification**

See procedure 03.112 AP.22/ESSA Qualification Notification form.

EXPLANATION: THIS NEW PROCEDURE REFLECTS THE RECENT REVISIONS TO 302 KAR CHAPTER 29 WHICH CHANGE THE REQUIREMENTS FOR NOTIFICATION OF PESTICIDE APPLICATION ON SCHOOL PROPERTY AND DEFINE WHEN CHILDREN ARE PRESENT. THE REVISIONS ALSO SET NOTIFICATION REQUIREMENTS IF/WHEN TREATMENT IS MADE WHILE CHILDREN ARE PRESENT.  
FINANCIAL IMPLICATION: NONE ANTICIPATED

SCHOOL FACILITIES

05.11 AP.11

### **Integrated Pest Management Application and Notification**

"Children are present" means the designated time period between two (2) hours before the start time and forty-five (45) minutes after the dismissal time of the regularly scheduled school day as determined by the school authority under the calendar set by the school Board.

Notification by the school to parents or guardians on the registry shall be required if the school authority, after consultation with the certified applicator, determines that a pesticide application is necessary when children are present in the school.

For pesticide applications made when children are present, the school authority shall provide the notification to persons listed on the registry at least one (1) hour prior to the making of the application.

Pesticides may be applied without notification indoors and to outside areas when children are not present.

The area where the point of application of a pesticide occurred shall be posted by the certified applicator regardless of the absence or presence of children.



EXPLANATION: RECENT REVISIONS TO 302 KAR CHAPTER 29 CHANGE THE REQUIREMENTS FOR NOTIFICATION OF PESTICIDE APPLICATION ON SCHOOL PROPERTY AND DEFINE WHEN CHILDREN ARE PRESENT. THE REVISIONS ALSO SET NOTIFICATION REQUIREMENTS IF/WHEN TREATMENT IS MADE WHILE CHILDREN ARE PRESENT.

FINANCIAL IMPLICATION: NONE ANTICIPATED

SCHOOL FACILITIES

05.11 AP.21

### **Integrated Pest Management Notification**

**WRITTEN NOTICE IN THE FOLLOWING FORM SHALL BE SENT OR GIVEN AT THE BEGINNING OF THE SCHOOL YEAR. A COPY OF THE NOTIFICATION SHALL BE MAINTAINED BY THE SCHOOL AUTHORITY FOR TWENTY FOUR (24) MONTHS AFTER THE NOTICE IS ISSUED AND SHALL BE SUBJECT TO INSPECTION UPON REQUEST BY KENTUCKY DEPARTMENT OF AGRICULTURE PERSONNEL.**

\_\_\_\_\_  
Date

Dear Parent or Guardian:

Each school district in the Commonwealth is required to implement a program of "integrated pest management" with the primary goal of preventing and controlling pests through strategies that may include judicious use of pesticides. The application of pesticides in the school or on school grounds during times when children are present is limited by state regulation, but there may be occasions when, after consulting with a certified pesticide applicator, the school administration determines that a pesticide application is necessary when children are present in the school. As required by state regulation, we have created a registry for parents or guardians who wish to receive an electronic message or telephone call prior to the application of pesticides in the school when children are present. Please provide the school administration your email address or phone number if you wish to be placed on this registry.

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

Phone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

For more information, please contact \_\_\_\_\_ at \_\_\_\_\_.  
Name Phone Number

**Integrated Pest Management Notification**

~~This form may be used to implement the District's Integrated Pest Management Program and shall be sent or given at least twenty-four (24) hours prior to a qualifying pesticide application. A master copy of each notification shall be maintained by the school in a file marked IPM for twenty four (24) months after the notice is issued and shall be subject to inspection upon request by Division of Environmental Services personnel.~~

\_\_\_\_\_  
Date

Dear Parent/Guardian, District Employee, or Health Professional,

Please be advised that

- ☐ ~~A pesticide will be applied in or around the school while school is in session under the calendar set by the Board or when students or others are to be in the building during the application or within twenty-four (24) hours after the application.~~
- ☐ ~~Due to special circumstances, we were unable to provide the required advance notice of a pesticide application because \_\_\_\_\_~~

\_\_\_\_\_  
(why advance notice was not provided).

Please note the following information:

Date of pesticide application: \_\_\_\_\_

General location of pesticide application: \_\_\_\_\_

Pest(s) treated: \_\_\_\_\_

Pesticide(s) applied (brand name): \_\_\_\_\_

Active ingredients of pesticide(s) applied: \_\_\_\_\_

Method of pesticide application: \_\_\_\_\_

For more information, please contact \_\_\_\_\_ at \_\_\_\_\_.

\_\_\_\_\_  
Name Phone Number



EXPLANATION: UNDER THE “EVERY STUDENT SUCCEEDS ACT OF 2015 (P. L. 114-95)”, THE NCLB ACT WAIVER EXPIRES AUGUST 1, 2016 AND ESSA NO LONGER ADDRESSES SUPPLEMENTAL EDUCATIONAL SERVICES.

