

TABLE OF CONTENTS

E--BUSINESS MANAGEMENT

EA	Goals and Objectives
EBA	Insurance Program
	Liability Other Than For Vehicles
EBAA	Worker's Compensation
	Choice of Physician
EBB	Safety
	Safety Rules
	Heating and Lighting
EBBD	Evacuations and Emergencies (See EBBF)
	Planning for Emergencies
EBBE	Emergency and Safety Drills
EBBF	Crisis Planning (See EBBD)
EBC	Security and Safety (JDD, and JDDB)
	Reporting Crimes at School to Law Enforcement
	Reporting Certain Students to Administrators and Staff
	Annual Reports Staff Immunity
	Sample Form, Report to Local Law Enforcement
	Sample Form, Report to Staff Member
ECA	HIPAA Policy (See JRB)
	Staff Training Required
	Compliance Required
	Form, Notice of Privacy Practices
	Form, Health Records, Request for Amendment
ECH	Printing and Duplicating Services (See IIBG)
	Copyright Regulations and "fair use" rules for educators
ED	Student Transportation Management (See EDDA)
EDAA	School Vehicles (Service Center-Owned Buses) (See ED)
	Liability
	Safety
	Speed Limits

Safety Inspection
Scheduling and Routing
Records
Licensing of Drivers
Housing of School Vehicles
Transportation to Summer Athletic Events

EE..... Food Services Management (See EBBD)

Sanitation Inspections
Records
Meal Prices
Free and Reduced Price Meals
Unpaid Meal Charges

EA Goals and Objectives

EA

The service center's business affairs shall be managed in the most economical and efficient manner possible.

The executive director has authority to manage the service center's business affairs.

Approved: 3/21/07

EBA Insurance Program

EBA

All service center-owned property, real and personal, will be insured to cover losses from natural causes, fire, vandalism and other casualties. Insurance shall also cover theft of service center monies.

Liability Other Than For Vehicles

To the extent permitted by law, the board may insure all employees against legal action arising out of the performance of any authorized duties. The board may authorize the service center to join a group-funded pool to provide insurance coverage for the service center.

Approved: 3/21/07

EBA-R Insurance Program

EBA-R

The service center may designate one or more insurance agents of record. The director may work with the insurance agent of record or group-funded pool to develop adequate insurance programs and/or proposals covering the service center's employees and property.

Approved: 3/21/07

EBAA Workers Compensation

EBAA

The service center will participate in workers compensation as required by current statute. The combined workers compensation benefits and salary received under allowed sick leave, or other available leave, shall not exceed one full day's pay.

All employees of the service center shall be covered by workers compensation. Workers compensation coverage is provided for all employees regardless of assignment, length of assignment, and/or hours worked per day. Benefits are for personal injury from accident or industrial diseases arising out of and in the course of employment in the service center.

Approved: 3/21/07

The workers compensation plan will provide coverage for medical expenses and wages to the extent required by statute to those employees who qualify; however, the amount of workers compensation benefits and sick leave benefits shall not exceed a regular daily rate of pay. An employee using sick leave, or other available leave, in combination with workers compensation will be charged for one full or partial day of sick leave, as provided for in the sick leave policy or the negotiated agreement, for each day of absence until the employee's sick leave is exhausted.

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

Choice of Physician

The board shall have the right to choose a designated health care provider to provide medical assistance to any employee who suffers an injury while performing their job. Northeast Kansas Educational Service Center #608 employees assigned to a designated district will utilize the district's designated physician.

Approved: 3/21/07

EBB Safety

EBB

The interlocal shall make reasonable efforts to provide a safe environment for students and employees.

Safety Rules

The executive director and staff shall develop necessary rules and regulations for student safety in school and at school activities.

Heating and Lighting

All interlocal furnaces, boilers and emergency lighting fixtures will be inspected annually to ensure safety for students, interlocal employees and patrons. These devices shall meet minimum state and federal standards.

Approved: 3/21/07

EBBD **Evacuations and Emergencies** (See EBBF)

EBBD

If an emergency interferes with the normal conduct of interlocal affairs, students may be dismissed from school only by the executive director, director of special education or district building administrator. A plan for emergency dismissal of students during the school day shall be developed by the director and approved by the board. A copy shall be filed with the clerk, and procedures for dismissal shall be given to parents and students at the beginning of each school year.

School will not be dismissed early because of an emergency when the safety of students and teachers is better served by remaining at school.

During an emergency period when there is insufficient warning time, the interlocal will keep all students under school jurisdiction and supervision. The staff shall remain on duty to supervise students during this time. Parents may come to school and pick up their children. Students shall be released according to board policy for release of students during the school day.

