

EXPLANATION: SB 9 AMENDS KRS 161.155 REQUIRING DISTRICTS, ON OR BEFORE JULY 1, 2030, TO ESTABLISH A POLICY THAT PROVIDES UP TO THIRTY (30) PAID MATERNITY LEAVE DAYS TO EACH TEACHER OR EMPLOYEE WHO GIVES BIRTH. THE BILL INCLUDED AN EMERGENCY CLAUSE MAKING IT ALREADY EFFECTIVE.  
FINANCIAL IMPLICATIONS: TEACHER DAILY WAGE FOR MATERNITY LEAVE

PERSONNEL

03.123 AP.2

PERSONNEL

03.123 AP.2

### Leave Statement

Name: \_\_\_\_\_ School/Worksite: \_\_\_\_\_

Employee Identification Number: \_\_\_\_\_ Date Submitted: \_\_\_\_\_

☐ **PERSONAL LEAVE: REQUESTED UNDER THE TERMS OF POLICIES 03.1231/03.2231. (SEE NEXT PAGE FOR REQUIRED STATEMENT)**

DATE(S) OF PERSONAL LEAVE: \_\_\_\_\_ TOTAL DAYS: \_\_\_\_\_

☐ **SICK LEAVE: REQUESTED UNDER THE TERMS OF POLICIES 03.1232/03.2232. (SEE NEXT PAGE FOR STATEMENT THAT MAY BE REQUIRED)**

DATE(S) OF SICK LEAVE: \_\_\_\_\_ TOTAL DAYS: \_\_\_\_\_

CHECK ONE: ☐ EMPLOYEE'S ILLNESS ☐ ILLNESS OF FAMILY MEMBER ☐ MOURNING

☐ **MATERNITY/ADOPTION/CHILDREARING LEAVE: REQUESTED UNDER THE TERMS OF POLICIES 03.1233/03.2233.**

ESTIMATED DATE(S) OF LEAVE \_\_\_\_\_ TO \_\_\_\_\_

☐ PAID MATERNITY LEAVE (NOT TO EXCEED 30 DAYS) /NUMBER OF ~~SICK~~ MATERNITY LEAVE DAYS \_\_\_\_\_

☐ PAID SICK LEAVE (NOT TO EXCEED 30 DAYS) /NUMBER OF SICK LEAVE DAYS \_\_\_\_\_

☐ UNPAID MATERNITY LEAVE/NUMBER OF DAYS UNPAID \_\_\_\_\_

☐ PAID ~~BIRTH OR~~ ADOPTION LEAVE \_\_\_\_\_

☐ **JURY LEAVE: REQUESTED UNDER THE TERMS OF POLICIES 03.1237/03.2237.**

DATE(S) OF JURY LEAVE: \_\_\_\_\_ TOTAL DAYS: \_\_\_\_\_

EMPLOYEE WILL REIMBURSE DISTRICT ALL AMOUNTS LESS EXPENSE PAY.

☐ **MILITARY/DISASTER SERVICES LEAVE: REQUESTED UNDER THE TERMS OF POLICIES 03.1238/03.2238.**

DATE(S) OF LEAVE: \_\_\_\_\_ TOTAL DAYS: \_\_\_\_\_

☐ **EMERGENCY LEAVE: REQUESTED UNDER THE TERMS OF POLICIES 03.1236/03.2236. (SEE NEXT PAGE FOR REQUIRED STATEMENT)**

DATE(S) OF EMERGENCY LEAVE: \_\_\_\_\_ TOTAL DAYS: \_\_\_\_\_

☐ BEREAVEMENT ☐ COURT/LEGAL

☐ **OFF-DUTY LEAVE: REQUESTED**

DATE(S) OF LEAVE \_\_\_\_\_ TO \_\_\_\_\_ TOTAL DAYS: \_\_\_\_\_

☐ **ANNUAL/VACATION LEAVE: REQUESTED UNDER TERMS OF POLICIES 03.122/03.222**

DATE(S) OF LEAVE \_\_\_\_\_ TO \_\_\_\_\_ TOTAL DAYS: \_\_\_\_\_

I understand that if I have provided information that is not true, I may be subject to disciplinary action.

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Superintendent/designee's Signature Approving Leave as Requested

\_\_\_\_\_  
Date

**Leave Request Form and Statement**

A personal statement is required for the use of personal leave, the use of emergency leave, and the use of sick leave for the purpose of mourning a member of the employee's immediate family.\* Either a personal statement or a certificate of a physician supporting the need for sick leave is required for the use of sick leave if the employee was absent due to his/her own personal illness or for the purpose of attending to an immediate family member\* who was ill. If an employee who requests to use sick leave for his/her own personal illness or to attend to an immediate family member\* who is ill does not submit a supporting physician's certificate, s/he must submit a supporting personal statement. Requirements for use of sick leave following childbirth and adoption are stated in Policies 03.1233/03.2233.

**LEAVE STATEMENT  
(KRS 161.152, KRS 161.154, KRS 161.155)**

I am submitting this request for the use of leave for the following purpose(s) (check applicable boxes); that the facts supporting the request for leave as indicated below are true and correct; and that to the best of my knowledge, information, and belief, I am qualified for the leave requested pursuant to applicable state statute and Board policy.

- ☐ - Sick leave based on personal illness      Date(s): \_\_\_\_\_
- ☐ - Sick leave to attend to an immediate family member\* who was ill      Date(s): \_\_\_\_\_
- ☐ - Sick leave to mourn the death of an immediate family member\*      Date(s): \_\_\_\_\_
- ☐ - Personal leave in compliance with and subject to qualifications set forth in Policy 03.1231/03.2231. This leave is personal in nature.      Date(s): \_\_\_\_\_
- ☐ - Emergency leave in compliance with and subject to conditions set forth in Policy 03.1236/03.2236
- ☐ Bereavement      ☐ Disasters      ☐ Court /Legal
- ☐ Other, specify: \_\_\_\_\_

\_\_\_\_\_  
Employee's Signature\_\_\_\_\_  
Date\_\_\_\_\_  
Employee's Name (Print or Type)

\*Immediate family member shall mean the employee's spouse, children (including stepchildren and foster children), grandchildren, daughters-in-law and sons-in-law, brothers and sisters, parents, spouse's parents, grandparents, and spouse's grandparents, without reference to the location or residence of said relative and any other blood relative who resides in the employee's home.

LEGAL: HB 48 AMENDS KRS 161.031 REQUIRING A REPORT FROM EPSB IDENTIFYING SCHOOL DISTRICTS THAT DO NOT IMPLEMENT AN INDUCTION PROGRAM FOR NEW TEACHERS.  
FINANCIAL IMPLICATIONS: NONE ANTICIPATED

PERSONNEL

03.19 AP.1

**- CERTIFIED PERSONNEL -****Professional Development****DEFINITIONS**

Professional development is defined as professional learning that is an individual and collective responsibility, that fosters shared accountability among the entire education workforce for student achievement, and:

1. Aligns with Kentucky Academic Standards in 704 KAR Chapter 8, educator effectiveness standards, individual professional growth goals, and school, district, and state goals for student achievement;
2. Focuses on content and pedagogy, as specified in certification requirements, and other related job-specific performance standards and expectations;
3. Occurs among educators who share responsibility for student growth;
4. Is facilitated by school and district leaders, including curriculum specialists, principals, instructional coaches, competent and qualified third-party facilitators, mentors, teachers or teacher leaders;
5. Focuses on individual improvement, school improvement, and plan implementation; and
6. Is on-going.

Professional development program means a sustained, coherent, relevant, and useful professional learning process that is measurable by indicators and provides professional learning and ongoing support to transfer that learning to practice.

Every Student Succeeds Act of 2015 (ESSA) defines professional development as activities that are an integral part of school and local educational agency strategies for providing educators with the knowledge and skills necessary to enable students to succeed in a well-rounded education and to meet the challenging State academic standards; and that are sustained (not stand-alone, 1-day, or short term workshops), intensive, collaborative, job-embedded, data-driven, and classroom-focused.

**PROFESSIONAL DEVELOPMENT PROGRAM**

The school and District, under the direction of the Professional Development Coordinator (PDC), shall develop and implement plans of continuing professional development. The plans shall include, but not be limited to, the following components:

1. A clear statement of the school or District mission;
2. Evidence of representation of all persons affected by the Professional Development plan;
3. A needs assessment analysis;
4. PD objectives that are focused on the school or District mission, derived from needs assessment, and that specify changes in educator practice needed to improve student achievement; and
5. A process for evaluating impact on student learning and improving professional learning, using evaluation results.

Professional development activities shall be in accordance with federal guidelines and Kentucky State Regulation.

**Professional Development****CERTIFIED STAFF RESPONSIBILITIES**

In addition to job-embedded professional learning included in the Professional Development Plan, it is the responsibility of each full-time certified staff member to complete the twenty-four (24) hours of professional development required in the District calendar. Part-time employees shall complete the appropriate portion of the twenty-four (24) hours.