FINANCIAL IMPLICATIONS: NONE ANTICIPATED

## 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 for and in the greatest need of extended school services:

1. Teacher recommendation;
2. Academic performance data, including diagnostic, formative, interim, or 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 inform parents and guardians 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 shall not be eligible for the after-school tutorial program. Upon application, they may be considered for enrollment in the summer school program. 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 2018-2019 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:

~~— 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:~~

~~— 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~~

~~— A list of SES providers approved to serve the District, as well as the locations where services are provided for the current school year.~~

- ~~1. Help parents, at their request, choose a provider;~~
- ~~1. Determine which students should receive services, pursuant to criteria set forth in federal law, if not all students can be served;~~
- ~~1. Enter into agreements with service providers whom the parents select;~~
- ~~1. Assist the Kentucky Department of Education (KDE) in identifying potential providers within the District;~~
- ~~1. Provide information KDE needs to monitor the quality and effectiveness of the services that providers offer; and~~
- ~~1. Protect the privacy of students who receive supplemental educational services.~~

**REFERENCES:**

KRS 158.6459

704 KAR 3:390

**RELATED PROCEDURE:**

08.133 AP.2



EXPLANATION: UNDER THE "EVERY STUDENT SUCCEEDS ACT OF 2015 (P. L. 114-95)", THE NCLB ACT WAIVER EXPIRES AUGUST 1, 2016 AND ESSA NO LONGER REQUIRES DISTRICTS TO OFFER A TRANSFER TO STUDENTS ATTENDING A SCHOOL IDENTIFIED FOR SCHOOL IMPROVEMENT. IN ADDITION, ESSA NO LONGER ADDRESSES SUPPLEMENTAL EDUCATIONAL SERVICES.  
FINANCIAL IMPLICATIONS: NONE ANTICIPATED

STUDENTS

09.11 AP.23

### ESSA 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 2018-2019 school year.~~

#### SCHOOL IMPROVEMENT YEAR 1

TO: \_\_\_\_\_ FROM: \_\_\_\_\_  
Parent's Name School Name  
DATE: \_\_\_\_\_ RE: \_\_\_\_\_ GRADE: \_\_\_\_\_  
Student's Name

Dear Parent/Guardian,

Our school is dedicated to providing the best education possible for your child. We are notifying you ~~because under the federal Every Student Succeeds Act (ESSA), 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 \_\_\_\_\_



**ESSA Transfer Notification Options****SCHOOL IMPROVEMENT-RESTRUCTURING**

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

Dear Parent/Guardian,

Our school is dedicated to providing the best education possible for your child. We are notifying you because under the federal Every Student Succeeds Act (ESSA), 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 \_\_\_\_\_



**ESSA Transfer Notification Options**

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

Our school is dedicated to providing the safest educational experience possible for your child. We are notifying you because under ESSA 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

**ESSA Transfer Notification Options**

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

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

Contact

Telephone #

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



### **ESSA Transfer Notification Options**

Because the Kentucky ESSA waiver request was granted through the 2018-2019 school year, only those sections addressing persistently dangerous schools, victims of a violent criminal offense, and related deadlines will apply.

#### **TIMELINE INFORMATION**

##### **ESSA 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: THE “EVERY STUDENT SUCCEEDS ACT OF 2015 (P. L. 114-95)” ONLY ALLOWS PARENTS/GUARDIANS OF STUDENTS OR STUDENTS WHO HAVE REACHED AGE 18 TO OPT-OUT OF RELEASE OF INFORMATION TO MILITARY RECRUITERS AND INSTITUTIONS OF HIGHER EDUCATION.

FINANCIAL IMPLICATIONS: POSSIBLE COSTS OF REPRINTING OF FORMS

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 who has reached age 18, 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 and institutions of higher education 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.

**Family Educational Rights and Privacy Act Definitions**

**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.

**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.

**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.

**REFERENCES:**

34 C.F.R. Part 99, 20 U.S.C. 1232g

P. L. 114-95, (Every Student Succeeds Act of 2015)



EXPLANATION: THE "EVERY STUDENT SUCCEEDS ACT OF 2015 (P. L. 114-95)" ONLY ALLOWS PARENTS/GUARDIANS OF STUDENTS OR STUDENTS WHO HAVE REACHED AGE 18 TO OPT-OUT OF RELEASE OF INFORMATION TO MILITARY RECRUITERS AND INSTITUTIONS OF HIGHER EDUCATION.

FINANCIAL IMPLICATIONS: POSSIBLE COSTS OF REPRINTING OF FORMS

STUDENTS

09.14 AP.11

### **Family Educational Rights and Privacy Act**

The following rules and procedures shall be complied with relative to disclosure of student records:

1. The District shall annually notify parents of students currently in attendance, or eligible students currently in attendance, of their rights under the Family Educational Rights and Privacy Act (FERPA).

The notification also shall be furnished to parents of all new students and to all new eligible students by the Principal at the time of enrollment.

2. Unless the parent or ~~secondary school~~ student who has reached age 18 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 and institutions of higher education upon their request.

Subject to federal opt-out rights, directory information shall be made available to Armed Forces recruiters and institutions of higher education on the same basis as it is provided to the public.

3. Parents or eligible students who wish to review educational records may make a request on the appropriate form. Forms are available at the school and in the Central Office. Access shall be provided within a reasonable time frame, not to exceed forty-five (45) calendar days of District receipt of the request. Because, a shorter timeline is required in certain situations involving IDEA students, staff shall adhere to the District's special education procedures for responding to such requests.

If circumstances effectively prevent a parent or eligible student from exercising inspection rights, copies of the requested records shall be provided within the above stated time frame.

Until any questions are resolved, no student record held by the District shall be discarded when the record is under an outstanding request to inspect or review.