School Closing Announcements

When the director/building administrator believes the safety of students is threatened by severe weather, health or safety concerns, or other circumstances during the day, parents shall be notified of the school closing by phone call, and/or other announcement. Should it become necessary to close school due to inclement weather, the announcement will be broadcast by local stations including WIBW-TV 13, KTKA-TV 27, as well as WIBW radio stations 580 AM, 94.5 FM, and wibw.com. If a student's district of enrollment is closed due to inclement weather, the student should stay home.

Bomb Threats

If there is a bomb threat or similar emergency, the principal/director shall see that students are escorted to a safe place. The principal/director shall notify law enforcement agencies of the threat and request a thorough inspection of the buildings and grounds. Other contingencies as noted in the crisis plan shall be followed. If it is determined that no danger exists to the students' safety, and if there is time remaining in the school day, school shall be resumed.

Planning for Emergencies

Each building principal 's emergency procedures will be made available to their respective interlocal employees. As appropriate, portions of the crisis plan developed shall be held in strict confidence by staff members having direct responsibility for implementing the plan.

KASB Recommendation: 7/96; 4/07; 12/20

Keystone Approved: 3/07; 1/21

EBBE Emergency Drills

EBBE-1

Building principals shall be responsible for scheduling and conducting emergency and safety drills as required by law and for ensuring students are instructed in the procedures to follow during the drills and in an actual emergency.

Each building principal shall develop a written plan for specific emergency drills required by law. The plan shall include specific arrangements for the evacuation of mobility impaired and other individuals who may need assistance from staff members to safely exit the building. Although plans for evacuation are essential, the state fire marshal may grant exemptions to the number or manner of drills required by law with regard to students receiving special education or related services, upon request.

Each principal shall conduct briefings with the staff concerning the emergency plan.

Each teacher shall explain relevant portions of the plan to students under their jurisdiction prior to a date established by the principal. Within one week thereafter, the building principal shall conduct a surprise drill. Other drills shall be held at times determined by the building principal.

The four fire drills and three crisis drills required by law may be scheduled at any time during the school year. However, the two tornado drills required shall be conducted in September and March. All these drills must be conducted by each school during school hours and cannot be made part of regular dismissal at the close of the school day.

Each emergency and safety drill plan shall be reviewed by the Executive Director and filed with the clerk.

KASB Recommendation—7/96; 4/07; 12/18; 6/19

Keystone Approved—3/21/07; 12/18; 6/19

Alternative building principals shall be responsible for scheduling and conducting emergency drills as required by law and for ensuring students are instructed in the procedures to follow during the emergency drill and in an actual emergency.

Each alternative building principal shall develop a written plan for specific emergency drills required by law. The plan shall include specific arrangements for the evacuation of mobility impaired and other individuals who may need assistance from staff members to safely exit the building. Although plans for evacuation are essential, the state fire marshal may grant exemptions to the number or manner of drills required by law with regard to students receiving special education or related services, upon request.

Each principal shall conduct briefings with the staff concerning the emergency plan.

Each teacher shall explain relevant portions of the plan to students under their jurisdiction prior to a date established by the principal. Within one week thereafter, the building principal shall conduct a surprise drill. Other drills shall be held at times determined by the building principal.

The four fire drills and the three crisis drills required by law may be scheduled at any time during the school year. However, the two tornado drills required shall be conducted in September and March. All these drills must be conducted by each school during school hours and cannot be made part of regular dismissal at the close of the school day.

Each emergency and safety drill plan shall be reviewed by the director and filed with the clerk.

KASB Recommendation—7/96; 4/07; 12/18; 6/19

Keystone Approved—3/21/07; 12/18; 6/19

EBBF **Crisis Planning - Alternative High School Program** (See EBBD)

EBBF

The Director of Special Education and or executive director shall make certain that a building crisis plan exists in the Alternative High School. Each plan shall be approved by the respective board before it is implemented.

Approved: 3/21/07

EBBF-R **Crisis Planning - Alternative High School Program**

EBBF-R

A copy of the plan shall be on file in the Alternative High School and with the clerk.

Building principals shall train staff to implement the building plan . As necessary, students and parents will be informed about details of the plan.

Crisis plans shall be subject to regular review by the administration. If a plan is implemented, the board shall receive a report on how well the plan worked. If necessary, the report shall include recommended changes.

Approved: 3/21/07

Security devices may be installed at service center attendance centers. Other measures may be taken to prevent intrusions or disturbances from occurring in service center buildings or trespassing on service center grounds. The service center will cooperate with law enforcement in security matters and shall, as required by law, report felonies and misdemeanors committed at service center, on service center property or at service center-sponsored activities.