**NEW TEACHER ORIENTATION**

Prior to the opening of school all teachers new to the District **may** be required to attend an orientation session to acquaint new personnel with Board policies, administrative procedures, Central Office staff, and the Principal(s) to whom they are assigned. The Superintendent/designee will be responsible for the program and all arrangements.

[The Education Professional Standards Board \(EPSB\) shall provide a report to the Legislative Research Commission that includes identification of districts that have not implemented an induction program for teachers in their first year of teaching that is aligned with the standards and guidance for districts developed by the EPSB.](#)

**REQUIREMENT MUST BE FULFILLED**

Professional development is ongoing. However the twenty-four (24) hours required by statute must be fulfilled by **June 30** of each year. If it is not, repayment for the appropriate hours will be deducted from the individual's paycheck.

It is the responsibility of the individual to provide appropriate documentation for all completed professional development. Internal offerings are documented by sign-in sheets. For activities outside the District, it is the responsibility of the individual to obtain the appropriate form prior to attendance, have it completed and return it to the PDC. Registration costs, meals, and mileage are the responsibility of the individual unless supplemental funds are provided by another source.

**RELATED PROCEDURE:**

03.125 AP.21

EXPLANATION: HB 48 AMENDS KRS 156.095 REQUIRING DISTRICTS TO IMPLEMENT A FOUR (4) YEAR RECURRING PROFESSIONAL DEVELOPMENT TRAINING SCHEDULE THAT INCLUDES ALL REQUIRED PROFESSIONAL DEVELOPMENT TRAININGS, AND THAT ALL CERTIFIED SCHOOL EMPLOYEES COMPLETE DESIGNATED TRAININGS WITHIN TWELVE (12) MONTHS OF INITIAL HIRE AND AT LEAST ONCE EVERY FOUR (4) YEARS THEREAFTER. SOME PROFESSIONAL DEVELOPMENT REQUIREMENTS ARE BEING RELOCATED INTO OTHER POLICY AREAS.  
FINANCIAL IMPLICATIONS: NONE ANTICIPATED

PERSONNEL

03.19 AP.23

PERSONNEL

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**District Training Requirements****SCHOOL YEAR:** \_\_\_\_\_

This form may be used to track completion of local and state employee training requirements that apply across the District and maintain a record for the information of the Superintendent and Board.

TOPIC	LEGAL CITATION	RELATED POLICY	EMPLOYEES OR OTHERS AS DESIGNATED			DATE COMPLETE
			CERTIFIED	AL	DESIGNATED	
District planning committee members.		01.111			✓	
Board member training hours.	KRS 160.180; 702 KAR 1:115; 701 KAR 8:020	01.83			✓	
Superintendent training program to be completed within two (2) years of taking office.	KRS 160.350	02.12			✓	
Certified Evaluation Training.	KRS 156.557; 704 KAR 3:370	02.14/03.18	✓		✓	
Supervisors shall receive appropriate training to equip them to meet the standards of Personnel Management.		02.3			✓	
All School Resource Officers (SROs) shall successfully complete forty (40) hours of annual in service training that has been certified or recognized by the Kentucky Law Enforcement Council for SROs.	KRS 158.4414	02.31			✓	
Council member training hours.	KRS 160.345	02.431			✓	
Employees authorized to use Criminal History Record Information (CHRI) will complete Security Awareness Training via Criminal Justice Information Services (CJIS)	KRS 160.380	03.11 AP.2521			✓	
Initial/follow-up training for coaches of interscholastic athletic activities or sports.	KRS 160.445; KRS 161.166; KRS 161.185;	03.1161 03.2141 09.311			✓	

	702 KAR 7:065					
Asbestos Containing Building Material (ACBM), Lockout/Tagout and personal protective equipment (PPE) training for designated employees.	40 C.F.R. Part 763 401 KAR 58:010 803 KAR 2:308 OSHA 29 C.F.R. 1910.132 29 C.F.R. 1910.147 29 C.F.R. 1910.1200	03.14/03.24			✓	
Bloodborne pathogens.	OSHA 29 C.F.R. 1910.1030	03.14/03.24		✓		
Behaviors prohibited/required reporting of harassment/discrimination.	34 C.F.R. 106.1-106.71, U.S. Department of Education Office for Civil Rights Guidance	03.162/03.26 2		✓		

PERSONNEL

03.19 AP.23  
(CONTINUED)**District Training Requirements**

TOPIC	LEGAL CITATION	RELATED POLICY	EMPLOYEES OR OTHERS AS DESIGNATED			DATE COMPLETED
			CERTIFIED	ALL	DESIGNATED	
Title IX Sexual Harassment	34 C.F.R. § 106.45	03.1621/03.2621/09.428 111		✓		
Teacher professional development/learning.	KRS 156.095	03.19	✓			
Active Shooter Situation training each year by November 1.	KRS 156.095	03.19/03.29	✓		✓	
Student suicide prevention training for certified employees.	KRS 156.095	03.19	✓			
Self-study review of seizure disorder materials.	KRS 156.095	03.19	✓		✓	
Child abuse and neglect prevention, recognition, and reporting.	KRS 156.095	03.19	✓		✓	
Instructional leader training.	KRS 156.101	03.1912			✓	
The Superintendent may shall develop and implement a program for continuing training for selected classified personnel.		03.29			✓	
Training of the instructional teachers' aide with the certified employee to whom s/he is assigned.	KRS 161.044	03.5			✓	
Orientation materials for volunteers.	KRS 161.048	03.6			✓	
Integrated Pest Management (7a) Certification.	302 KAR 29:060	05.11			✓	
Training for designated personnel on use and management of equipment.		05.4			✓	

Automated external defibrillators (AEDs), training on use of such.	KRS 158.162 KRS 311.667	03.1161/03.2241 05.4/09.311/09.224			✓	
School Safety Coordinator (SSC) training program developed by the Kentucky Center for School Safety (KCSS) School Principal training on procedures for completion of the required school security risk assessment.	KRS 158.4412	05.4			✓	
Fire drill procedure system.	KRS 158.162	05.41		✓		
Lockdown drill procedure system.	KRS 158.162 KRS 158.164	05.411		✓		
Severe Weather/Tornado drill procedure system.	KRS 158.162 KRS 158.163	05.42		✓		
Earthquake drill procedure system.	KRS 158.162 KRS 158.163	05.47		✓		
First Aid and Cardiopulmonary Resuscitation (CPR) Training.	702 KAR 5:080	06.221			✓	
Annual in-service school bus driver training.	702 KAR 5:030	06.23			✓	
Designated training for School Nutrition Program Directors and food service personnel.	KRS 158.852 7 C.F.R. §210.31	07.1 07.16			✓	

PERSONNEL

03.19 AP.23  
(CONTINUED)**District Training Requirements**

TOPIC	LEGAL CITATION	RELATED POLICY	EMPLOYEES OR OTHERS AS DESIGNATED			DATE COMPLETED
			CERTIFIED	ALL	DESIGNATED	
Teachers of gifted/talented students required training on identifying and working with gifted/talented students. All other personnel working with gifted students shall be prepared through appropriate professional development to address the individual needs, interests, and abilities of the students.	704 KAR 3:285	08.132	✓		✓	
KDE to provide training to address the characteristics and instructional needs of students at risk of school failure and most likely to drop out of school.	KRS 156.095	08.141	✓		✓	
Student training on appropriate online behavior on social networking sites and cyberbullying awareness and response.	47 U.S.C. 254/Children's Internet Protection Act; 47 C.F.R. 54.520	08.2323			✓	
Confidentiality of student record information.	34 C.F.R. 300.623	09.14		✓		
Student suicide prevention training: Provide two (2) suicide prevention awareness lessons each school year. <del>Staff training for student suicide prevention training: Minimum of one (1) hour each school year. {Employees with job duties requiring direct contact with students in grades four (4) through twelve (12).}</del>	KRS 156.095; KRS 158.070	09.22			✓	
Anonymous reporting tool: Develop and	KRS 158.4451	09.22		✓		

provide a comprehensive training and awareness program on the use of the chosen anonymous reporting tool for students, parents, and community members.						
At least one (1) hour of self-study review of seizure disorder materials required for all principals, guidance counselors, and teachers by July 1, 2019, and for all principals, guidance counselors, and teachers hired after July 1, 2019.	KRS 158.070	09.22			✓	
Training for school personnel authorized to give medication.	KRS 158.838 KRS 156.502 702 KAR 1:160	09.22 09.224 09.2241			✓	
Training on employee reports of criminal activity.	KRS 158.148; KRS 158.155; KRS 158.156; KRS 620.030	09.2211		✓		

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PERSONNEL

03.19 AP.23

(CONTINUED)

