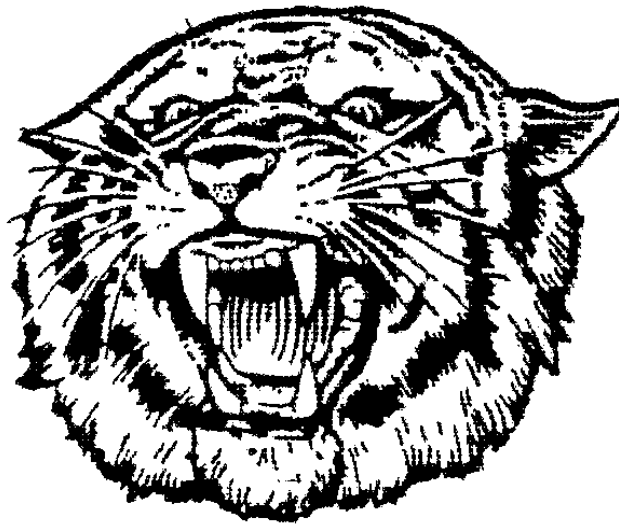


Mulvane USD 263
Special Services Handbook



2020 – 2021

The Mulvane School District is an equal opportunity employer.

USD 263 Mulvane Special Services Handbook

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Section I. Welcome to the Mulvane School District

Special Services Definition

Special Services personnel are those employed in positions for which the Kansas State Board of Education does not require a certificate. Employees agree to follow the rules and regulations set forth by the Board of Education and are responsible for knowledge of these policies and employment expectations.

This handbook is neither a contract nor a substitute for the official district board policies. Nor is it intended to alter the at-will status of noncontract employees in any way. Rather, it is a guide to district policies and procedures related to employment. These policies and procedures can change by the board of education at any time; these changes shall supersede any handbook provisions that are not compatible with the change. For more information, employees may refer to the policy codes that are associated with handbook topics, confer with their supervisor, or call the district office.

All employees shall receive or have on line access to an employee handbook at the beginning of each school year. Signed documentation that each employee has stated they have read the handbook shall become a part of the employee's permanent record.

BOE Policy Statement Regarding Special Services and Governance Procedures

This handbook will be regarded as policy, shall be binding as such and shall be reviewed annually by the Board of Education, Superintendent of Schools and Special Services employee of the district.

This handbook includes only a brief description of the benefits offered by the district and an overview of its policies and procedures. It is designed to be a reference guide as well as to provide initial information to new personnel. Nothing in this handbook in any way creates an expressed or implied contract of employment.

All Special Service work agreements issued to Special Services employees are subject to the terms and provisions of the Kansas Cash Basis Law, K.S.A 10-1101 et seq., and the Kansas Budget Law, K.S.A. 79-2925 et. seq., and amendments thereof or supplements thereto, respectively.

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.

Section II. Employment

Equal Employment Opportunity

The District is an equal opportunity employer and shall not discriminate in its employment practices and policies with respect to hiring, compensation, terms, conditions, or privileges of employment because of an individual's race, color, religion, gender, age, disability or national origin.

Supervisors will assure that positive steps are taken to comply with this policy. They are required to be aware of potential discrimination situations, quickly resolve any discrimination issues that arise, and refrain from retaliation or harassment against any employee involved in the filing, investigation, or resolution of a discrimination claim. All employees are required to cooperate fully with the investigation and resolution of all discrimination complaints. The District has a "Complaint Handling Procedure" designed to address and resolve complaints of discrimination, including retaliation and harassment, as quickly as possible.

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.

Assignment of Personnel

Special Services shall be assigned to various schools at the time of their employment. This assignment shall be made cooperatively by the employee's supervisor/director, principal and Human Resources. These assignments shall be subject to change, if such change is deemed in the best interests of the needs of the district.