Reporting Crimes at Service Centers to Law Enforcement

Any service center employee who knows or has reason to believe any of the following has occurred at the service center, on service center property or at a service center-sponsored activity shall immediately report this information to local law enforcement: an act which constitutes the commission of a felony or a misdemeanor; or an act which involves the possession, use or disposal of explosives, firearms or other weapons as defined in current law.

Reporting Certain Students to Administrators and Staff

Administrative, professional or para-education employees of the service center who have information that a pupil has engaged in the following shall report the information and the identity of the pupil to the principal. The principal shall investigate the matter and if it is determined the student has been involved in the following, the principal shall provide information, and the identity of the student to all employees who are involved or likely to be directly involved in teaching or providing related services to pupil:

Any pupil who has been expelled for conduct which endangers the safety of others.

- Any student who has been expelled for commission of felony type offenses;
- Any student who has been expelled for possession of a weapon;
- Any student who has been adjudged to be a juvenile offender and whose offense, if committed by an adult, would constitute a felony, except a felony theft offense involving no direct threat to human life;
- Any student who has been tried and convicted as an adult of any felony, except theft involving no direct threat to human life.

Annual Reports

The principal of the alternative school shall prepare all reports required by law and present them to the board of education and the state board of education annually. Reports shall not include any personally identifiable information about students. These reports and this policy may be made available upon request to parents, patrons, students, and employees and others who request the information.

Staff Immunity

No board of education, board member, service center director or service center employee shall be liable for damages in a civil action resulting from a person's good faith acts or omission in complying with the requirements or provisions of the Kansas school safety and security act.

Approved: 3/21/07

***EBC SAFETY AND SECURITY* – Sample Form –**

Retype to suit local needs, remove from policy book and file with the clerk and principals. Form could also be included in staff or student handbooks.

Report to Local Law Enforcement USD _____
--

Pursuant to K.S.A. 72-6143, the administrator or other school employee whose signature appears below is reporting the following crimes.

{Briefly describe each incident and the person/s involved in felonies, misdemeanors and weapons}

Date	School/Location	Student/s or Person/s Involved	Brief Description
1.			
2.			
3.			
4.			
5.			

School Districts are required by Federal Law and K.S.A. 72-6311 to protect the privacy rights of students under the age of 18.
--

Signed: _____
Administrator or other school employee.

cc: Superintendent of Schools, USD ____ Student/s file

EBC SAFETY AND SECURITY - Sample Form -

Retype to suit local needs, remove from policy book and file with the clerk and principal. Form could also be included in staff or student handbooks.

Report to Staff Member

Northeast Kansas Educational Service Center #608

Pursuant to K.S.A. 72-6143, administrative, professional or paraeducator employees of a service center who have information that a pupil has engaged in the following shall report the information and the identity of the student to the director. The director shall investigate the matter and if it is determined the student has been involved in the following, the director shall provide information, and the identity of the pupil to all employees who are involved, or likely to be directly involved, in teaching or providing related services to pupil:

- 1. Any student who has been expelled for conduct which endangers the safety of others;*
- 2. Any student who has been expelled for commission of felony type offenses;*
- 3. Any student who has been expelled for possession of a weapon;*
- 4. Any student who has been adjudged to be a juvenile offender and whose offense, if committed by an adult, would constitute a felony, except a felony theft offense involving no direct threat to human life;*
- 5. Any student who has been tried and convicted as an adult of any felony, except theft involving no direct threat to human life.*

You are notified that _____, within the past 365 days, has been expelled, adjudged or convicted for an activity listed above.

Service center staff are required by both Federal Law and K.S.A. 72- 6311 to protect the right of privacy of any student under the age of 18 and the student's family regarding personally identifiable records, files, data and information directly related to the student and his/her family. I acknowledge this responsibility and agree that I will disclose the above information only to other Service center 607 employees and officials. Violation of these privacy rights could include sanctions up to and including termination.

*Signed: _____
Service center employee who receives the report*

*Signed: _____
Administrator or service center employee making report*

ECA HIPAA Policy (Also see JRB)

ECA

The service center shall comply with all applicable Health Insurance Portability and Accountability Act (HIPAA) provisions ensuring the confidentiality of protected health information.

Staff Training Required

The service center shall provide appropriate and timely professional development activities regarding HIPAA requirements.

Compliance Required

All staff shall abide by HIPAA requirements and maintain the confidentiality of protected health information. The service center shall provide notice to staff and students as required by law.

Approved: 3/21/07

Adapt regulation for local use, remove from policy book

and distribute as necessary.