**District Training Requirements**

TOPIC	LEGAL CITATION	RELATED POLICY	EMPLOYEES OR OTHERS AS DESIGNATED			DATE COMPLETED
			CERTIFIED	ALL	DESIGNATED	
Personnel training on restraint and seclusion and positive behavioral supports.	704 KAR 7:160	09.2212		✓	✓	
<del>Personnel training child abuse and neglect prevention, recognition, and reporting.</del>	<del>KRS 156.095</del>	<del>09.227</del>	<del>✓</del>		<del>✓</del>	
Age appropriate training for students during the first month of school on behaviors prohibited/required reporting of harassment/discrimination .	34 C.F.R. 106.1-106.71, U.S. Department of Education Office for Civil Rights Guidance	09.42811			✓	
Training to build capacity of staff and administrators to deliver high-quality services and programming in the District's Alternative Education Program.	704 KAR 19:002	09.4341			✓	
Student discipline code.	KRS 158.148; KRS 158.156; KRS 158.444; KRS 525.070; KRS 525.080	09.438		✓		
Intervention and response training on responding to instances of incivility.		10.21		✓		
Training for Supervisors of Student Teachers.	16 KAR 5:040				✓	
Career Tech – If funds available, High School teachers to receive training regarding embedding reading, math, and science in career tech courses.	KRS 158.818				✓	
Committee for Mathematics Achievement	KRS 158.842		✓			

– training for teachers based on available funds.						
KDE to provide or facilitate statewide training for teachers and administrators regarding content standards, integrating performance assessments, communication, and higher order thinking.	KRS 158.6453 (SB 1)		✓			
Grants regarding training for state-funded community education directors.	KRS 160.156				✓	
Local Board to develop and implement orientation program for adjunct instructors.	KRS 161.046				✓	
KDE shall provide technical assistance and training for multi-tiered system of supports upon District request.	KRS 158.305				✓	

PERSONNEL

03.19 AP.23  
(CONTINUED)

**District Training Requirements**

**THIS IS NOT AN EXHAUSTIVE LIST – CONSULT OSHA/ADA AND BOARD POLICIES FOR OTHER TRAINING REQUIREMENTS.**

For training provided in person, participants should sign in at the end of the meeting to document their attendance. The sign-in sheet shall be maintained in paper or electronic format as required by the Kentucky Records Retention/Public School District Schedule.

EXPLANATION: REVISIONS TO 702 KAR 4:090 AMEND THE DISPOSITION PROCESS FOR REAL PROPERTY.

FINANCIAL IMPLICATIONS: NONE ANTICIPATED

FISCAL MANAGEMENT

04.8 AP.1

**Disposal of School Property**

**REAL PROPERTY**

**The Board shall follow the disposition process for real property as contained in 702 KAR 4:090.**

~~School property that is no longer needed for school purposes will be disposed of as follows:~~

Furniture, equipment and vehicles will be disposed of as follows:

1. Designated personnel shall present in writing to the Superintendent a complete description of items no longer needed for school purposes.
2. The Superintendent shall advise the Board that certain furniture, equipment, and vehicles are no longer needed for public school purposes.
3. Once the Board declares the property surplus, the Superintendent/designee shall advertise the property for sale as directed in Policy 04.8.
4. The Board may accept or reject any and all bids.

EXPLANATION: SB 68 REPEALS KRS 158.856 REMOVING THE REPORTING REQUIREMENTS RELATING TO PARTICIPATION IN NUTRITION PROGRAMS AND PHYSICAL ACTIVITY.  
FINANCIAL IMPLICATIONS: NONE ANTICIPATED

SUPPORT SERVICES

07.1 AP.1

**School and Community Nutrition Program****PROGRAM FUNDS**

Because the District receives federal, state, and local funds to finance the school and community nutrition program, it is imperative that funds be properly safeguarded, that accurate records be kept, and that reports be made as required. In order to achieve this, the following procedures will be implemented:

1. All funds received as payment for meals (school nutrition program breakfast and/or lunch) and federal and state reimbursements shall be used only for food, labor, equipment, and supplies for the operation/improvement of the school nutrition program.
2. School nutrition program funds may not be used for:
  - a. The purchase of land.
  - b. The purchase or construction of buildings.
3. All schools shall make the required reports as required by the USDA and the Kentucky Department of Education.
4. A copy of all reports, financial records, and applications for free- and/or reduced-price meals shall 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.

It is recommended by KDE that if the school/District is operating under the Community Eligibility Provision, copies of Household Income Forms (HIF) be kept following the retention schedule above.
5. All meals receiving federal reimbursement are priced as a complete unit.
6. The school nutrition program is operated on a nonprofit basis. Actual cash balances shall be maintained in accordance with state/federal regulation, as appropriate.

**FOOD SERVICE/SCHOOL NUTRITION PROGRAM DIRECTOR REPORT**

EXPLANATION: REVISIONS TO 704 KAR 3:305 AMEND THE PERFORMANCE-BASED AND STANDARDS-BASED CREDIT REQUIREMENTS.

FINANCIAL IMPLICATIONS: NONE ANTICIPATED

CURRICULUM AND INSTRUCTION

08.1131 AP.1

### **Performance-Based Credit**

The District ~~may~~ award standards-based, performance-based credits ~~toward~~ for high school subjects ~~to be applied toward~~ graduation. ~~Credit shall be awarded~~ for:

- Standards-based course work that constitutes satisfactory demonstration of learning in any high school course ~~approved for performance-based credit~~, consistent with 704 KAR 3:305 Kentucky Administrative Regulation;
- Standards-based course work that constitutes satisfactory demonstration of learning in a course for which the student failed to earn credit when the course was taken previously;
- Standards-based portfolios, projects, ~~senior year~~ or capstones projects;
- Standards-based online or other technology mediated courses;
- Standards-based dual credit or other equivalency courses; or ~~and~~
- Standards-based internship, cooperative learning experience, or other supervised experience in the school and the community.

~~Students requesting performance-based credit to apply toward graduation shall make application to the Principal/designee.~~

Performance-based course descriptions shall be developed by teachers in areas for which they are certified and reflect needs indicated in the student's Individual Learning Plan (ILP). The content standards of performance-based courses shall be documented to align with the Kentucky Summative Assessment, Kentucky Academic Standards, and Kentucky Academic Expectations.

### **WORK-BASED LEARNING**

Work-based learning experiences provided by the District shall be conducted consistent with provisions of the Kentucky Department of Education's Work-Based Learning Manual. Prior to a student being assigned to a work-based learning experience, a Work-Based Learning Agreement/Plan shall be completed for the student. Site supervisors are considered volunteers subject to Policy 03.6.

### **COUNCIL RESPONSIBILITY**

Performance-based credits will only be accepted by the Board if previously approved by the high school SBDM Council. It is also the responsibility of the high school SBDM Council to determine the appropriateness of content and courses for performance-based credit. The council shall determine what information must be submitted. Required information may include, but is not limited to the following:

- A description of the proposed course;
- Proposed assessment method(s) (e.g., performance tasks, open-response questions, descriptions of expected products);
- How proficiency will be determined;
- Sample papers, projects or other products that would represent work deserving of credit;
- Proposed check points to track progress.

CURRICULUM AND INSTRUCTION

08.1131 AP.1  
(CONTINUED)

**Performance-Based Credit**

**COUNCIL RESPONSIBILITY (CONTINUED)**

The Council may determine whether the teacher must request additional authorization when a previously approved course must be revised (description, assessment, proficiency determination, checkpoints, etc.).

EXPLANATION: HB 208 AMENDS KRS 156.675 INCLUDING SOCIAL MEDIA IN PROHIBITED MATERIAL TO BE MADE INACCESSIBLE THROUGH SCHOOL TECHNOLOGY. THIS BILL CONTAINS AN EMERGENCY CLAUSE MAKING IT ALREADY IN EFFECT.  
FINANCIAL IMPLICATIONS: NONE ANTICIPATED

CURRICULUM AND INSTRUCTION

08.2323 AP.1

**Student Access to Electronic Media**

The Marion County Board of Education believes the use of technology enhances education and allows access to resources that maximize teaching and learning. The Board supports the privilege of students and staff to have reasonable access to various electronic information sources and believes that this privilege should be used in a responsible and appropriate manner. Electronic access including Internet and e-mail shall be in support of education and research. Personal use of technology should be limited and follow acceptable use guidelines.

**PROCEDURES AND GUIDELINES FOR GAINING ACCESS TO DISTRICT RESOURCES**

The Marion County Schools Acceptable Use Policy specifies acceptable use, rules of on-line behavior, and the penalties for violations. The signed user agreement shall be kept on file as a legally binding document.

All District classrooms are wired and provide access to the District network. Staff members shall have user/e-mail accounts on the network. Staff members are responsible for all activities associated with their account and for the security of their password. Staff members shall sign the District Acceptable Use Policy User Agreement in order to access their account. Staff members using the Infinite Campus Internet Portal shall follow all rules of acceptable use as specified in this policy.