4. School authorities shall make a documented effort to notify the parent or eligible student prior to complying with a court order or subpoena that directs the disclosure of information concerning the student. In compliance with FERPA, notice to the parent is not required when a court order directs that the parent/eligible student is not to be notified, or when the order is issued in the context of a dependency, neglect, or abuse proceeding in which the parent is a party.

As noted in the District's annual FERPA notice, parent consent/notification is not required to release student records to another school district or post-secondary institution in which a student seeks or intends to enroll or is already enrolled.

5. The District shall disclose personally identifiable student information to an organization designated to conduct a study for or on behalf of the District only when a written agreement has been established with the organization. Such disclosure does not require parent/eligible student consent.

**Family Educational Rights and Privacy Act**

6. The parent or eligible student must sign a request and consent form before a student's records are to be transferred to an agency or individual not authorized under law to receive them.
7. A log shall be maintained of student records requests and disclosures, including emergency disclosures in response to an actual, impending, or imminent articulable and significant health/safety threat. The log requirement does not apply to the following:
  - a. Disclosures made to parents or eligible students,
  - b. Records released pursuant to written consent,
  - c. Access by school officials and others having a legitimate educational interest under FERPA,
  - d. Disclosure to a party with written consent from a parent or eligible student,
  - e. Disclosures of directory information, or
  - f. Disclosures of records made pursuant to a subpoena or court order where a court order or other law provides that the parent or student are not to be notified.
8. A challenge to the records may take the form of an informal discussion among the parents, student, and school officials. Any agreement between these parties shall be reduced in writing, signed by all parties, and placed in the student's records.
9. Upon request, the Superintendent/designee shall, arrange for a record amendment hearing in compliance with 702 KAR 1:140.

**RELATED PROCEDURES:**

All 09.14 procedures



EXPLANATION: THE "EVERY STUDENT SUCCEEDS ACT OF 2015 (P. L. 114-95)" ONLY ALLOWS PARENTS/GUARDIANS OF STUDENTS OR STUDENTS WHO HAVE REACHED AGE 18 TO OPT-OUT OF RELEASE OF INFORMATION TO MILITARY RECRUITERS AND INSTITUTIONS OF HIGHER EDUCATION.

FINANCIAL IMPLICATIONS: POSSIBLE COSTS OF REPRINTING OF FORMS

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 18 years of age or older 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.

**Notification of FERPA Rights**

4. ***The right to provide written consent prior to disclosure 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.

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.

This may include contractors, consultants, volunteers, and other parties to whom the District has outsourced services or functions.

- 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.

Designated Kentucky State agencies may be permitted access to student record information, which will depend on the authority granted to their particular agency.

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.



**Notification of FERPA Rights**

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 and institutions of higher education.*

Unless the parent or ~~secondary school~~ student who has reached age 18 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 and institutions of higher education 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 20202-4605

### FINANCIAL IMPLICATIONS: POSSIBLE COSTS OF REPRINTING OF FORMS

09.14 AP.12

Consistent with the Family Educational Rights and Privacy Act (FERPA), parents (or students 18 or older) may direct the District not to disclose directory information listed below. We are required to disclose a student's name, address, and telephone listing at the request of Armed Forces recruiters or institutions of higher education, unless a parent or ~~secondary-school~~ student who has reached age 18~~regardless of age~~, requests that this information *not* be disclosed.

This letter informs you of your right to direct the District to withhold release of student directory information for [redacted]. Following is a list of items that the District considers

*If we receive no response within thirty (30) days of the date of this letter, all student directory information will be subject to release without your consent.* If you return this signed form on time, we will withhold the directory information consistent with your written directions, unless disclosure is otherwise required or permitted by law. Once there has been an opt-out of directory information disclosure, the District will continue to honor that opt-out until the parent or the eligible student rescinds it, even after the student is no longer in attendance.

- ⇨ Student's name
- ⇨ Student's address
- ⇨ Student's telephone number (if listed)

Date \_\_\_\_\_



EXPLANATION: EFFECTIVE WITH THE 2015 SCHOOL YEAR, THE ONLY MEDICAID CONSENT FORMS ACCEPTED FOR MONITORING ARE LOCATED ON KDE'S WEBSITE.

FINANCIAL IMPLICATIONS: NONE ANTICIPATED

EXPLANATION: STUDENT RECORDS ARE OFTEN REQUESTED ELECTRONICALLY. THIS ADDRESSES SUCH.

FINANCIAL IMPLICATIONS: NONE ANTICIPATED

STUDENTS

09.14 AP.24

**Release/Inspection of Student Records/Medicaid Consent**  
**TO THIRD PARTY**

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

Name of School: \_\_\_\_\_

The \_\_\_\_\_ Schools are hereby authorized to:

☐ Release or copy ☐ Permit the inspection of  
the records listed below for \_\_\_\_\_, who was born on

*Student's Name*

\_\_\_\_\_. The individual or agency to whom this information is to be released is \_\_\_\_\_.

I understand that the records affected are checked below, along with the reason(s) for the requested release or authorization to inspect.

<b>RECORDS <u>(including electronic)</u></b>	<b>PURPOSE</b>
<input type="checkbox"/> All cumulative records	
<input type="checkbox"/> Attendance record only	
<input type="checkbox"/> Grade records only	
<input type="checkbox"/> Standardized test data only	
<input type="checkbox"/> Special education records only	
<input type="checkbox"/> Other: _____	

This release is effective only for the specified records or types of records (including electronic) on hand as of the date you sign below UNLESS you specifically authorize further release of the specified records or types of records as follows. (Check and initial ONE of the following.)