NOTICE OF PRIVACY PRACTICES

**____ Service center _____, HEALTH INSURANCE PLAN
(referred to as the "Group Health Plan", "We" "Our" or "Us" in this document)**

**This notice describes how Protected Health Information (PHI) about You may be used and how
You can get access to the information.**

PLEASE READ IT CAREFULLY.

PHI is individually identifiable information about you. All of the following are examples of PHI:

- demographic information: Your name, address, social security number and date of birth; or
- medical information: relating to your past, present or future physical or mental health that is collected/created/received from you, a health care provider, a health plan, employer or health care clearinghouse; or
- the providing of health care; or
- the past, present or future payment for providing health care to you.

OUR LEGAL DUTY

We are required by applicable federal and state laws to maintain the privacy of your PHI. We are also required to give you this notice about our privacy practices, our legal duties, and your rights concerning your PHI. We must follow the privacy practices that are described in this notice while it is in effect. This notice takes effect on April 14, 2004 or the date coverage became effective for you, whichever is later, and will remain in effect until we replace it.

We reserve the right to change our privacy practices and the terms of this notice at any time, provided such changes are permitted by applicable law. We reserve the right to make the changes in our privacy practices and the new terms of our notice effective for all PHI that we maintain, including PHI we created or received before We made the changes. Before we make a significant change in our privacy practices, we will change this notice and send the new notice to our health plan subscribers at the time of the change.

You may request a copy of our notice at any time. For more information about our privacy practices, or for additional copies of this notice, please contact us using the information listed at the end of this notice.

USES AND DISCLOSURES OF YOUR PHI

We use and disclose PHI about you for treatment, payment and health care operations. For example:

- **Treatment:** We may disclose Your PHI to a doctor, hospital or other health care provider on request when necessary to assist in your treatment. For example, we might disclose your PHI to assist in case managements or precertification activities.
- **Payment:** We may use and disclose Y]your PHI to pay claims from doctors, hospitals and other providers for services delivered to you that are covered by Your health plan. For example, we might disclose your PHI to determine your eligibility for benefits, to coordinate benefits, to examine medical necessity and to issue explanations of benefits to the person who subscribes to the health plan in which you participate. We may disclose your PHI to a health care provider or entity subject to the federal Privacy Rules so they can obtain payment or engage in these payment activities.
- **Health Care Operations:** We may use and disclose your PHI in connection with our health care operations. Health care operations include:
 - Rating our risk and determining contributions for your health plan;
 - Quality assessment and improvement activities;
 - Reviewing the competence or qualifications of health care professionals, evaluating practitioner and provider performance, conducting training programs, accreditation, certification, licensing or credentialing activities
 - Medical review, legal services and auditing, including fraud and abuse detection and compliance;
 - Business planning and development; and

- Business management and general administrative activities, including management activities relating to privacy, customer service, resolution of internal grievances, and creating de-identified PHI or a limited data set.

We may disclose Your PHI to another entity which has a relationship with You and is subject to the federal Privacy Rules, for their health care operations relating to quality assessment and improvement activities, reviewing the competence or qualifications of health care professionals, or detecting or preventing health care fraud and abuse.

ON YOUR AUTHORIZATION: You may give a written authorization to use Your PHI to disclose it to anyone for any purpose. If You give Us an authorization, You may revoke it in writing at any time. Your revocation will not affect any use or disclosure permitted by Your authorization while it was in effect. Unless You give Us a written authorization, We cannot use or disclose Your PHI for any reason except those described in this notice.

TO YOUR FAMILY AND FRIENDS: We may disclose Your PHI to a family member, friend or other person to the extent necessary to help with Your health care or with payment for Your health care. We may use or disclose Your name, location and general condition or death to notify or assist in the notification of (including identifying or locating) a person involved in Your care. Before We disclose Your PHI to a person involved in Your health care or payment for Your health care, We will provide You with an opportunity to object to such uses or disclosures. If You are not present, or in the event of Your incapacity or an emergency, We will disclose Your PHI based on Our professional judgment of whether the disclosure would be in Your best interest.

UNDERWRITING: We may receive Your PHI for underwriting, premium rating or other activities relating to the creation, renewal or replacement of a contract of health insurance or health benefits. We will not use or further disclose this PHI for any other purpose, except as required by law, unless the contract of health insurance or health benefits is placed with Us. In that case, Our use and Disclosure of Your PHI will only be as described in this notice.

DISASTER RELIEF: We may use or disclose Your PHI to a public or private entity authorized by law or by its charter to assist in disaster relief efforts.