All students may access the District network. Students shall have individual user/e-mail accounts on the network. Students are responsible for all activities associated with their account and for the security of his/her password. Students are not allowed to use network resources or Internet access without reasonable teacher or instructional assistant supervision. All students using the District network shall agree to the Acceptable Use Policy by signing the user agreement, which must also be signed by the parent or legal guardian.

Except in cases involving students who are at least eighteen (18) years of age and have no legal guardian, parents/guardians may request that the school/District:

- Provide access so that the parent may examine the contents of their child(ren)'s email files;
- Terminate their child(ren)'s individual email account and/or Internet access; and
- Provide alternative activities for their child(ren) that do not require Internet access.

Parents/guardians wishing to challenge information accessed via the District's technology resources should refer to Policy 08.2322/Review of Instructional Materials and any related procedures.

The Marion County School District manages student information electronically and students may be able to view their educational record via a secure connection over an Internet Portal. Students using the Infinite Campus Internet Portal shall follow all rules of acceptable use as specified in this policy.

**Access to Electronic Media****NO PRIVACY GUARANTEE**

The Superintendent/designee has the right to access information in any user directory, on the current user screen or in electronic mail. Users are advised not to place confidential or objectionable documents in their user directory. The DTC/designee monitors Internet usage via the Proxy servers and in accordance with SB230. The Proxy logs are maintained for a minimum of sixty (60) days. The DTC/designee may periodically examine Internet activity to detect access to sexually explicit or other objectionable material. The Coordinator shall also periodically monitor electronic mail to ensure that staff or students are using KETS approved mail systems. The Coordinator/designee may also monitor drives and storage devices (flash and jump drives, CDs, etc.) connected to and used on District resources/computers. Users should not expect files stored on District servers or through District provided or sponsored technology services, to be private.

The District shall not reveal any student's personally identifiable information. Photos of students and school events may be posted to the school website, without personally identifiable information, upon written consent from the parent.

**VANDALISM**

Vandalism shall result in a loss of privileges. Vandalism is defined as any attempt to access, harm or destroy data, operating systems or applications of another user, the school's network or any of the agencies of other networks that are connected to KETS Internet structure. This includes the uploading or creation of computer viruses.

**LEGAL ISSUES**

The terms and conditions of this policy shall be interpreted, construed and enforced in accordance with the laws of the state of Kentucky:

- Criminal Damage to Property Law, Class D Felony KRS 512.020
- Unlawful Access to a Computer, Class C Felony KRS 434.840-434.860
- Open Records Law, KRS 61.870-61.884 and KRS 171.410 –171.720
- KRS 156.675; 701 KAR 5: 120

**COPYRIGHTED MATERIALS**

The use of copyrighted material for educational purposes, by school personnel, shall be within the generally accepted uses delineated by applicable law. All employees shall use electronic materials only in accordance with the license agreement under which the electronic materials were purchased or otherwise procured. Electronic materials are defined as computer software, databases, videotapes, compact and laser disks, electronic textbooks or any other copyrighted material distributed in electronic form. Any duplication of copyrighted electronic materials, except for backup and archival purposes, is a violation of the law, unless the license agreement explicitly grants duplication rights. The archival copy is not to be used on a second computer at the same time the original is in use. In addition, illegal copies of copyrighted software shall not be used on District equipment.

**Access to Electronic Media****COPYRIGHTED MATERIALS (CONTINUED)**

The Superintendent/designee shall sign all District software license agreements. The DTC shall have on file a copy of all executed software licenses or original documentation of software purchased by the District. Employees shall have on file a copy of all executed software licenses, the original disk or the original documentation of software purchased for their individual workstations. Employees shall not install any software on individual workstations without permission from the DTC.

**VIOLATIONS OF THE ACCEPTABLE USE POLICY**

Violations of the Acceptable Use Policy may result in the immediate loss of network services. Violations may result in disciplinary action by the school and/or legal action by the Board. The DTC/designee may suspend, deny or revoke specific user accounts at any time. Staff members and students whose accounts have been suspended, denied or revoked do have the following rights:

- To request, in writing, a written statement justifying the action
- To follow the District's grievance procedure.

**NETWORK, E-MAIL, AND INTERNET REGULATIONS**

The use of network and/or Internet accounts must be in support of education and research and be consistent with the educational objectives of the District. Staff members shall reasonably supervise student use of network resources (including, but not limited to, web based interactive tools). Parents/Legal guardians should accept responsibility for guiding their child in the appropriate use of Internet/e-mail.

Only KETS approved e-mail may be utilized on the District network. All District users shall access District resources by logging on and logging off each time they use a computer.

As a user of this network you may not:

- Violate any US or state regulation.
- Share your password or acquire/use someone else's password.
- Access, send, or post objectionable or threatening material, offensive messages, or pictures.
- Alter network accounts or break in to the school's network, or attempt to bypass security measures to gain access to restricted programs.
- Access a chat room on the Internet without authorization from the school.
- Create or share computer viruses.
- Destroy another person's files or trespass in another person's folders, work, or files.
- Use or connect to District resources any storage devices (flash drives, floppies, CDs, external hard drives, etc.) containing inappropriate or objectionable material.
- Monopolize the resources of the network by such things as running large programs and applications, sending massive amounts of mail, accessing unauthorized chat rooms, or playing games (unless considered educational by your teacher).
- Violate any copyright laws or plagiarize (including software copyright laws and digital works).

**Access to Electronic Media****NETWORK, E-MAIL, AND INTERNET REGULATIONS (CONTINUED)**

- Damage computers, computer systems, computer networks, or school/District websites.
- Use the network for illegal activities, private business, profit, political lobbying, or religious statements.
- Use offensive language, threaten, or harass others.
- Reveal any personal information such as your name, address, or telephone number without the written consent of your parents.
- Create or forward chain letters.
- Use any other e-mail account other than KETS-approved standards (MS Exchange).
- Bypass the proxy server or access any website/program that bypasses the proxy server.
- Accessing social media by a student unless authorized to do so by a teacher for an instructional purpose.
- Use technology resources to bully, threaten or attack a staff member or student or to access and/or set up unauthorized blogs and online journals, including, but not limited to Social Media Platforms.

**Note:** Your e-mail account should not be considered private. The DTC shall periodically scan e-mail accounts for objectionable materials and non-compliance.

**Additional rules and regulations concerning use of District technology are available on request from the District Technology Integration Specialist.**

**PERSONALLY OWNED TECHNOLOGY**

Any staff or student wishing to connect personally owned technology devices to the District network must abide by the District Acceptable Use Policy. The District reserves the right to monitor and inspect any personally owned device to the extent reasonably necessary to insure compliance with the District Acceptable Use Policy. Staff and students are solely responsible for their personally owned technology devices. District Technology will not provide support for personally owned devices.

**Access to Electronic Media****1:1 USER AGREEMENT TERMS**

The Marion County School District has initiated a 1:1 **program** for students in an effort to embrace 21st Century Learning. Students will be using these devices in the classroom as a part of routine instruction each day. After reading and returning the required agreement, students will be allowed to take their designated devices home to continue schoolwork. Please remember that the devices are the property of the District and their contents may be viewed at any time. **Students are expected to have their devices with them each day, fully charged and ready for use.**

**GOALS FOR STUDENT USERS**

- Increase student achievement of 21<sup>st</sup> Century Learners through enrichment in the 6 C's.
  - Critical Thinking, Communication, Collaboration, Creativity, Commitment, Content.
- Improve student ownership of learning and the learning process.
- Improve academic engagement and real world connections.
- Increase student academic productivity and organizational skills.
- Increase student access to digital educational resources.
- Enhance teacher's technology integration skills for blended learning environments.

**GUIDELINES**

Student use of the District issued devices falls under the District Acceptable Use Policy for technology. Internet and device use will be monitored through District level management software. Anyone found to be violating acceptable use will be disciplined. All software, applications, and documents stored on the District issued devices are the property of the District and subject to review/monitoring.

**District Devices should NOT:**

- Be modified in any way other than instructed by administration or school personnel.
- Have applied permanent marks, stickers or other decoration placed on the device.
- Be exchanged with anyone.
- Have district asset/inventory tags modified or tampered with in any way.
- Have heavy objects placed on top of them.
- Closing lid with items inside of device (i.e. pencils/pens).

Failure to comply with these guidelines will be treated as a violation of the District Acceptable Use Policy and will be handled according to the school discipline code.

### **Access to Electronic Media**

#### **1:1 USER AGREEMENT TERMS (CONTINUED)**

##### **CARE AND USE OF DISTRICT ISSUED DEVICES**

- Use a soft, lint-free towel to clean the screen—**do not use spray or liquid cleaners.**
- Make sure hands are clean before using device.
- Keep devices away from food and drink.
- Use only the included charger and a standard outlet to charge your device. Charge daily.
- Report software/hardware issues as soon as possible to the Tech Help Desk.
- Keep the District issued device in a climate-controlled environment—do not expose to extreme temperatures.