Employment Terms

The employment of all new hires must be approved by the Board of Education before the first day of work unless conditional employment is approved by the Superintendent. Each Special Service employee must have the following records/forms on file with the human resource department on or before the first day of employment:

1. Social Security Number
2. Loyalty Oath Form signed and notarized
3. Employee's Withholding Allowance Certificate Form W-4 and K-4
4. Health Certificate
5. Section 125 Cafeteria Plan Enrollment Form (if eligible).
6. KPERS Enrollment Form and Designated Beneficiary Form (if eligible).
7. Application for employment
8. Confidentiality Agreement
9. Copy of current Professional License
10. Official Transcripts

Physical Examinations/Health Certificates

At the time of employment, employees must submit to a physical examination as a condition of employment and be declared in good health and free from any contagious diseases by a qualified medical doctor. The Health Certificate, provided by the Human Resource Department Office, shall be completed and signed by a person licensed to practice medicine, to the HR department which states "that there is no evidence of a physical condition that would conflict with the health, safety, or welfare of the pupils; and that freedom from tuberculosis has been established. If at any time there is reasonable cause to believe any employee is suffering from an illness detrimental to the health of the pupils, the board may require a new certification of health" (KSA 72-5213). The TB test shall be renewed every three years.

Employment Classifications

A full-time employee is defined as an employee who works at least 30 hours per week.

A part-time employee is defined as an employee who works less than 30 hours per week.

Work Agreement / Contract / Work Day

The number of Special Services work days shall be determined and scheduled by the Board of Education. New employees will be issued a "work agreement" when beginning employment with the district. Based on employees evaluations the department director may recommend a contract be issued for subsequent years.

The work day will be established during initial employment and stated on the work agreement.

Training Period

Newly hired Special Services staff shall be employed for a training period of 90 calendar days when school is in session. During the training period, the employee demonstrates their ability to fill the position before being placed on regular status. Employment may be terminated at any time upon recommendation of the immediate supervisor. When the training period has ended, the immediate supervisor will conduct an evaluation to determine if the employee will be recommended for regular status.

Rules and Regulations

Each employee shall be responsible for fulfilling their duties within the rules and regulations of the Board of Education, as well as obligations outlined in the job description. Employees shall not attempt to interpret policy or advice teachers and other employees in regard to administrative and curriculum areas of the school. Care should be taken that employees do not trespass in areas that are not their concern.

Line of Authority

All Special Services personnel shall be directly responsible to the immediate supervisor of the building to which they are assigned; Building Principal, Director, and ultimately, the Superintendent of Schools. They shall assume such duties as assigned by their supervisor and follow the directives of the Building Principal in situations where the children's welfare is at stake, in emergency situations, or in all matters pertaining to the safety of children.

Involuntary Transfers

Transfers of employees may be made by Department Directors in consultation with Human Resources whenever the best interest of the school or the department is served by the transfer.

Employee Requested Transfer

An employee requesting a transfer must submit the request in writing to the Director of Human Resources. This request must be signed by the employee and employee's immediate supervisor. After the transfer request has been received by Human Resources the employee may be interviewed for a posted vacancy. The transfer request only gives the employee the right to be considered for an interview. When more than one employee requests to be transferred to a vacant position, the vacancy will be filled by the best qualified applicant. An employee must meet the requirements for the position to which transfer is requested before consideration may be given to the request. The principal or immediate supervisor will determine the transferee or applicant best qualified to fill the vacancy.

Transfer Notification

Employees will provide a two week notice to their current supervisor when a transfer has been approved. Department Directors/Principals may modify the two week notification policy when a transfer serves the best interest of the District.

Vacancy Announcements

Vacancies for all positions will be posted in all buildings and on the district's website.

Section III. Attendance and Time Off

Leave Options

Full Time Special Services employees will have 10 leave days (71.6 hours) per year. Request for leave are submitted via the AESOP on-line request system and approved by your supervisor at least one week in advance. Under no circumstances shall leave other than for illness/emergency be granted to extend vacation

or holiday periods. No more than three consecutive leave days may be taken without administrative approval. An employee may be paid for unused leave days at the rate of \$80 per day, \$11.17 per hour and/or employee may choose to roll over up to 10 days (71.6 hours) per year into his/her accumulated sick leave account for an accumulated total of no more than 80 days (572.8 hours). Special Services personnel will be paid for the unused current leave days (i.e., 10 days) requested in writing at check out. **All persons, returning or those that have left the district will be paid on the first day of the next school year.**

Each Special Services employee, in good standing upon retirement, shall be reimbursed for unused accumulated sick leave. Reimbursement will be made at a rate of \$12 per 7.16 hours for a full-time Special Services employee and \$6.00 per day for part-time Special Services employees. Payment shall be disbursed on the August paycheck in the Special Services employee's year of retirement

Part Time Special Services employees will receive a prorated amount of leave days. Prorated amount is determined by the approved work hours listed on the work agreement.