PUBLIC BENEFIT: We may use or disclose Your PHI as authorized by law for the following purposes deemed to be in the public interest or benefit:

- As required by law;
- For public health activities, including disease and vital statistics reporting, child abuse reporting, FDA oversight, and to employers regarding work-related illness or injury;
- To report adult abuse, neglect or domestic violence;
- To health oversight agencies;
- In response to court and administrative orders and other lawful processes;
- To law enforcement officials pursuant to subpoenas and other lawful processes, concerning crime victims, suspicious deaths, crimes on Our premises, reporting crimes in emergencies and for purposes of identifying or locating a suspect or other person;
- To coroners, medical examiners and funeral directors;
- To organ procurement organizations;
- To avert a serious threat to health or safety;
- In connection with certain research activities;
- To the military and to federal officials for lawful intelligence, counterintelligence and national security activities;
- To correctional institutions regarding inmates; and
- As authorized by state workers compensation laws.

HEALTH RELATED SERVICES: We may use Your PHI to contact You with information about health-related benefits and services or about treatment alternatives that may be of interest to You. We may disclose Your PHI to a business associate to assist Us in these activities. We may use or disclose Your PHI to encourage You to purchase or use a product or service by face-to-face communication or to provide You with promotional gifts.

INDIVIDUAL RIGHTS

- **Access:** You have the right to look at or get copies of Your PHI, with limited exceptions. You may request that We provide copies in a format other than photocopies. We will use the format You request unless We cannot practicably do so. You must make a request in writing to obtain access to Your PHI when You make the request as an exercise of Your HIPAA Privacy rights. Many records are available without making the

request as an exercise of HIPAA Privacy rights. You may obtain a form to request access by using the contact information listed at the end of this notice. If You request copies, We will charge You a fee for the costs of copying, other supplies and postage if You want the copies mailed to You and staff time associated with Your request. For information maintained off-site in archival warehouses or that is not reasonably identifiable and accessible, We will charge the actual cost of the time and other resources required to make the information available. If You request an alternative format, We will charge a cost-based fee for providing Your PHI in that format. If You prefer, We will prepare a summary or an explanation of Your PHI for a fee.

Contact Us using the information listed at the end of this notice for a full explanation of Our fee structure.

- **Disclosure Accounting:** You have the right to receive a list of instances in which We or Our business associates disclosed Your PHI for purposes other than for treatment, payment, health care operations, as authorized by You, and for certain other activities since April 14, 2004 or the date coverage became effective for You, whichever is later. For example, We would account for Your PHI or demographic information We disclose during an audit by a government oversight agency or pursuant to a court order. You must make Your request in writing. We will provide You with the date on which We made a disclosure, the name of the person or entity to whom We disclosed Your PHI, a description of the PHI We disclosed, the reason for the disclosure and certain other information. If You request this accounting more than once in a 12-month period, We may charge You a reasonable, Cost-based, fee for responding to these additional requests. Contact Us using the information listed at the end of this notice for a full explanation of Our fee structure and how to make Your request.
- **Restriction:** You have the right to request that We place additional restrictions on Our use or disclosure of Your PHI. You must make a request in writing if You wish to request additional restrictions. You may obtain a form to request additional restriction by using the contact information listed at the end of this notice. We are not required to agree to these additional restrictions, but if We do, We will abide by Our agreement (except in an emergency). Both Your request and any agreement to additional restrictions must be in writing signed by the person making the request and (for Our agreement) by a person authorized to make such an agreement on Our behalf. We will not be bound unless Our agreement is so stated in writing.
- **Confidential Communications:** You have the right to request that We communicate with You about Your PHI by alternative means or to an alternative location. You must make Your request in writing, and You must state that the information could endanger You if it is not communicated in confidence as You request. We must accommodate Your request if it is reasonable, specifies that alternative means or location and continues to permit Us to collect premiums and pay claims under Your health plan, including issuance of explanations of benefits to the subscriber of the health plan in which You participate. An explanation of benefits issued to the subscriber for health care that You received for which You did not request confidential communications or about the subscriber or others covered by the health plan in which You participate may contain sufficient information to reveal that You obtained health care, even though You requested that We communicate with You about that health care in confidence. Other transactions under the membership may also detract from the level of confidentiality You might obtain from an alternate communication or address.
- **Amendment:** You have the right to request that We amend Your PHI. Your request must be in writing, and it must explain why the information should be amended. If You need information about making a request or amendment, contact Us using the contact information listed at the end of this notice. We may deny Your request if We did not create the information You want amended and the originator remains available or for certain other reasons. If We deny Your request, We will provide You a written explanation. You may respond with a statement of disagreement to be appended to the information You wanted amended. If We accept Your request to amend the information, We will make reasonable efforts to inform others, including giving people Your name, of the amendment and to include the changes in any future disclosures of that information.
- **Electronic Notice:** If You receive this notice on Our web site or by electronic mail (e-mail), You are entitled to receive this notice in written form. Please contact Us using the information listed at the end of this notice to obtain this notice in written form.