##### **SAVING DOCUMENTS**

Documents are saved with your device using cloud storage. This will require you to have a District issued Google Apps for Education account. Using this account, you can save, export and import documents. This allows you to access your documents from other devices via the Internet. You can also share your documents with other students or your teacher, and collaborate using the GAFE (Google Apps for Education) domain. (@stu.marion.kyschools.us)

##### **REPORTING TECHNICAL ISSUES**

Errors or problems should be reported as soon as is practical. This can be done by informing the Tech Help Desk, so the issue can be addressed in a timely manner. Damage due to negligence or carelessness will result in the student assuming the financial responsibility of the replacement/repair of the District issued device. Students taking the device from school property must sign and submit the User Agreement Application. Student use of the device off school grounds may be revoked at any time by school and/or district administration.

##### **SECURITY**

Students should only use the District supplied Google Apps for Education account. Students should NEVER share their account passwords with others, unless requested by an administrator.

Students are responsible for following the guidelines and rules set forth in the District Acceptable Use Policy.

Violations of these policies may result in disciplinary actions.

If a violation of the Acceptable Use Policy or discipline code occurs, appropriate consequences will be imposed by school administration.

**Access to Electronic Media**

**1:1 USER AGREEMENT TERMS (CONTINUED)**

**SECURITY (CONTINUED)**

It is expected that students will:

- Maintain control of their assigned District issued device unless otherwise directed by administration.
- Not have the device out around food/drink (breakfast, lunch, snacking).
- Not leave the device unattended.
- Not play games during instructional time.
- Maintain adequate battery charge for school use.

**LOSS OR DAMAGE**

If a District issued device is damaged or lost, please report to the Tech Help Desk as soon as possible. If theft is suspected, a police report must be filed. If an incident happens in the evening, please inform the Tech Help Desk via email immediately and in person by 8:00 AM the following school day.

**GENERAL RULES:**

- **Devices may be monitored by administration at any time.**
- **Administration reserves the right to take a District issued device at any time.**
- **Teachers reserve the right to limit the device use during class.**
- **The device is the property of the District.**

**Access to Electronic Media****1:1 USER AGREEMENT TERMS (CONTINUED)****RELATED COSTS**

Damage/Repair/Replace Fee Schedule		
Issue	Action(s) Necessary	Cost
Accidental Damage	A report must be made immediately to the Tech Help Desk. The device must be returned to the school so that a new or spare device may be issued.	Cost of Repair or Full Replacement Cost (current market)
Intentional Damage	A report must be made immediately to the Tech Help Desk and administration. The device must be returned to the school so that a new or spare device may be issued. Deliberate damage will be referred to an administrator. Any and all appropriate discipline for damage to school property may be enacted.	Cost of Repair or Full Replacement Cost (current market)
Lost	A report must be made immediately to Tech Help Desk and administration and full replacement cost shall be paid.	Replacement cost
	*Device	Replacement cost
	*Power Cord	Replacement Cost
Theft	A report must be made immediately to administration and Tech Help Desk-- A police report must be filed. Investigation will take place.	Cost of Repair or Full Replacement Cost (current market)

Damage/Repair/Replace fees apply from distribution date until date the device is returned to the District.

**REMINDER OF NO PRIVACY GUARANTEE**

District personnel have the right to access information stored in any user directory, on the current user screen or in electronic mail. They may review files and communications to maintain system integrity and ensure that individuals are using the system in accordance with District policies and guidelines. Students should not expect files stored on District servers or through District provided technology services to be private. By accepting these terms and conditions, students waive any right to privacy or confidentiality to material that was created, sent, accessed or stored using a District computing device or District provided account.

**RELATED PROCEDURE:**

08.2321 AP.1

LEGAL: SB 181 PERMITS A PARENT TO SUBMIT WRITTEN CONSENT FOR A DESIGNATED SCHOOL DISTRICT EMPLOYEE OR VOLUNTEER TO COMMUNICATE ELECTRONICALLY WITH A STUDENT OUTSIDE OF THE TRACEABLE COMMUNICATION SYSTEM. EXCLUDES COMMUNICATIONS BETWEEN A PARENT THAT IS A SCHOOL DISTRICT EMPLOYEE OR VOLUNTEER AND HIS OR HER OWN CHILDREN.

FINANCIAL IMPLICATIONS: NONE ANTICIPATED

CURRICULUM AND INSTRUCTION

08.2324 AP.2

Consent for Outside Traceable Communications

A parent may authorize a designated District employee or volunteer, who is not a family member, to communicate electronically with his or her child outside of the traceable communication system.

A completed form for each designated District employee or volunteer shall be filed in the administrative office of the student's school prior to any outside electronic communication being sent and may be revoked by a parent at any time.

Name of Student: \_\_\_\_\_

I hereby consent to authorize the following to communicate with my child outside of the traceable communication system.

Name of employee/volunteer: \_\_\_\_\_

Reason(s) for the communication: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Is Parent to be included on all communications? ☐ Yes ☐ No

Expiration Date for this form's consent: \_\_\_\_\_

My consent does not authorize a District employee or volunteer to engage in inappropriate or sexual electronic communication with my student or be used as a basis of a defense for a District employee or volunteer that engages in inappropriate or sexual electronic communication.

\_\_\_\_\_  
Signature of Parent Date

Any electronic communication with a student outside of the traceable communication system shall comply with all terms of this written consent.

\_\_\_\_\_  
Signature of Employee or Volunteer Date

For administrative office use only:

\_\_\_\_\_  
Received by Date

***THIS DOCUMENT CONTAINS INSTRUCTIONS FOR CREATING YOUR DISTRICT PROCEDURE.***

EXPLANATION: 704 KAR 3:535 AUTHORIZES AND ESTABLISHES MINIMUM REQUIREMENTS FOR THE OPERATION OF FULL-TIME ENROLLED ONLINE, VIRTUAL, AND REMOTE LEARNING PROGRAMS FOR GRADES KINDERGARTEN THROUGH GRADE TWELVE (K-12).

FINANCIAL IMPLICATIONS: ADDITIONAL SEEK FUNDING FOR ONLINE, VIRTUAL STUDENTS

STUDENTS

09.1224 AP.1

**Online, Virtual, and Remote Learning****Procedures shall include at a minimum:**

- a. The purpose of the program, including the ways the program supports the District's postsecondary readiness goals for students;**
- b. Student eligibility criteria;**
- c. The process for enrolling students in the program, including procedures to ensure voluntary placement;**
- d. Procedures for transitioning students out of the program;**
- e. Procedures for the regular, periodic monitoring of the program by the District;**
- f. Procedures for the development and implementation of student Individual Learning Plans; and**

**Implementation of an application and on-boarding process to ensure students and families understand the expectations for students in a full-time enrolled online, virtual, and remote learning program and a determination of candidacy.**

EXPLANATION: THE KENTUCKY DEPARTMENT OF EDUCATION MEDICATION ADMINISTRATION TRAINING MANUAL FOR NON-LICENSED SCHOOL PERSONNEL (2025) RECOMMENDS OVER THE COUNTER MEDICATIONS NOT BE ADMINISTERED IN THE SCHOOL SETTING WITHOUT BOTH A MEDICAL PRACTITIONER'S ORDER AND SIGNED PARENTAL CONSENT.  
FINANCIAL IMPLICATIONS: NONE ANTICIPATED

STUDENTS

09.2241 AP.1

### **Student Medication Guidelines**

#### **STUDENT SELF-MEDICATION**

#### **ALL OTHER MEDICATIONS**

1. The first dose of any new medication should be given at home when possible. Medication that must be given at school should be brought to school by the parent/guardian whenever possible. Medication that is sent to school with the student should be transported in the original container placed in a sealed envelope with the student's name on the outside and given to designated school personnel immediately upon arrival. The medication should be counted, and the number of pills received should be noted on the Medication Administration Record.
- ~~2. Prescribed oral medications in pill or tablet form shall be counted and the number recorded on the Medication Administration Record.~~
- ~~4.3. Any use of opioid antagonist shall comply with KRS 217.186~~
- ~~5.4. School personnel who administer medication shall arrange for the child to take the medication at the proper time.~~
- ~~6.5. Unless otherwise approved to self-medicate, students are to be supervised by an authorized individual when taking medication. The person supervising the administration of medication must keep a written record.~~

#### **PRESCRIPTION MEDICATIONS**

### **Student Medication Guidelines**

#### **PRESCRIPTION MEDICATIONS (CONTINUED)**

"Controlled/scheduled medications" are medications that are potentially addictive and are regulated under the Controlled/Scheduled Substance Act of 1970. The following are the procedures related to the administration and storage of controlled/scheduled medications:

- Kept under double lock and key
- Kept separate from other medications
- Signed out each time a dose is administered
- Trained staff shall count and record the number of remaining pills on the student's medication record each time a dose is administered.