- ☐ I authorize **on-going release** of the specified records or types of records to the entity/individual specified until student reaches age of 18 unless earlier revoked in writing. (Initials \_\_\_\_\_)
- ☐ I authorize release of the specified records or types of records until the end of the present school year (June 30th) unless earlier revoked in writing. (Initials \_\_\_\_\_)

\_\_\_\_\_  
*Signature of Parent/Guardian or Individual Acting as Parent under FERPA\**

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Signature of Student, 18 or Older or Attending Post-secondary Institution*

\_\_\_\_\_  
*Date*

\*Living in the student's home in the absence of the parent on a day-to-day basis

**MEDICAID CONSENT**

☐ I have received my Annual Notification of Parent Rights regarding Medicaid billing, and I understand and agree that the District may access my child's or my public benefits or insurance to pay for services under the Individuals with Disabilities Education Act. (This also authorizes release of education records as specified above.)

\_\_\_\_\_  
*Signature of Parent/Guardian*

\_\_\_\_\_  
*Date*

EXPLANATION: 702 KAR 3:220 PROVIDES GUIDELINES FOR WAIVER (NOT REDUCTION) OF SCHOOL FEES FOR INSTRUCTIONAL MATERIALS.  
 FINANCIAL IMPLICATIONS: POSSIBLE INCREASED COSTS OF PROVIDING FULL PORTION OF INSTRUCTIONAL MATERIALS

STUDENTS

09.15 AP.21

### Application for Waiver of Fees

<b>Student's Name</b> _____			
<i>Last Name</i>	<i>First Name</i>	<i>Middle Initial</i>	
<b>Student's Address</b> _____			
<i>City</i>	<i>State</i>	<i>ZIP Code</i>	
<b>Student's Age</b> _____	<b>Date of Birth</b> _____	<b>Sex</b> _____	<b>Student's Phone Number</b> _____
<b>School</b> _____	<b>Grade</b> _____	<b>Homeroom/Classroom</b> _____	

Name of Parent/Guardian \_\_\_\_\_  
 Address of Parent/Guardian \_\_\_\_\_  
 Home Telephone \_\_\_\_\_ If none, number of nearest neighbor \_\_\_\_\_

In the chart below, list the Name, Birthdate, School, and Grade for **all other** children in the home:

NAME	BIRTHDATE	GRADE	SCHOOL ATTENDING

**Employment Status of Parent/Guardian:**

**Mother:**      ☐ Employed    ☐ Unemployed

Employer's Name \_\_\_\_\_ Address \_\_\_\_\_

**Father:**      ☐ Employed    ☐ Unemployed

Employer's Name \_\_\_\_\_ Address \_\_\_\_\_

Gross Family Income from last Income Tax Return \_\_\_\_\_

1. Is the family presently receiving or eligible to receive any type of financial aid from the Kentucky Cabinet for Health & Family Services?      ☐ YES      ☐ NO
- ~~2. Are you financially able to partially pay the instructional resources fee now and continue to make payments until fully paid?      ☐ YES      ☐ NO~~
- 3.2. If your child is granted free/reduced price meal status, do you grant permission for school food service personnel to disclose that information to the following District personnel for the sole purpose of determining if your child is eligible for a fee waiver for such activities as textbook rental and school athletic and field trip fees, etc.?
  - School administrators



**Application for Waiver of Fees**

- Other District personnel, such as activity sponsors, who do not otherwise have access to information in connection with the School Nutrition program.

☐ YES ☐ NO

4.3. If your child is eligible under the Community Eligibility Provision (CEP), do you grant permission for the FRAM coordinator to disclose that information to the following District personnel for the sole purpose of determining if your child is eligible for a fee waiver for such activities as textbook rental and school athletic and field trip fees, etc.?

- School administrators
- Other District personnel, such as activity sponsors, who do not otherwise have access to information in connection with the Community Eligibility Provision.

☐ YES ☐ NO

- Failure to sign this consent statement will not affect your child's eligibility or participation for the program.
- The recipient will be required to maintain confidentiality of the information.

Comments: \_\_\_\_\_

\_\_\_\_\_  
*Parent/Guardian's Signature*

\_\_\_\_\_  
*Date*

APPLICATION ☐ APPROVED ☐ DENIED

\_\_\_\_\_  
*Central Office Designee's Signature*

\_\_\_\_\_  
*Date*

EXPLANATION: SCHOOL OFFICIALS SHALL FOLLOW DIRECTIONS PROVIDED BY THE INVESTIGATING OFFICER OR CABINET FOR HEALTH AND FAMILY SERVICES AS TO WHETHER TO CONTACT A PARENT REGARDLESS OF WHOM THE ALLEGED PERPETRATOR IS.  
FINANCIAL IMPLICATIONS: NONE ANTICIPATED

STUDENTS

09.4361 AP.21

### **Record of Student Arrest at School**

*This form shall be kept in the school office, and a duplicate copy shall be forwarded to the Central Office.*

