

**EDUCATIONAL SUPPORT PERSONNEL HANDBOOK
HAYSVILLE USD 261**

The Policies/Procedures in the Haysville Unified School District's Educational Support Personnel Handbook cover the following employee groups

Health Services	Maintenance & Operations
Paraeducators	Library Clerks
Secretarial/Clerical	Transportation
Custodial	Laundry
Information Services	Food Service

The 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 to guide present employees as well as to provide initial information to new personnel.

Nothing in the handbook in any way creates an expressed or implied contract of employment.

BOE Approved

07/21/2008

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I. GENERAL EMPLOYMENT PROVISIONS

A. Application for Employment and Interview

1. An application form must be filed with the Office of Personnel Services. Applications are kept in the active file for one year.
2. An interview will be held with a member of the administrative staff and/or the Director/Supervisor of the department where the position exists.

When an applicant is interviewed for a specific position, a job description will be presented for review, and related duties will be explained by the person conducting the interview. Different qualifications apply to various positions. The applicant will receive salary and benefit information.

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

3. If selected for employment, the applicant will be notified by the personnel office or the department where the position exists.

B. Employment Procedures

1. Process New Employee

- a. All new employees will be required to furnish the Personnel Office with the following:
 - (1) Certificate of Health for School Personnel
 - (2) Employee's Withholding Allowance Certificate Form W-4
 - (3) I-9 Immigration and Naturalization Service Form
 - (4) Payroll Election Form (if applicable)
 - (5) Copy of Social Security Card or Birth Certificate bearing a seal or other certification
 - (6) Copy of Driver's License, State issued I.D. Card with photograph or U.S. Military Card
 - (7) Oath of Affirmation of Office or Employee Form
 - (8) KPERS Application (if applicable)

- b. The Handbook for Support Personnel will be reviewed with all new employees, and a copy of the handbook will be given to them.
- c. Training may be provided with appropriate orientation and continued supervision.
- d. Opportunity will be provided to all employees to develop their assigned functions. Employees are encouraged to develop and submit, through normal supervisory channels, plans or proposals for the improvement of skills, knowledge and technical performance capabilities.
- e. A working environment is to be maintained which is free from discriminatory insult, intimidation, or harassment due to race, color, religion, sex, age, national origin, or disability.

2. Physical Examination Requirement

- a. K.S.A. 72-5213 Certificate of Health for School Personnel:
“Every Board of Education shall require all persons, whether employees of the school district or under the supervision thereof, who come in regular contact with the pupils of the school district, to submit a certification of health signed by a person licensed to practice medicine and surgery under the laws of any state on a form prescribed by the Secretary of Health and Environment. The certification shall include a statement that there is no evidence of physical condition that conflict with the health, safety, or welfare of pupils; and that freedom from tuberculosis has been established by chest x-ray or negative tuberculin skin test. If at any time there is reasonable cause to believe that any such person is suffering from an illness detrimental to the health of the pupils, the School Board may require a new certification of health.”
- b. The expense of obtaining Certification of Health will be borne by the school employee.
- c. A pre-employment physical is required of School Bus Drivers and Substitute School Bus Drivers. Following employment, a physical examination is required every two years.
- d. Present employees transferring into the above position will be required to obtain a physical.

3. Placement on Pay Schedule

- a. Support personnel will be paid in accordance with the pay ranges recommended by the superintendent and approved by the Board of Education. Consideration of the ability, performance, responsibility and experience of employees will be taken into account in establishment of individual pay within the ranges approved by the Board of Education.

New employees to the district may be placed at a rate of pay above the beginning pay range in accordance with their training and experience. The maximum entry level will be step 3 unless an exception is made by the Director of Personnel.

4. Probationary Period

- a. A 90 calendar day probationary period for new employees has been established to allow the employee time to demonstrate ability to fill the position before being placed on regular status.
- b. When the probationary period is ended, the employee will be placed on regular status. Regular status is not a contract or guarantee of permanent employment. Regular status pay will go into effect at the beginning of the next pay period. Annual/Vacation Leave will start at the end of the probationary period.