#### **NONPRESCRIPTION MEDICATIONS**

Except for medications approved for self-administration, all medication given must be immediately documented on a medication log. Records must be kept on file in the student's cumulative folder. Documentation should be complete, reflecting beginning and ending dates and notations of missed doses and absences. Subject to confidentiality requirements in Policy 09.14 and accompanying procedures, medication recording sheets shall be filed in the student's cumulative folder when completed or when the medication is changed/discontinued.

**Student Medication Guidelines****DISPOSAL OF UNUSED MEDICATION**

Notice shall be mailed to the parent/guardian prior to the end of the school year informing them that their child has medication remaining and that it must be picked up by the parent/guardian. If the medication is not retrieved, the school nurse or designated staff member, with a witness present, shall count the number of any pills or tablets remaining and document the amount on the Medication Log. Leftover prescription medication may then be mixed with a designated substance, such as glue for pills and kitty litter for liquids, and placed in a trash receptacle or destroyed in accordance with current health care standards. Both parties shall sign the Medication Log when this is completed. All medications shall be destroyed if the parent/guardian does not pick them up.

**MEDICATION REFUSAL**

If a child refuses to take medication or is uncooperative during medication administration, documentation shall be made, the parent/guardian and school nurse (if appropriate) will be contacted and medication administration may be omitted. If necessary, a conference may be scheduled with the parent/guardian to resolve the conflict.

**MEDICATION ERROR**

If an error in the administration of medication is recognized, initiate the following steps:

1. Keep the student in the first-aid location. If the student has already returned to class when the error is recognized, have the student accompanied to the first-aid location.
2. Assess the student's status and document.
3. Identify the incorrect dose/type of medication taken by the student.
4. Immediately notify the school administrator and school nurse, if appropriate, of the error, who shall notify the student's parent/guardian.
5. Notify the student's physician/health care provider.
6. If unable to contact the physician/health care provider, contact the Poison Control Center for instructions.
7. Carefully record all circumstances and actions taken, including instructions from the Poison Control Center or physician/health care provider, and the student's status.
8. Complete a "Medication Administration Incident Report" form.

**REFERENCES:**

[KRS 158.834; KRS 158.836; 158.838](#)

[KRS 217.86](#)

[Kentucky Board of Nursing Advisory Opinion Statement #16 Roles of Nurses in the Administration of Medication Via Various Routes \(2023\)](#)

[Kentucky Department of Education Medication Administration Training Manual for Non-Licensed School Personnel \(2025\)](#)

[Controlled/Scheduled Substance Act of 1970](#)

STUDENTS

09.2241 AP.1  
(CONTINUED)

**Student Medication Guidelines**

~~RELATED POLICY:~~

EXPLANATION: THE KENTUCKY DEPARTMENT OF EDUCATION MEDICATION ADMINISTRATION TRAINING MANUAL FOR NON-LICENSED SCHOOL PERSONNEL (2025) RECOMMENDS OVER THE COUNTER MEDICATIONS NOT BE ADMINISTERED IN THE SCHOOL SETTING WITHOUT BOTH A MEDICAL PRACTITIONER'S ORDER AND SIGNED PARENTAL CONSENT.  
FINANCIAL IMPLICATIONS: NONE ANTICIPATED

STUDENTS

09.2241 AP.21

**Permission Form for Prescribed or Over-the-Counter Medication**

<b>Consent for School Health Services</b> <b>Lincoln Trail District Health Department</b> (expires one year from date signed)			
<b>Student Information</b>			
Please print all information and sign and date at the bottom of the page		Home Room Teacher:	Grade:
Last Name	First Name	Middle Name:	
SS/ID#	Birth Date	How many people live in your home?	
Street Address:	City:	Zip:	Does student receive free or reduced lunch? <input type="checkbox"/> Yes <input type="checkbox"/> No
Race (circle) American Indian Black Hispanic Oriental White Other			
Gender: <input type="checkbox"/> Female <input type="checkbox"/> Male	Marital Status: <input type="checkbox"/> Married <input type="checkbox"/> Single		
Passport <input type="checkbox"/> Yes <input type="checkbox"/> No Number:	Other Medical Insurance? <input type="checkbox"/> Yes <input type="checkbox"/> No	Name of Insurance Company:	
Mother:	Home Phone :	Work Phone:	Cell Phone:
Father:	Home Phone :	Work Phone:	Cell Phone:
Legal Guardian:	Home Phone :	Work Phone:	Cell Phone:
Emergency Contact (Other than Parent/Guardian)	Home Phone :	Work Phone:	Cell Phone:
2 <sup>nd</sup> Emergency Contact:	Home Phone :	Work Phone:	Cell Phone:
Primary Care Provider:		Phone Number:	
<b>Student Health History</b>			
<b>Please complete all of the following information that applies to this student:</b>			
1. Significant Medical History: _____			
_____			
2. List all medications taken on a regular basis: _____			
_____			
3. State any allergies (for example, allergies to any medicines or food): _____			
_____			
4. Does anyone smoke in your home? <input type="checkbox"/> Yes <input type="checkbox"/> No			
<b><u>Consent for School Health Services</u></b> I consent to care which may include screening(s), assessment(s), lab test(s), treatment(s), first aid, over-the-counter medicine(s), and any other health service given to me/my child by staff of this school health clinic site. I understand that no guarantees are being made as to the effect of any exam or treatment on me/my child. I authorize the school health clinic to release medical information about my child to his/her primary care provider. I also understand that information obtained for the school physical, including immunization, will be released to my child's school. If my child has Medicaid or KCHIP, I also authorize the school clinic to release this information too, so that Medicaid/KCHIP can be billed for visit to the school clinic. I understand by signing this consent, I acknowledge that I have received a copy of the LTDHD School Health Clinic Privacy Notice. Signature: _____ Date signed: _____ Signed by: Parent/ Legal Guardian/ Student (to sign own consent, must be 18 years or older or emancipated).			

STUDENTS

09.2241 AP.21  
(CONTINUED)

**Delegation of Health Service(s) to School Personnel**

Date: \_\_\_\_\_ School Year: \_\_\_\_\_

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

Employee Name: \_\_\_\_\_

(Print)

Health Service	Employee Initials	Nurse's Initials	F/U Dates
Administration of medications on a daily basis and field trips			
Administration of medications on field trips only			
Asthma and Mini-nebulizer treatments			
Diabetes and blood glucose monitoring (Name of machine)			
Injectable Epinephrine Device administration			
Gastrostomy (G-tube) tube feedings			
Gastrostomy medication administration			
Glucagon administration			
FDA approved seizure rescue medication administration			
Tracheostomy care and suctioning			

I have been instructed on my school District's guidelines for the health services(s) initialed above. I consent to perform the health service(s) initialed. I understand that I am to follow District guidelines as delegated by the school nurse. I acknowledge that I possess the training and skills and have demonstrated competence to safely and effectively perform the health service(s).

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

I have provided training to the individual employee as initialed above in the health service(s) listed, in accordance with school District guidelines. She/he has demonstrated knowledge and competence of this/these health service(s).

\_\_\_\_\_  
School Nurse Signature

\_\_\_\_\_  
Date

STUDENTS

09.2241 AP.21

(CONTINUED)

### Authorization to Give Medication

Medications will be given at school only with written permission from the child's parent(s) or legal guardian. ~~Prescription medications must have the written permission from and~~ the Health Care Provider ~~to administer~~. The medication must be in the original bottle with pharmacy label as proof of Healthcare Provider prescription. Signed permission will expire at end of school year. \_\_\_\_\_

I hereby request school personnel to give the medication described below to my child:

(Student's Name) \_\_\_\_\_ Date of Birth \_\_\_\_\_

This medication has been prescribed for my child by:

~~(Prescription only)~~

Address \_\_\_\_\_

Phone \_\_\_\_\_

These instructions should be followed in giving my child this medicine:

Name of Medicine \_\_\_\_\_

Dosage \_\_\_\_\_

Time of day for dose \_\_\_\_\_

Reason medication is to be given \_\_\_\_\_

Possible reactions or side effects (list) \_\_\_\_\_

\_\_\_\_\_  
Signature of Primary Care Provider \_\_\_\_\_ Date \_\_\_\_\_

NOTE: Over the Counter medications should be in the original container and dated upon receipt, ~~and given no more than three (3) consecutive days without written permission from Healthcare Provider.~~

*I give permission myself/my child to receive the above medication at school according to school policy and expressly waive any liability on behalf of the school or health department as a result of administration of the above medication. I understand that I have the ultimate responsibility for providing the school with an adequate supply of medication to enable the request for medication to be followed. My signature will give permission for exchange of verbal and written communication between the Health Care Provider and the school nurse regarding my child's medical regime.*

Signature of Parent or Legal Guardian \_\_\_\_\_ Date \_\_\_\_\_

Home Phone \_\_\_\_\_

Work Phone \_\_\_\_\_

Emergency contact name \_\_\_\_\_

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

For student health services/procedures not involving medication only, please refer to 09.22 AP.22.
--

STUDENTS

09.2241 AP.21

(CONTINUED)

**Authorization for Self-administration of Medication**

Medications will be given at school only with written permission from the child's parent(s) or legal guardian. ~~Prescription medications must have the written permission from and the Health Care Provider to administer.~~ The medication must be in the original bottle with pharmacy label as proof of Healthcare Provider prescription. Signed permission will expire at end of school year.