<b>Student's Name</b> _____			
	<i>Last Name</i>	<i>First Name</i>	<i>Middle Initial</i>
<b>Student's Address</b> _____			
	<i>City</i>	<i>State</i>	<i>ZIP Code</i>
<b>Student's Age</b> _____	<b>Date of Birth</b> _____	<b>Student's Phone Number</b> _____	
<b>School</b> _____	<b>Grade</b> _____	<b>Teacher/Classroom</b> _____	
<b>Date of Arrest</b> _____			

**LAW ENFORCEMENT AGENCY:** (Check one)

☐ City Police    ☐ County Sheriff    ☐ Kentucky State Police    ☐ Other: \_\_\_\_\_

**ARRESTING OFFICER:** \_\_\_\_\_

**NATURE OF THE OFFENSE CHARGED:** \_\_\_\_\_

**ISSUING AUTHORITY OF ARREST WARRANT:** \_\_\_\_\_

**PLACE OF CUSTODY:** \_\_\_\_\_

**PARENTS NOTIFIED BY:** \_\_\_\_\_ at: \_\_\_\_\_ on \_\_\_\_\_  
*Employee Time Date*

NOTE: If a student is an alleged victim of abuse or neglect ~~by a parent~~, school officials shall follow directions provided by the investigating officer or Cabinet for Health and Family Services ~~Families and Children~~ representative as to whether to contact a parent.

**PARENT/GUARDIAN NOTIFIED:** \_\_\_\_\_

\_\_\_\_\_  
*Principal/Designee's Signature*

\_\_\_\_\_  
*Date*



EXPLANATION: SB 228 AMENDED KRS 158.148 TO REQUIRE THE STUDENT DISCIPLINE CODE TO SPECIFICALLY PROHIBIT BULLYING.

FINANCIAL IMPLICATIONS: REPRINTING DISTRICT CODE OF ACCEPTABLE BEHAVIOR AND DISCIPLINE

STUDENTS

09.438 AP.1

### **Reporting of Code Violations**

Students wishing to report bullying or other violation of the Code of Acceptable Behavior and Discipline may report it to a classroom teacher, who shall take appropriate action as defined by the code. The teacher shall refer the report to the Principal/designee for further action when the report involves an offense that may warrant suspension or expulsion of a student, any felony offense, or a report that may be required by law, including reports to law enforcement.

#### **RETALIATION PROHIBITED**

Employees and other students shall not retaliate against a student because s/he reports a bullying or other violation of the code or assists or participates in any investigation, proceeding, or hearing regarding the violation. The Superintendent/designee shall take measures needed to protect students from such retaliation.

EXPLANATION: THIS RECOMMENDATION DIRECTS SCHOOL STAFF THAT OUTSIDE SERVICE PROVIDERS ARE ALLOWED INTO THE SCHOOLS ONLY TO PROVIDE THERAPY OR DESIGNATED SERVICES TO STUDENTS IF THE OUTSIDE SERVICE PROVIDER HAS BEEN SOUGHT OUT AND CONTRACTED BY THE SCHOOL DISTRICT FOR SERVICES. OUTSIDE SERVICE PROVIDERS NOT SOUGHT OUT AND CONTRACTED BY THE DISTRICT WHO MEET SPECIFIED REQUIREMENTS MAY BE ALLOWED INTO SCHOOLS FOR OBSERVATION ONLY.

FINANCIAL IMPLICATIONS: NONE ANTICIPATED

COMMUNITY RELATIONS

10.5 AP.1

### **Visitors to the Schools**

#### **CLASSROOM VISITATION**

Requests for classroom observation by parents, educators, or other local citizens with legitimate educational interests pertaining to the District's public school program shall be made to the Principal with reasonable notification. The Principal may grant the request if:

1. The teacher involved is notified in advance of the arrangement.
2. The number in the group is small enough to be accommodated in the classroom without interfering with the class.
3. The frequency of the visits does not interfere with the scheduled instructional program in the classroom.

#### **LUNCH WITH FAMILY MEMBER**

Parents, guardians, grandparents, or other immediate family members as approved by the Principal/designee may request to have lunch with their child/grandchild. Otherwise, except for authorized District personnel, each school shall observe a closed campus at lunch.

#### **SPECIAL INVITATION**

A special invitation for parents and other interested persons to visit the schools may be extended during appropriate school programs or activities and special occasions.

#### **OBSERVATION BY OUTSIDE AGENCIES**

These procedures are established for the purposes of observation only.

NOTE: Unless an outside provider has been sought out and contracted for a needed service by the District, no private therapy or service shall be provided to a student during the school day, within a District School.

The following information/documentation is required by the District before a private, outside therapist/service provider can observe its private client within a District School. Information must be sent to the Director of Special Education (special education students) or to the Director of Health and Family Resource Youth Service Center (FRYSC) Services (regular education students):

- Background check clearance on file with District Schools Central Office;
- Individual liability insurance certificate or worker's compensation insurance certificate;
- A copy of credentials in the form of certification/license for the purpose of the observation; and



### Visitors to the Schools

#### OBSERVATION BY OUTSIDE AGENCIES (CONTINUED)

- A signed release (form can be requested from the school) by the parent/guardian noting that the therapist/outside service provider has been given permission to observe their child during the school day.