Misuse of Leave Provisions

Misuse of any leave provision is subject to disciplinary action up to and including termination.

Leave Time Used and Accumulated

Leave time will be charged in one-hour increments.

Accumulated Sick Leave

This section applies only to leave remaining after the annual ten (10) day (71.6 hours) leave has been utilized. Accumulated sick leave shall be allowed for personal illnesses of a Special Services employee, or for illness or death in the immediate family of the Special Services employee. 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, or any persons making his/her home permanently in the household of the Special Services employee. Accumulated sick leave days will be converted to hours at 7 hours 10 minutes per day. Decisions concerning sick leave applications will be made by the building Principals, with questionable situations to be referred to Human Resources with final approval of the Superintendent.

Bereavement Leave

In the case of a death in the immediate family, as defined under Section III, a maximum of 5 days (35.8 hours) of accumulated sick leave may be used for bereavement. If the certified staff member doesn't have any accumulated sick leave accrued then current year leave must be utilized. If additional time is needed beyond the five accumulated sick leave days then current year leave must be utilized.

Decisions concerning sick leave and bereavement leave should be made by the building Principals and Department Director, with questionable situations to receive the final approval of the Superintendent.

Central Sick Leave Bank

The Central Sick Leave Bank shall consist of sick leave days, to be contributed by the Support Staff, Administrators and Special Service employees 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 vacation, 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.

Definitions

School Year is defined as work agreement year.

Family Medical Leave Act (FMLA)

See BOE Policy GARI

Jury Duty / Subpoena

Full-Time and part-time Special Services employees shall receive their regular daily wages while serving jury duty and shall reimburse USE 263 all money received for jury duty except that amount allowed for meals and mileage. The same stipulation and benefits shall apply for those Special Services employees that are served and must attend a legal proceeding under the requirements of a subpoena.

Section IV. Compensation

Wage Placement

All Special Services employees shall be paid in accordance with the Special Services Wage Scales for each position. New employees may receive one step of placement for every two years of applicable experience to be recommended by the Department Director and approved by the Superintendent.

Time Records

The district complies with all applicable laws that require records to be maintained of the hours worked by our employees. The timesheet used to record your time may vary, depending on your employment status.

Payday

Payroll checks for Special Services non-exempt hourly employees will be issued on or close to the 15th and last day of the month. Exempt, salaried employees will be issued payroll checks on or close to the 15th of the month. Direct Deposit employees will be issued a paper check recap or may elect to receive a wage statement via email. Payroll checks will be issued to employees at their respective designated building work locations.

Direct Deposit

All employees may sign up for direct deposit to have their paychecks automatically deposited into their bank account. Direct deposit forms are available on the district website or by contacting the payroll or HR department.

Extended Work Agreements

Extended work agreements will be issued based on department needs. Employee will be paid an hourly rate.

Service Stipend

The USD 263 Board of Education shall pay a \$200 yearly stipend to all Special Services employees within the district that have twenty (20) years of service or more in the Mulvane School District. The stipend shall be part of the work agreement when the employee has 20 years of service and will continue until retirement, resignation or termination.

Mileage Reimbursement

Special Services employees who travel between buildings as part of their regular duties, will be paid mileage according to BOE approved rates. A mileage log must be submitted for approval monthly.

Section V. Benefits

Section 125 Cafeteria Plan

Special Services employees working .64 FTE or more (from one job and not a combination of jobs) are eligible to participate in the district’s Section 125 Cafeteria Plan. Employees must complete an election form at the beginning of each plan year. New employees shall complete an election form within thirty (30) days of initial employment.

Benefit elections made for the plan year cannot be changed during the plan year unless the employee meets the requirements of “change in family status”, as required under the proposed regulations of IRS Sec. 125. All benefit elections are paid by the employee on either a salary reduction (pre-tax) or salary deduction (after-tax) basis. The following benefits are available under the district’s Section 125 Plan.

- Health Insurance
- Dental Insurance
- Disability Insurance
- Cancer Insurance
- Life Insurance
- Vision Insurance
- Flexible Spending Accounts

Tax Sheltered Annuities

Employees working at least 20 hours per week are eligible to participate in tax-sheltered annuities. An employee wanting to purchase an annuity must file with the Business Manager a “Salary Reduction Agreement” provided by the annuity company. Employees wanting to change their annuity must file with the Business Manager a new “Salary Reduction Agreement” provided by the annuity company. Employees may start, stop or change the annuity at any time during the school year by providing timely notice in writing to the Business Manager.