I hereby request school personnel allow my child to self-administer the medication described below:

(Student's Name) \_\_\_\_\_ Date of Birth \_\_\_\_\_

This medication has been prescribed for my child by:

Primary Care Provider \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

I hereby attest that this child has been properly instructed and is competent to administer the following medication.

Name of Medicine \_\_\_\_\_

Dosage \_\_\_\_\_

Time of day for dose \_\_\_\_\_

Reason medication is to be given \_\_\_\_\_

Possible reactions or side effects (list) \_\_\_\_\_

Signature of Primary Care Provider \_\_\_\_\_ Date \_\_\_\_\_

I give permission myself/my child to receive the above medication at school according to school policy and expressly waive any liability on behalf of the school or health department as a result of administration of the above medication. I understand that I have the ultimate responsibility for providing the school with an adequate supply of medication to enable the request for medication to be followed. My signature will give permission for exchange of verbal and written communication between the Health Care Provider and the school nurse regarding my child's medical regime.

Signature of Parent or Legal Guardian \_\_\_\_\_ Date \_\_\_\_\_

Home Phone \_\_\_\_\_

Work Phone \_\_\_\_\_

Emergency contact name \_\_\_\_\_

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

Relationship \_\_\_\_\_

## STUDENTS

09.2241 AP.21  
(CONTINUED)

**Dosage Chart 20 - 20**

Students Name: \_\_\_\_\_ Teacher: \_\_\_\_\_  
Medication: \_\_\_\_\_ Dosage: \_\_\_\_\_  
Parent/Guardian: \_\_\_\_\_ Tel: \_\_\_\_\_  
Discontinued Medication: \_\_\_\_/\_\_\_\_/\_\_\_\_  
Parent/Guardian notified to pick up medication: \_\_\_\_/\_\_\_\_/\_\_\_\_

S	P
T	H
U	O
D	T
E	O
N	
T	

**CODES: (a) Absent (W) Withheld \* See NOTES on back page (F) Field Trip (N) No meds available**

DATE	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY			
1.													
2.													
3.													
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31.													
SIGNATURE					INITIAL		SIGNATURE					INITIAL	

STUDENTS

09.2241 AP.21  
(CONTINUED)

### Permission Form for Prescribed or Over-the-Counter Medication

**Date / Notes:**

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There is no handwriting or other markings on the paper.

STUDENTS

09.2241 AP.21

(CONTINUED)

**Authorization to Give Medication: Injectable Epinephrine Device**

Medication will be given at school only with written permission from the child's parent(s) or legal guardian. Emergency medications must have written permission from the Health Care Provider to administer. Signed permission will expire at end of school year.

Student's name \_\_\_\_\_ Date of Birth \_\_\_\_\_

If exposure to allergen occurs activate the following EMERGENCY PLAN OF ACTION:

EMERGENCY PLAN OF ACTION	
1. Administer emergency medication*	
Allergen: (list what child is allergic to) _____	
Medication: _____	
Dosage: _____	
Route: _____	
2. Call EMS (911)	
3. Notify school personnel trained in CPR/First aid to stay with student and initiate CPR if needed prior to EMS arrival.	
4. Notify parent/guardian.	
5. If child needs to be transported via EMS, a parent or school representative will meet student at the hospital.	
<b>"DO NOT HESITATE TO ADMINISTER MEDICATION AND CALL EMS FOR ASSISTANCE!!!"</b>	

If exposure to known allergen is uncertain, continuously observe student for signs and symptoms of an allergic reaction such as:

<u>Systems:</u>	<u>Symptoms:</u>
Mouth -	itching and swelling of the lips, tongue, or mouth
Throat -	itching and/or a sense of tightness in the throat, hoarseness, hacking cough
Skin -	hives, itchy rash, and/or swelling about the face or extremities
Stomach -	nausea, abdominal cramps, vomiting, and/or diarrhea
Lung -	shortness of breath, repetitive coughing, and/or sneezing
Heart -	low and weak heart rate, "passing out"

**\*THE SEVERITY OF SYMPTOMS CAN QUICKLY CHANGE. ALL ABOVE SYMPTOMS CAN POTENTIALLY PROGRESS TO A LIFE-THREATENING SITUATION!**

Injectable Epinephrine Device should be: ☐ kept with child ☐ kept in front office ☐ available during bus transportation ☐ other

This student is both capable and responsible for self-administering this medication: ☐ Yes ☐ No

Signature of MD, APRN, or PA \_\_\_\_\_ Date \_\_\_\_\_

Primary Care Provider \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

*I give permission myself/my child to receive the above medication at school according to school policy and expressly waive any liability on behalf of the school or health department as a result of administration of the above medication. I understand that I have the ultimate responsibility for providing the school with an adequate supply of medication to enable the request for medication to be followed. My signature will give permission for exchange of verbal and written communication between the Health Care Provider and the school nurse regarding my child's medical regime. I hereby give my authorization and consent to trained school personnel to give prompt treatment, as specified above under Emergency Plan of Action, to my child.*

Signature of Parent/ Guardian \_\_\_\_\_ Date \_\_\_\_\_

Home Phone \_\_\_\_\_ Work Phone \_\_\_\_\_

Emergency contact name \_\_\_\_\_ Phone Number \_\_\_\_\_

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**Authorization to Give Medication: Glucagon**

Medication will be given at school only with written permission from the child's parent(s) or legal guardian. Emergency medications must have written permission from the Health Care Provider to administer. In the event of a diabetes emergency, the following procedure should be followed by a school nurse or designated trained personnel. Signed permission will expire at end of school year.

Student's name \_\_\_\_\_ Date of Birth \_\_\_\_\_

If child becomes unconscious or a seizure occurs, activate the following EMERGENCY PLAN OF ACTION:

EMERGENCY PLAN OF ACTION
1. Call EMS (911)
2. Administer emergency medication*
Medication: _____
Dosage: _____
Route: _____
3. Notify school personnel trained in CPR/First aid to stay with student and initiate CPR if needed prior to EMS arrival.
4. Notify parent/guardian.
5. If child needs to be transported via EMS, a parent or school representative will meet student at the hospital.

Glucagon should be: ☐ kept with child ☐ kept in front office ☐ available during bus transportation ☐ other

Signature of MD, APRN, or PA \_\_\_\_\_ Date \_\_\_\_\_

Primary Care Provider \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

*I give permission myself/my child to receive the above medication at school according to school policy and expressly waive any liability on behalf of the school or health department as a result of administration of the above medication. I understand that I have the ultimate responsibility for providing the school with an adequate supply of medication to enable the request for medication to be followed. My signature will give permission for exchange of verbal and written communication between the Health Care Provider and the school nurse regarding my child's medical regime. I hereby give my authorization and consent to trained school personnel to give prompt treatment, as specified above under Emergency Plan of Action, to my child.*

Signature of Parent/ Guardian \_\_\_\_\_ Date \_\_\_\_\_

Home Phone \_\_\_\_\_

Work Phone \_\_\_\_\_

Emergency contact name \_\_\_\_\_

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

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(CONTINUED)

### **Authorization to Give: FDA Approved Seizure Rescue Medication**

Medication will be given at school only with written permission from the child's parent(s) or legal guardian. Emergency medications must have written permission from the Health Care Provider to administer. In the event of a diabetes emergency, the following procedure should be followed by a school nurse or designated trained personnel. Signed permission will expire at end of school year.

