## USD 263 USD 263 Public Schools 2020 / 2021

# Administrator & Director Handbook

The Mulvane School District is an equal opportunity employer.

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## Welcome to the Mulvane School District

#### **Mission Statement**

The mission of the Mulvane Public Schools is to prepare all students with academic and life skills while respecting the diverse social, educational, and cultural characteristics of each individual student.

#### **District Core Values**

Based on a foundation of:

\*Respectful, positive relationships \*Safe learning environments \*Competent, knowledgeable staff \*Appropriate social skills and citizenship \*Professionalism with integrity \*Open and honest communication

#### **Purpose**

This handbook was prepared to provide, in written form, USD 263 policies, procedures, and practices pertaining to employees as defined in this handbook. The handbook has been written in order that uniform conditions of employment and the benefits received by employees as defined in this handbook, which have been accumulated over the years, might be more clearly defined and understood by Board of Education members, employees, staff, and patrons of the district.

The board may adopt new policies and delete or modify existing policies.

The provisions of this handbook apply to the positions listed on page 13 of this handbook other than provisions of the contract that are independently negotiated with the Board of Education. These provisions could include salary, benefits, leave, and other items defined through that process listed on a separate Addendum.

## Personnel

#### **Personnel**

The board will employ such personnel as the needs of the district require. The superintendent or designee will develop appropriate job descriptions for each administrative position in the district. When adopted by the board, such documents shall be filed in the central office.

The board will solicit the recommendations of the superintendent in the appointment, assignment, transfer, demotion, termination, or non-renewal of any personnel. The board may take actions on any of these matters.

#### **Recruitment**

The board delegates to the superintendent the authority to identify and recommend the appointment of qualified individuals to fill vacant positions. All applicants will be screened initially by the superintendent who may use other staff members to assist him/her, and who shall then make recommendations to the board. The board reserves the right to interview recommended candidates and may reject any and all recommendations.

#### Assignment or Transfer

Assignment of administrative personnel shall be recommended by the superintendent subject to approval of the board.

#### **Orientation**

The superintendent will conduct an appropriate administrative orientation program designed to acquaint such personnel with the district, board policies, duties and responsibilities, and other such activities as time and the needs of the district require.

#### Loyalty Oath

As required by K.S.A. 54-106 and K.S.A. 75-4308, all employees shall sign a loyalty oath, and file the oath with the clerk of the board before beginning employment and to be eligible for a paycheck.

#### **Supervision**

The superintendent or designated representative shall be responsible for the supervision of all administrative personnel. The organizational leadership will communicate utilizing the districts chain of command.

#### **Time Schedule**

Administrative time schedules and workloads will be dictated by the terms of the employment contract or work agreement and by assigned responsibilities.

#### Part-Time Administrators / Directors

The board may employ part-time administrators / directors as the needs of the district dictate.

#### **Administrative Intern Program**

The board may cooperate with any approved administrative training institution in the establishment and maintenance of an administrative intern program.

#### **Contracts**

Building administrators contracts will be reviewed each February. The terms and length of each building administrator contract will be determined by the board. After the  $2^{nd}$  year the board may issue multiple year contracts.

#### **Calendar**

The board shall establish a school calendar for each school year.

#### **Administrative Calendar**

Administrators and Directors will refer to the districts calendar for 12 and 10 1/2 month contracts.

#### <u>Holidays</u>

Shall be determined per board adopted calendar.

## **Employment Conditions**

#### Assault and/or Battery

Reporting - An administrator / director who has suffered an assault and/or battery in connection with his/her employment--where such event occurs in school, on school grounds, or while the administrator is engaged in duties at a regularly scheduled school event--shall, within two weeks thereafter, make a written report of the circumstances to the superintendent.

#### **Coaching**

No administrator / director shall serve as coach of any extra curricular activity.

#### **Consulting**

Administrative employees may be excused by the board to perform technical or administrative services as consultants to other districts, government agencies, or private industry. Requests for approval to serve as a consultant will be submitted in writing to the superintendent. If an employee receives payment for services or travel they may be required to take a salary deduction or leave day on the day they performed such services if during normal contracted time with the district.