QUESTIONS AND COMPLAINTS

If You want more information about Our privacy practices or have questions or concerns, please contact Us using the information listed below. If You are concerned that We may have violated Your privacy rights, or You disagree with a decision We made about access to Your PHI or in response to a request You made to amend or restrict the use or disclosure of Your PHI or to have Us communicate with You by alternative means or at an alternative location, You may complain to Us using the contact information listed below. You also may submit a written complaint to the U.S. Department of Health and Human Services. We will provide You with the address to file Your complaint with the U.S. Department of Health and Human Services upon request. We support Your right to the privacy of Your PHI. We will not retaliate in any way if You choose to file a complaint with Us or with the U.S. Department of Health and Human Services.

HEALTH RECORDS
(Request for Amendment Form)

To: _____, the (Northeast Kansas Educational Service Center #608) privacy official.

From: _____

Date: _____

I request that the service center make the following amendment to protected health information:

I would like the amendment made for the following reason(s):

Note: The reader is encouraged to review policies and/or procedures for related information in this administrative area.

Implemented: (adopt, date)

(Revise Date)

(Northeast Kansas Educational Service Center #608)

Adapt regulation for local use, remove from policy book

and distribute as necessary.

ECH Printing and Duplicating Services (See IIBG)

ECH

The copyright laws of the United States make it illegal for anyone to duplicate copyrighted materials without permission. Severe penalties are provided for unauthorized copying of all materials covered by the act unless the copying falls within the bounds of the "fair use" doctrine.

Any duplication of copyrighted materials by service center employees must be done with permission of the copyright holder or within the bounds of "fair use."

The legal or insurance protection of the service center shall not be extended to school employees who violate any provisions of the copyright laws.

Approved: 3/21/07

Copyright Regulations and "fair use" rules for educators.

Suggested Handbook Language

In accordance with the board of directors policy ECH, the following regulations will be observed to comply with the copyright laws of the United States.

Under the "fair use" doctrine, unauthorized reproduction of copyrighted materials is permissible for such purposes as criticism, comment, news reporting, teaching, scholarship or research. If duplicating or altering a product is to fall within the bounds of fair use, these four standards must be met for any of the purposes:

The Purpose and Character of the Use

The use must be for such purposes as teaching or scholarship and must be nonprofit. Fair use would probably allow teachers acting on their own to copy small portions of work for the classroom but would not allow a school system or an institution to do so.

The Nature of the Copyrighted Work

Copying portions of a news article may fall under fair use but not copying from a workbook designed for a course of study.

The Amount and Substantiality of the Portion Used

Copying the whole of a work cannot be considered fair use; copying a small portion may be. At the same time, however, extracting a short sequence from a 16mm film may be far different from a short excerpt from a textbook, because two or three minutes out of a 20-minute film might be the very essence of that production and thus outside fair use. Under normal circumstances, extracting small amounts out of an entire work would be fair use, but a quantitative test alone does not suffice.

The Effect of the Use Upon the Potential Market for or

Value of the Copyrighted Work

If resulting economic loss to the copyright holder can be shown, even making a single copy of certain materials is an infringement, and making multiple copies can result in greater penalties.

Prohibited Practice

No one may make multiple copies of a work for classroom use if it has already been copied for another class in the same institution; make multiple copies of a short poem, article, story, or essay from the same author more than once in a class term or make multiple copies from the same collective work or periodical issue more than three times a term; make multiple copies of works more than nine times in

the same class term; make a copy of works to take the place of an anthology; and may not make a copy of "consumable" materials, such as workbooks.

Permitted Practice

A teacher may make--for use in scholarly research, in teaching or in preparation for teaching a class--a single copy of the following: a chapter from a book; an article from a periodical or newspaper; a short story, short essay or short poem (whether or not from a collected work); a chart, graph, diagram, drawing, cartoons or picture from a book, periodical or newspaper; may make (for classroom use only and not to exceed one per student in a class) multiple copies of the following: a complete poem (if it has fewer than 250 words and is printed on not more than two pages), an excerpt from a prose work (if the excerpt has fewer than 1,000 words or 10 percent of the work, whichever is less) and one chart, graph, diagram, cartoon or picture per book or periodical.

A library may, for interlibrary-loan purposes, make up to six copies a year of a periodical published within the last five years, make up to six copies a year of small excerpts from longer works, make copies of unpublished works for purposes of preservation and security and make copies of out-of-print works that cannot be obtained at a fair price.