Student's name \_\_\_\_\_ Date of Birth \_\_\_\_\_

Seizure information:

**Type of seizure(s)**

- ☐ Absence  
☐ Complex partial seizures  
☐ Generalized tonic-clonic seizures

**Description**

\*Staring, eye blinking, loss of awareness, other \_\_\_\_\_  
\*Remains conscious, distorted sense of smell, hearing, sight, involuntary rhythmic jerking/twitching on one side, other \_\_\_\_\_  
\*convulsions, stiffening, breathing may be shallow, lips or skin may have bluish color, unconsciousness, confusion, weariness, or belligerence when seizure ends, other \_\_\_\_\_

If a seizure occurs, activate the following EMERGENCY PLAN OF ACTION

EMERGENCY PLAN OF ACTION
1. <input type="checkbox"/> Administer emergency medication* FDA approved seizure rescue medication _____mg rectally for seizure lasting > _____ minutes and/or > _____ seizures in _____ hours Possible side effects: _____ <input type="checkbox"/> VNS (vagal nerve stimulator) Magnet <input type="checkbox"/> Other _____
2. Call EMS (911) if: <ul style="list-style-type: none"><li>• Seizure does not stop by itself or with VNS within _____ minutes.</li><li>• Seizure does not stop within _____ of giving FDA approved seizure rescue medication.</li><li>• Seizure lasts more than 5 minutes.</li><li>• Child does not start waking up within _____ minutes after seizure is over.</li><li>• Seizure behavior is different from other episodes.</li><li>• You are alarmed by the frequency or severity of the seizure(s).</li><li>• You are alarmed by the color or breathing of the person.</li><li>• The person is having unusual or serious problems.</li></ul>
3. Notify school personnel trained in CPR/First aid to stay with student and initiate CPR if needed prior to EMS arrival.
4. Notify parent/guardian.
5. If child needs to be transported via EMS, a parent or school representative will meet student at the hospital.

FDA approved seizure rescue medication should be: ☐ kept with child ☐ kept in front office ☐ available during bus transportation

Signature of MD, APRN, or PA \_\_\_\_\_ Date \_\_\_\_\_

Primary Care Provider \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

*I give permission myself/my child to receive the above medication at school according to school policy and expressly waive any liability on behalf of the school or health department as a result of administration of the above medication. I understand that I have the ultimate responsibility for providing the school with an adequate supply of medication to enable the request for medication to be followed. My signature will give permission for exchange of verbal and written communication between the Health Care Provider and the school nurse regarding my child's medical regime. I hereby give my authorization and consent to trained school personnel to give prompt treatment, as specified above under Emergency Plan of Action, to my child.*

Signature of Parent/ Guardian \_\_\_\_\_ Date \_\_\_\_\_

Home Phone \_\_\_\_\_ Work Phone \_\_\_\_\_

Emergency contact name \_\_\_\_\_ Phone \_\_\_\_\_

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(CONTINUED)

**Lincoln Trail District Health Department**

**Privacy and Security of Protected Health, Confidential and Sensitive Information Agreement**

Please Print:

\_\_\_\_\_  
Last Name, First Name, & M.I.

\_\_\_\_\_  
Social Security #

I understand that I may be allowed access to confidential information and/or records in order that I may perform my specific job duties. I further understand and agree that I am not to disclose confidential information and/or records without prior consent of the appropriate authority(ies) in the Local Health Department (LHD).

I understand all information pertaining to personal facts and circumstances obtained by health department staff shall be **confidential**. Any information that can be linked to a specific person though the patient's name, patient identifying number which is or contains his/her social security number, his/her address or telephone number is deemed confidential. Further, I understand that information that would lead to identification of an individual must also be protected as Patient Health Information (PHI). Such information may be in the form of a person's personnel record, medical record, excerpts from the medical record, computer generated reports, computer disks, computer screens, copies of computer screens and conversations which identify the patient. All such information shall be safeguarded against access/use by unauthorized persons and shall be stored out of sight when not in use.

I understand that identities of patients I see and patient specific information I learn from conversations or observations as a student of the local health department are confidential. I will not disclose information about specific individuals without the individual's written consent, except in accordance with written standards or as provided by law. I also understand information may only be disclosed in statistical summarization or another form(s) that does not identify specific individuals. I understand the information provided to external agencies must have the same protections and that persons receiving such information must be aware of governing statutes and regulations.

I understand that accessing or releasing confidential information and/or records, or causing confidential information and/or records to be accessed or released to myself, other individuals, clients, relatives, etc., outside the scope of my assigned job duties would constitute a violation of this agreement and may result in disciplinary action taken against me. I further understand that employees/students may subject themselves to civil and criminal liability, as well as disciplinary action, for the disclosure of confidential information to unauthorized persons.

I understand that the following is not an exhaustive list of all confidential information, but is an attempt to include most of the major examples of such information. In the event of doubts about whether certain information is covered by confidentiality requirements, I understand that I should consult my supervisor.

Under HIPAA, an individual's health care information must be used by the LDH and its employees and agents only for legitimate health purposes like treatment and payment. **45 C.F.R. § 160.101 et seq. and specifically §§ 164.501, 164.514** established standards for privacy of health information under the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Health information that must be kept private and secure is called Protected Health Information (PHI). HIPAA established in Federal Laws the basic principle that an individual's medical records belong to that individual and, with certain exceptions, cannot be used, released or disclosed without the explicit permission of that individual or their legal guardian. This includes disclosing PHI in even casual or informal conversation not related to a legitimate health purpose (like treatment or payment) at any time whether at work or not. HIPAA gives patients/clients of the LHD program and services the right to an explanation of their privacy rights, the right to see their medical records (with some exceptions), the right to request corrections to these records, the right to control the release of information from their records and the right to documented explanations of disclosures by the Cabinet and by others who may have access to this information. Those who violate the rules laid down by HIPAA are subject to federal penalties. For non-criminal violations of the privacy standards, including disclosures made in error, there are civil monetary penalties of \$100 per violation up to \$25,000 per year, per standard. Criminal penalties are imposed for violations of the statute that are done knowingly (on purpose) – up to \$50,000 and one year in prison for obtaining or disclosing protected health information; up to \$100,000 and up to five years in prison for obtaining or disclosing protected health information under "false pretenses;" and up to \$250,000 and up to 10 years in prison for obtaining protected health information with the intent to sell, transfer or use it for commercial advantage, personal gain or malicious harm.

Under **KRS 214.420**, all information in the possession of local health departments concerning persons tested for, having or suspected of having sexually transmitted diseases, or identified in an epidemiologic investigation for sexually transmitted diseases, is strictly confidential. A general authorization of the release of medical or other information is not sufficient to authorize release of this information. Breach of this confidentiality is considered a violation under KRS 214.990.

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**Lincoln Trail District Health Department**

**Privacy and Security of Protected Health, Confidential and Sensitive Information Agreement**  
**(cont.)**

Under **KRS 214.191**, no test results to human immunodeficiency virus are to be disclosed to unauthorized persons.

Information collected from patients pertaining to mental health, alcohol and drug abuse and domestic violence is protected and not to be released without specific written permission from the patient as cited in KRS 304.17A-55 Patient's Right to Privacy Regarding Mental Health a and Chemical Dependency, and 42 CFR Part 2 Confidentiality of Alcohol and Drug Abuse Patient Records. KRS 403.160 allows only the court to determine if domestic violence or child abuse information may be disclosed.

I will \_\_\_ or will not \_\_\_ have access to information, records, or reports concerning persons provided services for Sexually Transmitted Diseases. I understand that data concerning these patients is not to be shared with anyone who is not assigned to STD activities.

Confidentiality of family planning services is required by 42 C.F.R. 59. Section 59.11 state: "All information as to personal facts and circumstances obtained by the project staff about individuals receiving services must be held confidentiality and may not be disclosed without the individual's consent, except as may be necessary to provide services to the patient or as required by law, with appropriate safeguards for confidentiality. Otherwise, information may be disclosed only in summary, statistical or other form which does not identify particular individuals." The confidentiality rules and applicable to all programs or projects, supported in whole or in part by federal financial assistance, whether by grant or by contract, are found at 42 C.F.R. § 50.310, which states: "Information in the records in the possession of programs or projects which is acquired in connection with the requirements of the subpart may not be disclosed in a form which permits the identification of an individual without the individual's consent except as may be necessary for the health of the individual or an may be necessary for the Secretary [of Health and Human Services] to monitor the activities of those programs or projects. In any event, any disclosure shall be subject to appropriate safeguards which minimize the likelihood of disclosures of personal information an identifiable form."

I understand that other types of information may also be protected by confidentiality and that if in doubt as to confidentiality, I should not volunteer information before making certain that the information may be disclosed.

I understand that disclosure or intentional release of personal information against an individual's wishes may also subject me to civil liability, fines and/or incarceration and that I will be prosecuted for any violation of these laws for which I am responsible.

I have read this agreement, understand it and agree to comply with its terms. In addition, it is my responsibility to report violations of this agreement by any employee/student to my supervisor. I acknowledge I have had an opportunity to ask questions and I understand this information. I further agree it is my responsibility to assure the confidentiality of all information which has been issued to me in confidence even after my reemployment with the local health department ceases.

By affixing my signature to this document, I acknowledge that I have been apprised of the relevant laws, regulations and policies concerning access, use, maintenance and disclosure of confidential information and/or records which may be made available to me through my employment in the Local Health Department. I further agree that it is my responsibility to assure the confidentiality of all information that has been issued to me in confidence even after my employment with the agency has ended.

I have read the above, received a copy of the Local Health Department Confidentiality Policy and understand my responsibilities.

\_\_\_\_\_  
Student's Signature      Date

\_\_\_\_\_  
Supervisor's Signature      Date

\_\_\_\_\_  
Witness      Date