All annuity contracts shall be for an amount not less than \$200 per calendar year. Employees may not participate in annuity contracts with more than two (2) companies during the same period of time.

The provisions as set forth above shall apply only to tax-sheltered annuities, and shall not apply to other payroll deduction programs effective in U.S.D. 263.

Award Credit Pool

Special Services employees shall be paid \$15.00 per approved credit hour according to the following guidelines:

- The class shall be approved in advance by the employee's supervisor and assistant superintendent or superintendent.
- The employee is eligible to apply for award credit after completing a satisfactory probationary period.
- The class shall be of an educational nature to improve the work assignment or improve employee-client relationships.
- The class shall be at the employee's expense and on their own time.
- Verification of satisfactory completion of the class shall be submitted and on file in the assistant superintendent or superintendent's office prior to approval for payment. Verification of completion could include instructor's signature, grade, or transcript.
- The pool shall be set at \$5,000 with a maximum of \$150.00 available to any one employee during the fiscal year.
- One credit hour shall be defined as 5 hours of attendance time for training/workshop classes.
- One college credit shall be equal to 1 award credit.

Request for payment shall be submitted to central office on or before January 10th for hours taken in the fall semester with payment in February, and or before September 10th for hours taken in the spring/summer semester with payment in October, provided the employee is under contract to U.S.D. #263. (Approved by BOE 6/25/01.)

KPERS (Kansas Public Employees Retirement System)

Special Services personnel, who work in a covered position as defined by KPERS, are required by law to be enrolled in KPERS beginning the first day of employment. An employee contribution as determined by law will be deducted each pay date. Requests for information or questions about procedures should be directed to the district's KPERS Designated Agent.

Early Retirement

A. Philosophy Statement

The BOE of USD 263 will grant early retirement to all certified district employees who qualify. The primary purpose of the early retirement program is to maintain the best possible level of instruction for the students and patrons of the district, to enhance the benefits of employment in the district, and to facilitate the necessary and/or desirable early retirement of employees.

B. Regulations and Guidelines for Early Retirement

1. **Eligibility** - To be eligible for retirement, a certified employee must meet each of the following requirements:
 - a. The employee must have completed a minimum of 15 years of continuous employment in USD 263.
 - b. All years of employment must be at least 1/2 time in order to be counted for eligibility
 - c. The employee must be currently employed by USD 263.
 - d. The total years of certified employment plus the age of the employee must total 85 or more by September 1 of the year of intended retirement (rev. 5/97). The applicant must be intending to retire from KPERS.

e. Up to five (5) years of active military service may be substituted for years of certified employment. (rev. 11/01)

2. **Application** - An employee may apply for early retirement by giving written notice to the Superintendent of Schools. Such notice will be given on or before March 1 of any year preceding the anticipated early retirement date. Superintendent will notify the applicant in writing of the final disposition of the application along with the amount of annual early retirement benefits on or before March 15.

Early Retirement Notification to the BOE:

On or before January 15, the teacher shall receive an incentive stipend of \$350.00.

January 16 through February 15, the teacher shall receive an incentive stipend of \$250.00.

February 16 through March 1 – no incentive stipend will be earned.

3. **Benefits**— An Eligible Employee shall become a Participant beginning on September 1 of the year in which the Employees separates from service with USD 263 after attaining a minimum of 15 years of consecutive years of service with USD 263 which for purposes of the Plan shall include any years where the employee was employed at least half-time. Additionally, the employee must have been employed by USD 263 at the time of separation from service and must have accumulated 85 points under KPERS and be eligible for KPERS retirement benefits accordingly. In order to become a Participant, the employee must notify the Superintendent of Schools of their intent to sever employment and actually sever employment by reason of retirement prior to the beginning of the next Plan Year. For purposes of calculating year of service hereunder, up to 5 years of active duty military service may be substituted for years of certified employment. Each year prior to the beginning of a new Plan Year, USD 263 shall provide to one company selected by the district a list of each Participant, along with a schedule of the amount of non-elective employer contributions to be made to the account of such Participant and the applicable period of time over which such contributions shall be made.