Guidelines for Off-Air Recording of Broadcast

Programming for Education Purposes

A broadcast program may be recorded off-air simultaneously with broadcast transmission (including simultaneous cable retransmission) and retained for a period not to exceed the first 45 consecutive calendar days after date of recording. Upon conclusion of such retention period, all off-air recordings must be erased or destroyed immediately.

Off-air recordings may be used once by individual teachers in the course of relevant teaching activities and repeated once, only when instructional reinforcement is necessary, in classrooms and similar places devoted to instruction within a single building, cluster or campus, as well as in the homes of students receiving formalized home instruction, during the first 10 consecutive school days in the 45 calendar day retention period. "School days" are school session days--not counting weekends, holidays, vacations, examination periods or other scheduled interruptions--within the 45 calendar day retention period.

Off-air recordings may be made only at the request of and used by individual teachers and may not be regularly recorded in anticipation of requests. No broadcast program may be recorded off-air more than once at the request of the same teacher, regardless of the number of times the program may be broadcast.

A limited number of copies may be reproduced from each off-air recording to meet the legitimate needs of teachers under these guidelines. Each such additional copy shall be subject to all provisions governing the original recordings.

After the first 10 consecutive school days, off-air recordings may be used up to the end of the 45 calendar day retention period only for evaluation purposes by the teacher, i.e., to determine whether or not to include the broad-cast program in the teaching curriculum. They may not be used for student exhibition or any other non-evaluation purpose without authorization.

Off-air recordings need not be used in their entirety, but the recorded programs may not be altered from their original content. Off-air recordings may not be physically or electronically combined or merged to constitute teaching anthologies or compilations.

All copies of off-air recordings must include the copyright notice on the broadcast programs as recorded.

Computer Software

Service center employees may make a back-up copy of computer programs as permitted by current Federal Law. Back-up copies may be used for archival purposes only and all archival copies shall be destroyed in the event that continued possession of the computer program should cease to be rightful.

When software is used on a disk-sharing system, efforts shall be made to secure this software from copying.

Illegal copies of copyrighted programs shall not be made or used on school equipment.

Approved by Board of Northeast Kansas Educational Service Center #608: _____ Date

ED Student Transportation Management

ED

Use of buses/vans by the Service Center shall conform to current state law. At times it may be expedient to pay mileage to parents who transport their child to a specified point to meet the bus, or to provide private transportation in lieu of providing bus service. Mileage payments to parents may be made only with board approval.

Except as may be permitted elsewhere in policy, Service Center buses/vans shall not be available for use by outside groups. (See EDDA)

Approved: 3/21/07

EDAA **School Vehicles (District-Owned Buses)**
(See ED, JBCA, and JGG)

EDAA

School buses and other school vehicles will not be loaned, leased, or subcontracted to any person, groups of persons, or organizations except as allowed by law subject to board approval.

Liability

All school vehicles will be adequately insured.

Safety

For the purposes of this policy, “school transportation provider” is defined to include school bus drivers, school passenger vehicle drivers, and other school employees who may transport students.

Every school transportation provider shall have a valid driver’s license. Such drivers shall have full authority and responsibility for the passengers riding in school vehicles.

Students or other persons riding in school buses or school vehicles who violate district policy or bus and/or school vehicle rules will be reported to the proper administrative official. Violations of these policies and/or rules may result in disciplinary action by school officials or reports to law enforcement as appropriate.

Speed Limits

The board may set speed limits for district vehicles, which may be lower than state-allowed maximum speed limits.

Safety Inspection

The superintendent shall be responsible for bus and other transportation inspections.

Defects found in school vehicles shall be repaired as soon as possible. The director of transportation shall be responsible for keeping school vehicles in good operating condition.

Scheduling and Routing

Scheduling and routing shall be the responsibility of the superintendent or the superintendent's designee.

Bus and transportation schedules and routing maps will be updated annually prior to the start of school.

Records

Every school transportation provider will keep accurate records pertaining to each assigned vehicle. The types of records shall be developed by the Keystone administration.

Any record developed by the administration for the purpose of monitoring vehicle use will include, but may not be limited to, the following information: miles driven each trip, gas and oil usage, purpose of the trip, destination, time of departure, and time of return. Such records will be signed by each driver at the conclusion of each trip and submitted to the person responsible for collection of these records. An annual summary report will be used in the compilation of the district's budget. A copy of the annual report may be given to the board on or before the regular board meeting in June or upon request.

Licensing of Drivers

It shall be the responsibility of all school transportation providers to register with the superintendent annually the validity of license certification by the Kansas Department of Revenue. If a school transportation provider's license

is suspended or revoked at any time, the suspension or revocation shall be reported to the superintendent, and the employee shall immediately cease driving a school vehicle and transporting students.