5. Designated Work Day

- a. The work day will be determined by the employee's immediate supervisor.
- b. Immediate Supervisor
All support staff personnel shall be assigned an immediate supervisor. The school principal is the immediate supervisor for most clerical, paraeducators, playground/lunchroom supervisors assigned to specific schools. Principal may delegate a portion of the supervisory responsibilities to teachers or others working directly with the employee but the ultimate authority remains with the principal. In areas where specific directors/supervisors are designated: food service, transportation, maintenance, custodial, the supervision may be coordinated with the principal involved.

6. Timekeeping and Pay Procedures

a. Time Cards

Personnel paid by the hour shall enter their hours worked on a time card provided for each pay period and obtain their supervisor's signature before the time card is submitted to the Payroll Office.

All employees, except Food Service and Health Service working six (6) hours or more per day must take a thirty (30) minute duty-free lunch break. The thirty (30) minute duty free lunch period will not be counted as time worked. The employee is expected to remain on the premises during the duty-free lunch period unless prior arrangement has been made with the employee's immediate supervisor.

b. Overtime

Overtime will be scheduled by the employee's immediate supervisor and will follow procedures as defined in the Fair Labor Standards Act. All overtime will be paid. There will be no compensatory time.

Flexibility within the regular 40 hour work week is allowed with approval of the immediate supervisor.

c. Pay Periods

Payment of wages will be on or before the twelfth (12th) day of each month.

d. Personnel Data Changes

(1) Support personnel must notify their supervisor and Payroll Office in writing of any changes in name, address, or telephone number.

(2) Any changes in deductions or cancellation of deductions must be submitted in writing to the Payroll Office prior to the cut-off date for any specific pay period.

7. Evaluations

The Haysville School District attempts to employ and retain the best personnel possible. To maintain a high standard of performance, an evaluation system has been established.

Employees will be evaluated by their immediate supervisors.

The first evaluation is conducted after the 90 calendar day probationary period, and the second at the time by May 1.

During the second and third years of employment all regular employees will be evaluated once per year prior by May 1.

All other regular employees shall be evaluated at least once every three years thereafter.

Evaluations may be made on any employee more often than is stipulated if deemed necessary by their supervisor.

All employees are required to sign and date their evaluations. A copy will be given to the employee and a copy will be placed in the employee's personnel file.

Employees may review their personnel file upon request.

8. Transfers

a. Administrative Transfers

Transfers of personnel may be made by the Personnel Office or the employee's supervisor whenever the best interest of the school or the department is served by the transfer.

b. Employee Requested Transfer

An employee requesting a transfer must submit the request in writing to the Assistant Superintendent for Personnel and Learning Services. This request must be signed by the employee and employee's immediate supervisor.

After the transfer request has been received by the Personnel Office, the employee may be interviewed for a position vacancy. The employee will call the administrator listed as contact person on the Vacancy Notice for an appointment prior to the closing date listed on the notice.

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.

c. Vacancy Posted

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

9. Suspension

Support personnel may be suspended with pay or without pay by the Superintendent or his/her designated representative for a term to be determined by the Superintendent.

a. Minor infractions shall normally follow the steps below prior to suspension:

- (1) Any breach of Board policy or other problem the immediate supervisor views as possible cause for suspension shall be reviewed verbally with the employee. *The supervisor should make written notice to the file of such verbal review and the employee will receive a copy of this notice.*
- (2) *Should the employee again breach Board policy or have any other problems,* the immediate supervisor shall hold a conference with the employee and give the employee a written report relative to the deficiencies in the employee's action and what is expected of the employee to correct the problem. A copy of the written report shall be filed in the employee's personnel file *and a copy given to the employee* after it has been reviewed by the Superintendent.
- (3) If problems with the employee continue, the immediate supervisor shall suspend the employee with or without pay and report such action to the superintendent of schools who shall place the consideration of such suspension on the next Board agenda for final action by the Board.

b. Major infractions may result in immediate suspension and/or termination. These shall include but not be limited to: certain violations of law; serious job-related safety violations; and personal behaviors that reflect negatively upon the district.