#### **Gifts**

Administrators are prohibited from receiving gifts from vendors, salesman, or other such representatives.

#### Legal Action

In the event of legal action against an administrator of the district, the provisions of the Tort Claims Act (K.S.A. Article 61) will prevail.

#### **Out-of-School Employment**

Administrative employees shall not be permitted to engage in outside employment which impairs their effectiveness.

## Compensation

#### **Compensation Guides and Contracts**

All administrative personnel will be compensated for their services in conformity with an administrative salary as determined by the board.

#### Salary Placement

Contact the superintendent for current information.

#### Service Stipend

The USD 263 Board of Education shall pay a yearly stipend to all administrators and directors within the district that have completed a specific number of years of service with the Mulvane School District. The stipend shall be part of the contract and will continue until retirement, resignation or termination.

- \$300 20-24 years of service
- \$350 25-29 years of service
- $\circ$  \$400 30-34 years of service
- $\circ$  \$500 35-up years of service

#### **Payroll Information**

Administrators and directors must file with the Payroll Office a Form W4, K4 and a Form I-9. They must also provide document(s) to establish employment authorization and identity per the I9. Administrators must file with Human Resources an official transcript, loyalty oath, and administrative certificate.

#### **Health Assessments**

A health assessment and TB test are required upon initial employment and must be on file with Human Resources. The cost is the responsibility of the employee.

#### Method of Payment

The Board of Education shall pay administrative personnel in 12 equal monthly installments for each contract year. Payroll dates are on or before the 15<sup>th</sup> of each month.

If an administrator resigns or is terminated for any cause (including illness) before serving a full year, his or her salary shall be adjusted and paid on a daily basis for the total number of contract days his/her contract has been fulfilled. For example, an employee under contract for 215 days whose employment ended after 85 days would be paid 85/215th of the contract salary.

#### Payroll Direct Deposit

USD #263 provides a payroll direct deposit program to its employees at no charge. All employees are encouraged to participate in the payroll direct deposit program.

#### **Complimentary Tickets**

Full-time and half-time employees will be issued one nontransferable Activity Pass to attend high school and middle school events, excluding KSHSAA playoffs. Activity Passes may be used by employee, spouse, and minor children only. Family members must be accompanied by the employee. All Activity Passes must be returned to the Central Office at the time of termination or resignation.

#### **Addendum Contracts**

The term "addendum contract" shall refer to a special class of payments received by administrators as payment for certain specially assigned and accepted services. These may be special services given as a supplemental part of a regular contract(s) or extended services beyond the regular contract period. No additional benefits will accrue during the term of a contract addendum.

All addendum contract assignments are for a single year with subsequent reassignment made on the superintendent's recommendations and Board approval.

Addendum contract salary details shall be offered to the administrator prior to the time the administrator begins to perform the responsibilities of the assignments. Contracts shall be issued as soon as possible after approval is given for same.

## **Benefits & Services**

#### **Benefits and Services**

- 1. Benefits are available under the USD 263 Section 125 cafeteria plan:
- 2. The BOE shall ask the district carrier to provide each employee a description of the benefit coverage provided herein, which shall include a clear description of conditions and limits of coverage as provided above. When requested by the employee, the BOE shall provide applications and, when necessary, information about the program.
- 3. Public Law 99-27-2, Title X, and Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA) will be complied with.
- 4. Administrators and Directors of USD 263 shall be eligible to participate in a flexible fringe benefit program as established by the Board of Education. The USD 263 Board of Education shall retain the right to determine the company or companies of record and shall retain the right to determine the specific programs to be offered under the umbrella of the flexible fringe benefits program.

#### **Health Insurance Fringe Benefit**

The BOE will provide a single health insurance plan. Cash payment instead of insurance is not provided.

#### Kansas Public Employees Retirement System (KPERS)

Administrators qualify for state retirement under the Kansas Public Employees Retirement System (KPERS) and shall be required to be a member of the Kansas Public Employees Retirement System. A percentage of the employee's gross wage is withheld from each pay period for KPERS. The percentage is determined by KPERS. Salaries will be negotiated for administrators that have previously retired from KPERS.