Once this information is received, the therapist/service provider may be allowed to come and observe the identified student as follows:

- At a time/day designated and assigned by the Principal/designee (to cause as little disruption to the class or school/learning environment as possible);
- The therapist is to observe only during these designated times, in an education setting (or activity such as lunch or social gathering) and only if confidentiality of other students/parents and disruption of the educational process in these settings can be adequately addressed by the Principal/designee;
- At any time the school or District needs to cancel an appointment or not allow an outside agency/therapist/service provider to return to the school setting, the outside agency will be notified; and
- The outside service providers MUST provide a photo I.D. as well as sign in and out at the school office any time they are on school property during a school day.

**Application and Agreement for Use of District Property**

***NOTE:*** Please complete this form and submit it to the Principal/designee Superintendent/designee for approval. If the application is approved, a copy of the signed agreement will be returned to the using organization. The organization shall be kept on file at the school. An official rental contract shall be used in cases where admission is charged or the event has been designated a high-risk event by the Superintendent or Facilities Director.

Name of Sponsoring Organization/Activity \_\_\_\_\_ Telephone \_\_\_\_\_

Representative's Name \_\_\_\_\_

Address \_\_\_\_\_

The above organization/individual requests the use of:

☐ auditorium    ☐ gymnasium    ☐ dining room    ☐ kitchen    ☐ stadium☐ classroom(s) \_\_\_\_\_ ☐ other, specify \_\_\_\_\_Is the organization planning to use District-owned equipment? ☐ YES ☐ NO

If yes, specify equipment \_\_\_\_\_ Operator's Name \_\_\_\_\_

Is the organization planning to conduct sales on school premises? ☐ YES ☐ NO

If yes, give a complete description of what is being sold and how the proceeds will be used. \_\_\_\_\_

Building/school/facility \_\_\_\_\_

Purpose \_\_\_\_\_

Date(s) requested \_\_\_\_\_ Time(s) Requested \_\_\_\_\_

Will public be admitted? ☐ YES ☐ NOWill admission be charged? ☐ YES ☐ NOWill advertisement(s) be used? ☐ YES ☐ NOIs this a high-risk activity? ☐ YES ☐ NO(If "yes", an insurance request form must be filed  
ten (10) working days prior to the event.)

**When using school facilities, this organization agrees to observe the following: (Please initial after reading each section.)**

- To schedule with the Principal/designee the time(s) District property is to be used.** It is understood that the Principal/designee may cancel the use of the room or building at any time such use interferes with regular school activities. ☐
- To be legally responsible for any and all damage to individuals and school equipment, building(s), grounds, or facilities, resulting from use by the organization.** To this end, the organization will procure sufficient liability insurance to indemnify the Board, school officers and employees for any injuries or property damage which might occur during the organization's use of the facilities. This insurance shall contain limits as specified by the District's insurance carrier for special events insurance coverage. A copy of the organization's insurance certificate shall be filed with the Board prior to the date the organization uses the building. The Board shall require the renting organization to assume all liability for injury to individuals by reason of the lease of Board property and to indemnify and save harmless the Board from any loss or damage thereby. ☐
- To provide appropriate equipment for the use of District property.** When gymnasiums are used, the organization agrees to permit on the gym floor only those persons wearing shoes that will not mar ☐r. ☐
- To abide by the requirements of Board policies 05.3 and 05.31 (see attached).** Disregard of the rules and regulations governing the use of the school buildings, equipment and facilities shall result in the refusal of the Board to grant the offending organization further use. ☐
- To acknowledge that approval of this request does not signify District sponsorship, endorsement or approval of your organization or the activity. ☐



**Application and Agreement for Use of District Property****FEE SCHEDULE**

The organization agrees to pay the applicable fee(s) for the use of District facilities as follows:

- ❖ A District employee must be present at any event. Employee costs will be based on current hourly rate schedules plus all additional associated costs.
- ❖ The basic fee schedule shall be based on four (4) hours of usage.
- ❖ The person making the request must consult with the Principal/designee about the use of the facility beyond four (4) hours.
- ❖ The regular rental rate for the use of the Cafeteria (this does not include access to the kitchen), auditorium, ~~or gym, or up to four (4) classrooms~~ at each school shall be \$75.00 for up to four (4) hours ~~with one (1) custodian on duty~~. Each additional hour will be at a rate of \$25.00 per hour.
- ❖ The regular rental rate for the use of the cafeteria and kitchen, or up to eight (8) classrooms shall be \$125.00 for up to four (4) hours. ~~with one (1) custodian and one (1) food service worker on duty. It is mandatory that a food service worker be on site if the kitchen area is used.~~ Each additional hour will be at a rate of \$40.00 per hour.
- ❖ The regular rental rate for the use of the gymnasium, cafeteria and kitchen shall be \$200.00 for up to four (4) hours ~~with one custodian and one food service employee~~. Each additional hour shall be at a rate of \$60.00 per hour. ~~If the Principal determines that additional custodians or food service employees are needed, each additional person shall cost the renter \$15.00 per hour for all hours the additional employee(s) is present.~~
- ❖ Payment for the use of District property shall be made in full in advance of any use. ~~Should the Principal not be able to determine total cost, an agreed upon amount shall be paid in advance with the remainder to be paid within five (5) working days after the event. In the event that the deposited amount is in excess, the school shall remit to the renter the overage within five (5) working days after the event.~~ Failure to pay the billed amount in full shall disqualify any person or group from future use of any facility in the District.
- ❖ Under no circumstances will the school/District accept any responsibility for the actions of anyone at an event where facilities have been rented under this agreement.