The 12 Consecutive month period ending every August.

Eligible Employees who become Participants as set forth in Section 1.08 of the Plan shall receive an amount equal to 28% of the Participant's "Includible Compensation" during their last year of employment plus an additional 1% of such 28% amount for each year of service with the Employer in excess of 15 years, subject to the Annual Addition and other contribution limits as set forth under the Plan. Such yearly contribution amount shall be prorated and paid to the account of each Participant in a lump sum portion paid into his/her 403b plan each year in September of the year following the retirement, and shall receive payments each year for a maximum of 5 years. Such contributions shall cease upon the earlier of the Participant attaining Normal Retirement Age, as defined under the Plan, or the end of the 5th year which precedes the year in which the participant retired and separated from service with the Employer.

For the purpose of this section of the Plan, the Employer hereby elects pursuant to Treasury Regulation 1.415-2(b), the "Limitation Year" of September 1 to August 31 for each year in which the Plan is in effect.

4. **Terms and Conditions** - The following terms and conditions shall apply to the district early retirement plan:

- a. The BOE retains the right to adopt the early retirement 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 August 15, one year prior to discontinuing the program.
- b. Any applicant meeting the requirements shall be granted such benefits by the BOE if the program is adopted for the following year.
- c. Should the BOE decide to amend, suspend, or terminate the early retirement program in any given year, all staff members who were on the program prior to the non-adoption will continue on the program until all 5 payments under the Plan have been made.
- d. Early retirement benefits shall cease upon the death of the retired employee.
- e. The employee must reach their qualifying age prior to September 1 of their retirement year.
- f. Eligibility for early retirement will be determined by the district office. An employee applying for early retirement shall have the responsibility to provide all facts and information necessary to prove eligibility. The form for application will be provided by the district office.
- g. Should the BOE increase or decrease the index percentage at any given year, employees already retired and having years remaining on retirement benefits shall not be affected by the newly approved index figure for the remaining years of eligibility.
- h. Early retirees will have an opportunity to participate in the district health insurance program at the same premium rate paid by currently employed district employees. The retired employee will be responsible to pay the total cost of the insurance premium. The retired employee is not entitled to any medical benefit contribution made by the BOE to district full time employees. If the current health insurance plan should change, the retiree will have the opportunity to continue with the new plan but will not be permitted to vote on any changes. Retirees shall be eligible to remain on the district health insurance plan only if they continue to reside within the enrollment area as determined by the provider of the applicable district health insurance program. Retirees who move out of the enrollment area of the applicable district health insurance program shall automatically forfeit their eligibility to continue on the district health insurance plan.
- i. To receive early retirement benefits, a certified staff member must be retiring from employment and will cease to continue to receive their retirement benefit if they take another certified staff position in this district. (This condition does not apply to substitute teaching. A retired employee may be employed as a substitute certified staff member without losing retirement benefits.) A teacher qualified for early retirement in U.S.D. #263 may apply for a summer school contract that requires a professional license. These persons could be considered for employment if no other district staff is available due to appropriate licensure requirements and as long as the district is not subject to any additional KPERS requirements. This does not limit the district in advertising for additional candidates for any position.
(rev 4/07)

Fringe Benefits

Special Services employees 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

Eligible participants must be enrolled in the district health insurance on October 1 and must remain on the plan to receive the fringe benefit. A flat rate of \$260 per month will be paid by the BOE towards health insurance premiums. Any Special Services employees having a qualifying event as established by the company of record can become eligible after October 1 for the defined benefit. This will be offered only as a defined benefit. The Board of Education shall retain the right to select the company or companies of record.

Section VI. Safety and Security

Workers' Compensation

U.S.D. 263 provides workers' compensation for all employees. When an employee is injured on the job they will report to the following physician in order to be assured of receiving full coverage of the cost of such services:

**Mulvane Family Medical Center
1004 SE Lois Drive
777-0176**

Supervisor's Responsibility

Employee safety on the job is the primary responsibility of every supervisor or director. It is the supervisor's duty to see that there is complete safety in his or her area at all times. To make the policy effective, every employee of management ensures that work assigned is not hazardous or located in a hazardous area until all steps have been taken to provide for employees safety.