#### **Professional Staff Development**

Membership in professional organizations is the decision and responsibility of the individual administrator. Requests for professional leave and expenses for attending and participating in the conferences and conventions of the professional organizations must be approved by the superintendent in advance. Membership fees to professional organizations will be paid by the district up to \$500.00. Membership in the national organization is required when attending the affiliation's national conference.

#### **Payment for District-Directed Trainings**

If and when the administration directs administrative personnel to take course work to fulfill required assignments or to meet district goals, it is understood that the district will pay the tuition costs of said courses required.

#### Award Credit

Award credit will be reimbursed at the rate of 25% of the average of the actual graduate credit hour tuition costs as of September 1<sup>st</sup> of the contract year for ESU, WSU, FHSU, KSU, and KU not to exceed \$85.00. The rate will be communicated to the staff through orientation paperwork. This will be based on per credit hour tuition.

Administrative staff members shall be paid within the following limitations:

- 1. 6 hours per regular semester
- 2. 12 hours per summer
- 3. Not to exceed 16 hours in any one school year
- 4. Graduate level classes (unless pre-approved by Superintendent/designee)

It is the responsibility of the administrator / director to inform the Professional Development Council (PDC) of his/her desire to receive award credit. The Council will accept or deny applications for award credit. Application for credit will be made to the Council by the Council's September meeting for the fall classes, and by the Council's January meeting for the spring classes. Summer award credit will be submitted to the Council by the May meeting. Any credit requested after the designated times will need to be submitted to the superintendent for approval and prior approvals should be submitted within the semester that the class is taken. Any deviations from these guidelines will be considered on an individual basis.

Request for payment for hours taken can be submitted to the central office on or before January 10th, for hours taken in the Fall semester with payment in February, and on or before September 10th for hours taken in the Spring and Summer semester, with payment in October, provided the administrator / director is under contract to U.S.D. 263 for the ensuing school year. Official transcripts of all award credit hours must be on file in the human resource office prior to approval for payment. Electronic notification from the university of transcripts is acceptable.

#### **403(B) Employer Matching Contribution**

As a part of employment with the School District, administrators and directors are eligible to participate in the employer matching 403(b) retirement plan. The Board of Education will match an Administrative staff member's contribution up to \$50.00 per month.

The BOE retains the right to adopt the 403(B)-employer matching program on a year to year basis. Should the BOE choose to suspend, amend, or terminate the program, notification shall be given to the staff in the period between July 1 and September 15, one-year prior the discounting the program.

**Vesting Schedule -** Employee contributions are 100% vested. This means the value of your contributions and earnings are yours when you leave the District, regardless of years of service. Employer matching contributions are vested according to the following schedule:

Years of Service (completed)	Vesting percentage
0-5 years	0%
6 years	10%
7 years	20%
8 years	30%
9 years	40%
10 years	50%
11 years	60%
12 years	70%
13 years	80%
14 years	90%
15 years	100%

### Travel

#### **Vehicles**

The district shall maintain vehicles for travel. Vehicles may be checked out and used for out-of-district travel. Allocation of vehicles will be made on an "as available" basis. School vehicles should be used, if available, rather than personal vehicles unless specifically allowed by the Superintendent.

#### Out of State & National Trips

All requests for out-of-state or national trips, if known, shall be submitted to the superintendent for approval at the beginning of the respective school year. Out of District travel may require the Board of Education's approval prior to departure so plan accordingly. Requests may be made subsequent to the beginning of the school year as needs and opportunities arise.

#### **Mileage Reimbursement**

The Mileage Reimbursement Policy applies to employees conducting official in-district business from various schools. Mileage will be paid for the distance traveled from the point of origin to each approved site based upon actual distance. All mileage reimbursement must be submitted on the approved mileage log, properly completed and timely submitted by the employee, and approved by the superintendent each month. Mileage will be reimbursed at the rate approved by the Board of Education.

## Leave

<u>**12 Month Administrators / Directors**</u> will accrue 30 days of PTO each school calendar year, advanced in full to the administrator's PTO account when the annual contract begins; but earned at the rate of 7.5 days per quarter.

<u>10 ½ Month Administrators / Directors</u> will accrue 20 days of PTO each school calendar year, advanced in full to the administrator / director's PTO account when the annual contract begins; but earned at the rate of 5 days per quarter.