~~District employees and their spouses or children may use the facilities under all terms listed above with the following fee scale for four (4) hours. The Principal shall determine cost of additional hours.~~

	<del>Without—Janitor or Food Service</del>	<del>Janitor (1)</del>	<del>Food Service (1)</del>	<del>With one (1) Janitor and one (1) Food Service</del>
<b>Cafeteria only</b>	\$25.00	\$75.00	N/A	N/A
<b>Cafeteria &amp; Kitchen</b>	N/A	N/A	\$75.00	\$125.00

School groups and school-related groups (list included in 05.3 AP.1) may use the facilities at no charge provided arrangements are made with the Principal to properly clean the facilities after the event. (A District employee must be present at any event by either school groups or school-related groups.) Should an event by either group require custodian or food-service employees, those individuals must be compensated for their time at the rate approved for any other work. The Principal may employ individuals to clean the building if it is left unclean and charge the group for said cleaning.

**Application and Agreement for Use of District Property**

	# of Employees Required	# of Hours	Hourly Rate (Including Overtime & associated costs-at 1.5 times)	Total
Custodians				
Food Service Employees				
Supervisory Personnel				
Other _____				
TOTAL PERSONNEL CHARGE				

Property Used	Facility/ Equipment Fee	Personnel- Cost, if- applicable	Insurance- cost, if- applicable	Total Cost for Facility Use
Gymnasium at _____ school				
Auditorium at _____ school				
Cafeteria - <input type="checkbox"/> Dining Room <input type="checkbox"/> Kitchen <input type="checkbox"/> Both at _____ school				
Classroom(s) Number(s) _____ at _____ school				
Stadium at _____ school				
Other Property at _____ school				

\_\_\_\_\_  
*Signature – Representative of User Group*\_\_\_\_\_  
*Date*\_\_\_\_\_  
*Signature – Superintendent/designee*\_\_\_\_\_  
*Date*

IN THE EVENT SCHOOL IS CLOSED DUE TO WEATHER CONDITIONS, ALL SCHEDULED ACTIVITIES, WITH THE EXCEPTION OF DINNER MEETINGS, WILL BE CANCELED AND OPPORTUNITY TO RESCHEDULE OR REFUND RENTAL FEE(s) WILL BE MADE.

**For Office Use Only - To be Completed by School Official**

Cost for use of District property \$ \_\_\_\_\_ Cost for school employee \$ \_\_\_\_\_ Total cost \$ \_\_\_\_\_  
 Deposit \$ \_\_\_\_\_ Is deposit refundable? ☐ Yes ☐ No  
 Date Deposit Received \_\_\_\_\_ Balance Due \$ \_\_\_\_\_  
 Board employee(s) assigned: \_\_\_\_\_  
 Board Action Date, if applicable \_\_\_\_\_ Board Order # \_\_\_\_\_



**Application and Agreement for Use of District Property****USE OF DISTRICT PROPERTY REQUIREMENTS**

Application for use of facilities will be made to the Superintendent or the Superintendent's designee using the Board-approved Contract for Use of Facility form (Procedure 05.31 AP.2). Use of facilities is to be governed by the following rules:

1. ~~The use of tobacco is prohibited in all school buildings by law~~The use or possession of any tobacco products, including alternative nicotine or vapor products as defined by KRS 438.305, are prohibited on property owned or operated by the Board.
2. There shall be no alcoholic beverages, drugs, or controlled substances brought to or consumed in buildings or on the grounds.
3. No immoral or illegal activity shall be allowed on the premises.
4. Putting up decorations or scenery or moving piano and other furniture is prohibited unless special permission is granted.
5. Under no circumstances shall scenery or other property be stored on school property.
6. Nothing shall be sold, given, or displayed without permission.
7. The applicant is held responsible for the preservation of order.
8. The Board does not provide school furniture or other accessories, and the Board assumes no responsibility for applicant's properties left on the premises.
9. All electrical equipment and arrangements shall be in charge and control of an employee of the Board.
10. Any employee of the Board will be designated to supervise the facilities and must be present and have free access to all rooms at all times when they are in use.
11. Any facility used by the applicant will be examined carefully after use, and the applicant agrees to make good promptly any loss or damage occurring during the applicant's use of said building, facility, and/or equipment.
12. No reservation will be made until the Contract for Use of Facility form is completed, signed, and returned to the Superintendent's Office. The school authorities reserve the right to revoke a permit at any time.
13. Facilities are made available with the understanding that "tipping" custodians or other school personnel is not permitted. Only the Board of Education may pay employees for services performed relative to the use of school facilities.
14. All custodial work must be done or supervised by the custodian employed by the Board.
15. All payments for use of school facilities are to be made payable to the Marion County Board of Education. Patron should request a receipt when payment is in cash.
16. Cafeteria rental does not include the use of dishes, silverware or any other kitchen equipment. The serving lines are not to be used at any time.
17. A cafeteria employee must be present at all times when the kitchen facilities are being used by civic organizations or for student activities. Only authorized personnel are allowed in the kitchen. The school group or organization using the kitchen and/or dining area shall be responsible for the employee's wages and any applicable overtime wages.
18. The applicant group or organization shall clean the kitchen areas used and shall not leave perishable items in the kitchen.
19. The applicant group or organization shall assume all liability for any personal injuries incurred during their use of the facilities and shall hold the Board harmless from any such claims against it.
20. The applicant group or organization shall provide a certificate of liability insurance naming the Board as additional insured under the policy for the activity.