Supervisors must ensure that all employees receive proper job instruction and training on safety and health guidelines and regulations. Work areas are frequently examined to ascertain that the work environment is safe and that employees are working in a safe manner. Any safety and health deficiencies will be corrected immediately. Accidents are investigated and corrective action is initiated where necessary.

Employee Responsibility

Every employee has a specific role in safety efforts. Each employee is expected to participate actively in working safely and observing all safety measures. Each employee is to report every accident and any safety hazard in his or her work area to his or her supervisor. Each employee is to wear the proper personal safety equipment.

Reporting Injuries

Injuries, no matter how minor, are to be reported to your supervisor immediately. If circumstances require first aid, qualified personnel should give the employee first aid treatment.

If the injury or illness is of the nature that the employee can continue to work, the district will assist in an effort to keep the employee from losing time and regular pay. When the injury or illness requires an employee to miss work for 3 or more days, he or she must provide a doctor's statement advising the

district that he or she is under the doctor's care and is unable to work. When absent as such, the employee must stay in contact with the district daily or, if the absence is in excess of one week, he or she must report on the first working day of each week, unless other arrangements acceptable to the district are approved in advance. Before returning to work, the employee must present a statement from the district physician releasing him or her from the doctor's care and is able to resume work.

Employees who sustain an occupational injury or illness will be compensated in accordance with the Kansas Workers' Compensation Act. In order to receive such benefits, the appropriate notification and medical reports must be provided by the employee. Failure to report injuries or illnesses immediately may result in a delay or denial of workers' compensation benefits.

Correcting Deficiencies

The supervisor is responsible for correcting, or causing to be corrected, any hazard that is found as a result of his or her department inspections or investigation of an accident, or is brought to his or her attention by an employee. All corrective action must be followed up to ensure completion.

Accident Investigation

Upon receipt of an investigation form, it shall be completed as soon as possible and returned to the Human Resource Department. Instruction on the form should be followed explicitly.

Discipline

Violation of safety guidelines may result in discipline up to and including termination.

Physical Examination

Any required physical examinations or drug/alcohol testing will be given in strict compliance with the American with Disabilities Act. Medical records shall be maintained in confidence as required by applicable law.

Section VII. Employee Development and Training

Job Performance Evaluation

All employees shall be evaluated annually. The evaluation shall be in writing and shall be performed by the immediate supervisor(s) to whom the employee is directly responsible. The building principal shall consult with the director and sign-off on the evaluation. The evaluation shall be signed by the employee, and the employee shall be given a copy of the evaluation. Evaluations shall be completed prior to April 1 of each school year, and a copy of the completed evaluation shall be forwarded to the Human Resource Department. The written evaluation shall be maintained in the personnel file of the employee for a minimum of three (3) years from the date of the evaluation. The prime objective of the evaluation procedure shall be the improvement of job performance.

Training

Employees may be permitted to attend various workshops and training sessions with prior approval from the building principal and department director.

Personal vehicles should only be used when a district vehicle has been requested and not available. Reimbursement for use of an automobile driven to and from the location of a professional activity will be paid for at a rate established by the Board.

Professional Staff Development

Professional staff development will occur in weekly meetings at the building and / or district level. The student day will begin one hour late each Wednesday to allow for meetings concerning QPA, curriculum, assessment, instruction, technology, staff meetings, and grade level or department meetings. Meetings will begin at the start of the work day and will last for a maximum of one hour. Each meeting will have a well-organized protocol and the agenda will be provided through email or a written notice. Special Services will make it a professional priority to be punctual and to obtain and become familiar with the agenda prior to the meeting.

Section VII. Discipline and Rules

Disciplinary Action

The following procedures are generally utilized with respect to discipline. It is the policy of the district that any conduct in its view that interferes with or adversely affects employment is grounds for disciplinary action ranging from verbal warnings to immediate discharge.

Depending on the conduct, disciplinary steps may be enforced by the following methods in the listed order: verbal warnings, written warnings, suspension, or termination. Warning notices will be placed in the applicable employee's personnel file.