#### **PTO Scheduling**

To the extent possible, PTO is to be requested and approved by the superintendent in advance. In most cases, one (1) week of advanced notice will be sufficient. Without prior approval of the Superintendent, no more than 3 days personal leave may be taken at one time.

The superintendent reserves the right to deny PTO requests which may have an adverse affect on the operation of the school or cancel previously approved PTO requests if unexpected circumstances arise which require the administrator's attendance at work.

In the event of illness or emergency preventing the administrator from requesting PTO in advance, the administrator must notify the superintendent no later than the start of the school day and explain the need for unscheduled time off.

Regardless of the reason, should unscheduled absences occur with such frequency so as to adversely affect operations and prevent the administrator from meeting their employment obligation of regular and reasonable attendance, the District may take corrective action up to and including termination of employment.

#### **PTO Tracking**

The District will maintain a PTO account in Skyward and track the beginning balance, current balance, accruals, and usage on a school year basis.

#### **PTO Reporting**

Administrators and Directors are responsible for reporting PTO usage in Skyward. PTO taken will be charged against the member's PTO account. Administrator's taking time off in excess of their total available PTO balance shall have such time deducted from their pay for the pay period following the month in which it was taken.

#### **Excused Absence Without Pay in Lieu of PTO**

Administrators carrying PTO balances may not opt to take excused absences without pay in lieu of PTO for purposes of saving accrued PTO time. Administrators with insufficient PTO balances to cover requested periods of time off may be granted excused time off without pay at the discretion of the superintendent.

#### **PTO Usage During Worker's Compensation Leave**

Administrators / Directors will use PTO for absences from work due to a work-related injury until payments under worker's compensation begin.

#### PTO Usage

Employees may draw against the entire balance credited to their account in July with the stipulation that any PTO taken but not earned prior to separation will be deducted from the employee's last paycheck.

Employee's hired after July will be advanced a pro-rated PTO balance at the time of hire based on the number of months remaining in the calendar year.

#### **PTO Account Balance and Carry Forward Limits**

As noted above, the District will maintain a PTO account on Skyward and track the beginning balance, current balance, accruals, and usage on a school year basis. Limits are imposed on the amount of PTO that can be maintained as a balance and on the amount of PTO that can be carried forward from one school year to the next.

Personal leave shall accumulate up to 60 days. Any personal leave accrued past 60 days at any given time will be forfeited.

**10 1/2-month Administrators / Directors** have the ability to roll over up to 10 days of personal leave remaining at the end of the fiscal year into the following year's available leave so long as the Administrator / Director's available personal leave will not exceed 60 days. The 10 ½ month Administrator / Director also has the option to be compensated at the rate of \$100 per day for up to 10 personal leave days per year if such leave is still available at the end of the fiscal year.

**12-month Administrators / Directors** have the ability to roll over up to 15 days of personal leave remaining at the end of the fiscal year into the following year's available leave so long as the Administrator / Director's available personal leave will not exceed 60 days. The Administrator / Director also has the option to be compensated at the rate of \$100 per day for up to 15 personal leave days per year if such leave is still available at the end of the fiscal year.

#### **PTO Balance at Resignation / Termination**

In the event the Administrator / Director is terminated or resigns prior to the end of this contract period, any personal leave which has not been used in the current year as of the date of termination or resignation shall be forfeited, and no additional compensation shall be paid.

#### **PTO Balance at Retirement**

Each Administrator / Director, in good standing upon retirement, shall be reimbursed for unused PTO leave. Reimbursement will be made at a rate of \$25 per 8 hours up to 30 days for a full-time Administrative staff member.

#### Sick Leave Reserve

May be used after all Paid Time Off (PTO) has been utilized except in the case of bereavement or after an absence of three (3) or more consecutive days due to personal illness, a written release from a doctor must be presented stating the employee is capable of returning to work. Sick Leave Reserve shall be allowed for personal illnesses of a staff member or immediate family member. The immediate family is defined as father, mother, sister, brother, husband, wife, son, daughter, grandparents, grandchildren, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law or any persons making his/her home permanently in the household of the staff member. Decisions concerning sick leave reserve will be made by the supervisor, with questionable situations to be referred to Human Resources with final approval of the Superintendent. Once Sick Leave Reserve hours are exhausted, they will not be replenished. Sick Leave Reserve is not a form of compensation upon resignation.