**Report of Bus Conduct**

<b>STUDENT:</b>		<b>DATE OF INCIDENT:</b>		<b>TIME:</b>
<b>ADDRESS:</b>			<b>DRIVER:</b>	
<b>GRADE:</b>	<b>DATE SUBMITTED</b>	<b>BUS NUMBER:</b>	<b>SCHOOL:</b>	

*Notice to Parents: This is to advise you that the above named student was involved in a disciplinary matter, which could be unsafe. This report is furnished in accordance with the provisions of the Student Code of Conduct.*

**DRIVER'S REPORT**

- |   |  |                                 |
|---|--|---------------------------------|
| ( ) Eating/Drinking                                       | ( ) Destroying Property                                    | ( ) Disobeying driver           |
| ( ) Littering   | ( ) Damaging bus equipment                                 | ( ) Fighting/tripping/pushing   |
| ( ) <u>Smoking tobacco/nicotine/vapor</u><br><u>usage</u> | ( ) Hanging out window                                     | ( ) Unacceptable language       |
| ( ) Throwing things into/from bus                         | ( ) Rude/Discourteous/ Annoying                            | ( ) Improper boarding/departure |
| ( ) Leaving Seat  | ( ) Bringing injurious/ objectionable<br>things aboard bus | ( ) Other improper behavior     |

Bus Driver's Comments:

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First Offense ☐

Second Offense ☐

Third Offense ☐

Fourth Offense ☐

**Action to be taken:** \_\_\_\_\_

Administrator: \_\_\_\_\_

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

Parent/Guardian: \_\_\_\_\_

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

**PARENT/GUARDIAN SIGNATURE IS REQUIRED IN ORDER FOR STUDENT TO BOARD BUS AFTER INCIDENT IS REPORTED.**

Level I	Eating/Drinking; Leaving seat; Littering Minor disruptive behavior <b>Consequence: Assigned Seat</b>
Level II	Disruptive behavior (pushing/tripping); boarding/departing procedures; minor profanity <b>Consequence: Detention</b>
Level III	Minor vandalism; bringing injurious/questionable items aboard; fighting; hanging out window; <u>smoking tobacco/nicotine/vapor use</u> ; insubordination; gross profanity <b>Consequence: ISD or suspension from school; 5-day bus suspension</b>
Level IV	Vandalism; profanity towards bus driver; hostile insubordination <b>Consequence: ISD or suspension from school; 10-day bus suspension with recommendation to Superintendent for removal from bus.</b>



## **Free and Reduced-Price MealsMeal Programs**

### **FREE AND REDUCED PROGRAM**

Since schools in the District participate in the National School Lunch Program, School Breakfast Program, and/or the Donated Food Program, federal and state policies and regulations must be followed.

#### **DEFINITION**

For purposes of this administrative procedure, “authorized school official” means school personnel as designated in the National School Lunch program application and agreement with the Kentucky Department of Education who are authorized by applicable law and regulation to process information or act in connection with the matter described.

#### **STUDENTS**

To implement required policies and regulations, these procedures will be followed for student participants:

1. Free and reduced-price meals will be granted on the basis of need as determined by state and federal guidelines.
2. Letters explaining the School Food Service Program shall be sent to all parents each year at the opening of school and as needed throughout the year. An application form for free and reduced-price meals will accompany the letter. Applications will be kept on file through the current fiscal year and the three (3) years that follow or through the completion of any unresolved audit issues, whichever is longer.
3. If school personnel have knowledge of a student who is in need of free or reduced-price meals but does not have the parents’ cooperation to submit an application, an application may be submitted in the student’s name by an authorized school official.  
The parents shall be notified that the child has been certified eligible to receive free/reduced price meals.
4. After reviewing the application for free and reduced-price meals, the eligibility of each student shall be determined by an authorized school official.
5. Written notification of approval or denial of the application shall be provided to the parents.
6. If the parent or guardian is dissatisfied with the above decision regarding free and reduced-price meals, an appeal may be made to an authorized school official.

### **COMMUNITY ELIGIBILITY PROVISION (CEP) MEAL PROGRAM**

If a school in the District participates in the National School Lunch Program, School Breakfast Program, and/or the Donated Food Program through the Community Eligibility Provision (CEP), they must follow the federal and state policies and regulations below:

## Meal Programs

### STUDENTS

To implement required policies and regulations, these procedures will be followed for student participants:

1. Letters explaining the School Food Service Program shall be sent to all parents each year at the opening of school and as needed throughout the year
2. Household Income Forms (HIF) shall be collected by a designated District official outside of federal food service operations. It is recommended by KDE that copies of Household Income Forms (HIF) be kept through the current fiscal year and the three (3) years that follow or through the completion of any unresolved audit issues, whichever is longer.
3. A master list/roster to track student withdrawals, transfers, and entries shall be maintained by the Superintendent or designee (s).

### **ADULTS**

All school personnel regularly assigned to a school may have access to meals served in the School Food Service Program. The cost of the meal shall be determined by the Board. Charges for adult meals shall be as follows:

1. Those adults who are assigned to work full or part-time in the School Food Service Program and whose salaries are paid entirely from food service funds may receive meals at no cost.
2. All other District employees who do not provide a service in the operation and administration of the School Food Service Program and all other adults shall pay the full adult meal price.