Factors that may be considered in ascertaining the appropriate steps include: (1) seriousness of conduct; (2) employment record; (3) employee's ability to correct conduct; (4) action taken with respect to similar conduct by other employees (5) effect on students and co-workers; and (6) surrounding circumstances. Some conduct may result in immediate dismissal. Examples of behavior that may result in immediate dismissal include: (1) rudeness; (2) theft; (3) coming to work under the influence of an intoxicant or possessing the same on district property; (4) arguing or fighting; (5) false statements (6) insubordination; (7) unauthorized disclosure of any confidential district information; (8) unlawful discrimination or harassment; (9) failure to cooperate with an investigation; and (10) violation of any district rules or regulations of which the employee has been notified. These are only examples of behavior and the list is not intended to be all-inclusive. There will be an investigation to ascertain what occurred and the presence or absence of the factors listed above. Employees are expected to cooperate with the investigation. When there is reason to believe that an employee has violated district policy, action will be taken that is consistent with this policy.

U.S.D. 263 is an "at-will" employer and nothing in this policy is intended to require management to implement or follow a progressive discipline program nor is it meant to alter the employee's at-will status. Further, the district continually updates and reviews policies and, accordingly, its disciplinary procedures are subject to change.

Chain of Command

Employees are to follow the proper "chain of command" by first contacting your immediate supervisor for resolution of problems. Exceptions may be made if the supervisor is the source of the complaint, for example, in a situation involving harassment.

The Human Resource Department will be an available resource for any employee upon request who believes a third party intervention is necessary between the building administrator or department director.

The process is an internal mechanism designed to ensure prompt and impartial consideration of concerns by any employee. The director or principal does not need to agree and be willing to actively participate in

the process. The employee should contact Human Resources to initiate the process and HR will arrange the meeting.

Without formalizing the process it will be expected all participants agree that all matters disclosed and documents produced shall remain confidential. The HR department will prepare a written summary outlining the purpose and resolution of the meeting.

Regardless of the outcome of this process, an employee shall not be retaliated against for raising concerns of this nature brought forward with a good faith belief that a legitimate problem exists between the employee and director or administrator

Sexual Harassment & Racial Harassment

See BOE Policy GAAC and GAACA.

Resignations

In cases of voluntary terminations, the Human Resource Department will conduct an exit interview prior to the last day of work. This interview will serve to ascertain the employee's forwarding address, to discuss insurance conversions, and to obtain further details on the employee's reasons for leaving. The written results will be placed in the employee's personnel file.

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

If you give a two-week notice but are asked to leave earlier by the district, you will be paid through the ending date of your original two-week notice.

Section IX. PROFESSIONAL CONDUCT

Line of Authority

All Special Services personnel shall be directly responsible to the building principal of the building to which they are assigned; Building Principal, Department Director, and ultimately, the Superintendent of Schools. They shall assume such duties as assigned by their supervisor and follow the directives of the Building Principal in situations where the children's welfare is at stake, in emergency situations, or in all matters pertaining to the safety of children.

Section X. Miscellaneous

Personnel Records

Personnel files maintained by the district shall be confidential and in the custody of the Human Resource Department or designee. Employees have the right to inspect their files during regular business hours upon proper notice and under the supervision of an administrator or designated representative.

Address Changes

All address changes must be made with the human resource department before the end of the pay period in which the changes took place.

Care of Facilities

It shall be the responsibility of the custodian to properly supervise the climate controls of their respective building, maintaining appropriate room temperature. Custodians shall remain in supervision of their

buildings while school is in session and shall not leave without first consulting with the building principal. All requests for major items of repair/equipment shall be referred to the Superintendent.

Athletic Passes

The board shall provide each Special Services employee with a pass to district-sponsored activities. The pass will be valid for the employee and guest.

School Lunches

All Special Services employees MUST pay for their school lunch EXCEPT for individuals who work directly with the food service department (an approved list will be provided to each lunchroom) as approved by the Food Service Director. Federal regulations specifically exclude any other staff from receiving free meals.

Communicable Diseases

Whenever an employee has been diagnosed by a physician as having a communicable disease, the employee shall report the diagnosis and nature of the disease to the superintendent so a proper report may be made as required by statute. An employee afflicted with a communicable disease dangerous to the public health shall be required to withdraw from active employment for the duration of the illness in order to give maximum health protection to other district employees and to students. The employee shall be allowed to return to duty upon termination of the illness, when authorized in writing by a physician

Duty Free Lunch

It is the intent of the Board of Education to provide a duty-free lunch. The length of such duty-free lunch is determined by the building operation, age of student and type of meal served.

Special Services Positions

- Speech and Language Pathologist
- Occupational Therapist
- RN Nurses