#### Sick Leave Reserve Balance at Retirement

Each Administrator / Director, in good standing upon retirement, shall be reimbursed for unused Sick Leave Reserve. Reimbursement will be made at a rate of \$25 per 8 hours up to 40 days for a full-time Administrative staff member.

#### **Funerals/Bereavement**

In the case of a death in the immediate family, as defined under Sick Leave Reserve, a maximum of 5 days of sick leave reserve may be used for bereavement. If the staff member doesn't have any sick leave reserve then Paid Time Off may be utilized. Each employee may use two (2) days sick leave reserve per year for the death of the person not previously defined as immediate family. Decisions concerning bereavement applications will be made by Human Resources with final approval of the Superintendent. (Rev 9-11)

#### Sick Leave Bank

The Central Sick Leave Bank shall consist of sick leave days, to be contributed by the Support Staff, Directors and Administrators for extending cumulative sick leave in cases of a prolonged medical illness of a staff member or a member of their immediate family, as defined in the leave policies.

The maximum number of days that an employee may draw from the bank is 10 days per school year.

Donations will occur at the regular enrollment period at the beginning of the school year. Total number of eligible days will be determined as of September 1.

Only those members who contribute may draw out leave days from the Central Sick Leave Bank and only after all Paid Time Off and/or sick leave reserve days have been used.

Request for leave from the sick bank is available upon request by submitting the appropriate FMLA paperwork to the Human Resource Department.

The Human Resource Department and Superintendent will oversee the operation of the SLB and will work within the FMLA requirements.

Days in the CSLB will carry over from one school year to the next. An annual review of days in the bank will be conducted.

#### **Pregnancy/Maternity/Paternity/Adoption Leave**

Childbirth shall be considered as any other disability where the employee is unable to perform the essential job functions pursuant to a physician's directive. PTO shall be allowed for use during an absence due to childbirth for the period specified by the attending physician. If the employee does not have any PTO, then Sick Leave Reserve may be used.

Adoption will entitle the employee to the child birth provisions listed above. Leave may be used in order to complete the adoption process and/or for a period of adjustment for the child and parent. This period of adjustment will be in accordance with the recommendation of the adoption agent.

#### Jury Duty

Administrators shall receive their regular duty pay while serving on jury duty and shall reimburse USD 263 all money received for jury duty except that amount allowed for meals and mileage. The same stipulation and benefits shall apply for staff members who must attend a legal proceeding related to school district issues under the requirements of a subpoena.

To be eligible for excused absence for jury duty, the employee must notify the superintendent immediately upon receipt of the notice to serve. Furthermore, he or she must report back to work if released by the court while a reasonable amount of time is left to the end of the day.

#### **Professional Activity**

Administrators may receive their regular pay while serving in elected or appointed leadership positions. Prior approval of the superintendent is required.

## **Evaluation**

#### **Evaluation**

Administrators and directors shall be evaluated in writing by the superintendent in accordance with the minimum statutory requirement for the first four years of employment and at least annually thereafter. The board's procedures concerning evaluation of district administrators shall be on file in the central office.

- 1. To foster school improvement and completion of school and district goals and objectives.
- 2. To encourage self-improvement based on mutually defined professional goals.
- 3. To provide a vehicle for recognition of outstanding service
- 4. To determine if adequate performance levels are being maintained, and to serve as a guide toward summative judgment regarding renewal, non-renewal, or termination.

#### **Access to Evaluation Documents**

Except by order of a court of competent jurisdiction, the evaluation document and responses shall be available only to the following: 1) the employee, 2) BOE, 3) administrative staff designated by the BOE, 4) legal counsel for the BOE, 5) State Board of Education (as provided in K.S.A. 72-7515), 6) other persons specified in writing by the employee.

#### **Response to Evaluations**

After receiving a copy of any written evaluation, the employee has ten working days in which to respond in writing. Such response will become a permanent part of the evaluation document.