School transportation providers shall receive a copy of this policy annually on registering their driving certification with the superintendent.

Housing of School Vehicles

All school vehicles shall be housed in areas designated by the superintendent. Buses may be housed in the district's central storage area or assigned to a designated driver who may then house the bus as directed.

If district cars or vans are assigned to designated employees, the employee shall be responsible for the proper care, maintenance, and housing of the vehicle either at a district-owned site or at the employee's residence.

Transportation to Summer Athletic Events

The board authorizes the superintendent to approve the use of school buses or other school vehicles in transporting district students to summer athletic activities such as, but not limited to, camps, 7-on-7, and summer league games.

Any staff requests for such use shall be submitted to the superintendent and shall include information concerning the time, date, and duration of trip; the purpose of the transportation; the projected number of students requiring transportation for such event; the type of bus(es) or vehicle(s) requested; which district staff member(s) will be accompanying the student(s) on such trips; and whether or not additional school transportation providers would be required to provide such transport.

The superintendent may grant or deny such requests after taking into consideration the following factors: 1) the expense of providing requested transport; 2) the availability of funds for such purpose; 3) the availability of adequate school staff to chaperone and/or provide transportation; 4) the availability of and/or the coverage of liability insurance for this purpose; 5) priority of assignment and availability of necessary vehicles; 6) Title IX and other fairness considerations in granting use or repeated use to a particular group of student athletes; and 7) other good cause as determined by the superintendent.

Approved:

KASB Recommendation – 7/03; 4/07; 6/10; 12/13; 6/15

Approved: Keystone Board of Directors – August 2015

EE Food Services Management (See EBBD)

EE

A supervisor may be hired by the board to oversee the district's food service program.

Sanitation Inspections

The building principal shall inspect each lunchroom to ensure that proper sanitation procedures are being followed.

Records

The supervisor shall be responsible for keeping food service records required by state and federal laws and regulations.

The supervisor shall be under the direct supervision of the superintendent and shall have control over all aspects of the district's food service programs subject to board policy, rules and state and federal regulations.

Meal Prices

Meal prices shall be determined by the board.

Free and Reduced Price Meals

Parents or guardians of students attending schools participating in federal school meal programs must be informed of the availability of reimbursable school meals and provided with information about eligibility and the process for applying for free or reduced price meals on or before the start of school each year.

Unpaid Meal Charges

The district's meal charging requirements are as follows.

A charge account for students paying full or reduced price for meals may be established with the district. Students may charge no more than {\$20 worth of} meals to this account. Charging of a la carte or extra items to this account will not be permitted.

Any student failing to keep his/her account solvent as required by the district shall not be allowed to charge further meals until the negative account balance has been paid in full. However, such students will be allowed to purchase a meal if the student pays for the meal when it is received. Students who have charged the maximum allowance to this account and cannot pay out of pocket for a meal will be provided an alternate meal consisting of a peanut butter, peanut butter alternative, or cheese sandwich and milk.

At least one written warning shall be provided to a student and his/her parent or guardian prior to denying meals for exceeding the district's charge limit. If payment of the negative balance is not received within 5 working days of the maximum charge limit being attained, the debt will be turned over to the superintendent or superintendent's designee for collection in accordance with board policy DP. If the debt is not paid within 10 days of mailing the final notice of the negative account balance under policy DP, it shall be considered bad debt for the purposes of federal law concerning unpaid meal charges.

Payments for school meals may be made at the JDLA office. Students, parents, and guardians of students are encouraged to prepay meal costs.

The district will provide a copy of this unpaid meal charges policy to all households at or before the start of school each year and to families and students that transfer into the district at the time of transfer. The terms of this policy will also be communicated to all district staff responsible for enforcing any aspect of the policy. Records of how and when it is communicated to households and staff will be retained.

Availability of Meals on Remote Learning Days Due to Severe Weather

When severe weather or poor road conditions due to ice and/or snow threaten the safety of students, the superintendent may close district schools or designate such days as remote learning days pursuant to policy EBBD. On these days, the superintendent of the district of enrollment will determine whether the weather and

road conditions allow for safe passage of students, staff, and parents for the provision, service, and transportation of school meals to students.

If the superintendent determines it is safe to provide meal service on these days, school meals will be provided, although the manner of provision may be modified by the superintendent. If the superintendent determines that it is not feasible due to safety concerns to provide meal service on such days, notice that school meals will not be available on that day will be provided to students, parents, and affected staff members. Any alteration of the usual meal service process on these days will be communicated to staff, students, and parents using regular district communication channels.

Approved:

KASB Recommendation - 4/07; 12/16; 6/21

Keystone Approved – 4/07; 12/16; 6/21