#### **Record Keeping**

A copy of all employee records, including written evaluations, shall be kept in the USD #263 Personnel Office at least three years.

#### **Suspension**

The superintendent may suspend any administrator with or without loss of pay or benefits for any one or more of the following reasons:

- 1. Violation of BOE policy, rules, or regulation;
- 2. A clear and present danger to the welfare of the students, professional educators, or school property and equipment exists as a result of the continued service of the administrator;
- **3**. The overall performance of an administrator is of such quality as to render the employee not capable of fulfilling assigned responsibilities of the educational program;
- 4. Other just cause, which is not arbitrary, irrational, unreasonable or irrelevant, is evident and continued supervision would not be helpful or appropriate.

## **Resignation and Termination**

#### **Resignation and Unilateral Termination of Employment**

The BOE will consider a resignation, submitted in writing, of a contract which is in force, although acceptance may be contingent upon the hiring of a suitable replacement or other suitable options.

Either the district or the employee may terminate employment at any time, with or without cause. Employment may be terminated without notice during the first ninety (90) days of employment.

Final paychecks will be issued on the next regular scheduled payday.

Directors are requested to provide a three-week written notice. If you give more than a three week notice but are asked to leave earlier, you will be paid for two weeks at the discretion of the superintendent and BOE approval.

#### Administrative Disciplinary/Termination Procedure

Failure of any administrative employee to implement board policies may result in suspension, demotion, probation, salary freeze, nonrenewal or termination of employment in accordance with procedures set forth in the policies and rules of the USD 263 Policy Handbook.

Subject to the provisions of K.S.A. 72-5451 et seq., the following acts shall be considered grounds for termination of an administrator:

- 1. Conviction of a felony;
- 2. Any act which causes or results in any persistent disruption of the operation of a school building or the school district;
- 3. Unauthorized conversion of the district property for personal or non-district purposes;
- 4. Substantial or persistent violation of BOE policies, rules, or regulations;
- 5. Persistent or willful insubordination;
- 6. Incompetence;
- 7. Immoral conduct which results in an administrator being unable to work effectively;
- 8. Inefficiency;
- 9. Other just causes which are not arbitrary, irrational, unreasonable, or irrelevant to the BOE's task of building up and maintaining an efficient school system.

## **Councils, Cabinets, and Committees (types and appointments)**

Administrative participation on defined district committees and councils is expected. These could include representation on the District Improvement Team, Professional Development Council, IBB, Site Council, Policy or Curriculum review committees, etc.

## Accidents

#### **Reporting**

Accidents which occur in school, on school grounds, or at a regularly scheduled school event shall be reported as soon as possible. An accident report shall be filed with the school nurse or Human Resources. The superintendent shall be notified.

#### Workers' Compensation

Workers' compensation is available to employees. A workers' compensation form shall be filed for staff.

## **Emergency Procedures**

Drills shall be recorded on the form provided by the Kansas State Fire Marshall. This report shall be submitted at the end of the school year to the Director of Operations who will submit it to the Kansas State Fire Marshall in June.

## **Financial Responsibility**

Administrators are responsible for applying correct accounting procedures for all financial activities and fundraisers conducted by their respective site.

## **Public Relations**

Each building administrator oversees the information and timely submission of articles and events to enhance public relations. All requests for information should be submitted in a timely manner.

## **Building Web Sites**

The website is a primary communication tool for parents and patrons. It is a job expectation of each building administrator that the building website is updated with accurate and current information. It is also expected that the use of the website as a communication tool is shared with your building patrons, staff and students. Technical assistance will be directed by the Director of Technology or their designee. Content assistance or review will be directed to the appropriate Central Office administrator.

## **Position Listings**

#### **District Office**

Superintendent of Schools Assistant Superintendent of Educational Services

#### **Mulvane High School**

Principal Assistant Principal Assistant Principal / Athletic Director

#### Mulvane Middle School

Principal Assistant Principal / Athletic Director

#### **Mulvane Grade School**

Principal

**Mulvane Primary School** 

Principal

#### **Special Education**

Director of Special Education Assistant Director of Special Education

#### Directors

Director of Operations / Human Resources Director of Food Service Director of Technology Director of Special Services Director of Finance