10. Termination

The Superintendent or his/her designated representative shall have the right to recommend termination of any support personnel to the Board of Education. **Reasons for termination include but are not limited to:**

- (1) Insubordination
- (2) Violation of Board policies
- (3) Inability to perform on the job in a satisfactory manner
- (4) Misrepresentation of skills or qualifications
- (5) Inability to work with other employees in a manner beneficial to the district
- (6) Other reasons which may normally be considered in employee termination by an employer

11. Resignation

Support personnel may request release from employment at their discretion. However, such request will be in writing submitted two (2) weeks in advance of the intended termination date when possible.

II. BENEFITS

A. Group Insurance Benefits - KPERS

1. Employees who have established membership in KPERS have Group Life Insurance and Long Term Disability Coverage. The life insurance provides an insured death benefit which is currently 150% of the member's annual rate of compensation.
2. Disability income benefits provide a monthly benefit on a percentage of the member's annual rate of compensation. To qualify for a disability benefit, a member must be totally disabled for 180 continuous days.
3. Employees should refer to the "KPERS Employee Information Manual" for additional information or call KPERS at 1-888-275-5737.

B. Section 125 Cafeteria Plan

1. Eligible employees may participate in the Section 125 Cafeteria Fringe Benefit Program. The major advantage of the IRS approved cafeteria plan is that payroll deduction amounts for insurance premiums are not subject to income taxes. However, the IRS requires that the plan follow certain rules to qualify for the tax advantage. Details pertaining to the cafeteria plan are available from

the Business Office. Ten month employees who participate in the cafeteria plan will have their July and August premium held out over the 10 months of employment.

C. Longevity Pay for Support Personnel

1. The Board of Education recognizes years of service with the Haysville Public Schools and provides longevity pay established from school district records as an additional compensation to support personnel.

Employees accruing years of service must be considered one-half time and work 180 days or more per year to be eligible.

Longevity pay will be made in one lump sum to the Employee in December following accrued years of service.

2. Longevity Guidelines

- a. Begin work prior to January 1st of year ending June 30th for one year service credit
- b. Consecutive years of service
- c. One-half time employee of 3 ½ hours or more per day
- d. Qualify under the Kansas Public Employees Retirement System Plan
- e. Must be a current employee
- f. After three (3) consecutive years with U.S.D. 261 an employee will be eligible to receive longevity pay of \$500, to increase by \$25 per year for each year of service thereafter. This amount will be prorated in proportion to hours worked

D. Professional Standards Certificate (Secretarial/Clerical)

1. Secretarial/Clerical employees are encouraged to be involved in the National Association of Office Personnel as a method of establishing on-going secretarial professional development. The Board of Education has adopted the following stipend schedule to encourage the professional development of the secretarial staff.

Level	Yearly Stipend Amount
Basic Certificate	\$200
Associate Professional	\$250
Advanced I	\$350
Advanced II	\$450
Advanced III	\$550
Advanced III & CEOE	\$650

E. Paraeducator Career Ladder

1. The Board of Education has adopted a career ladder for instructional paraeducators. The following level definitions have been established to encourage professional development through inservice and college level instruction.

- a. Paraeducator III

High school diploma or equivalent. Must participate in at least four inservice sessions totaling at least 20 hours of inservice training per school year.

- b. Paraeducator IV

High School diploma or equivalent. Requires two years experience as an instructional paraeducator; the completion of 30 semester college hours of approved academic work related to instruction or the completion of 450 clock hours of approved inservice training. (Includes instructional paraeducators in categorical programs for the Hearing Impaired & Blind who meet experience criteria. Paraeducators for the Hearing Impaired must know sign language fluently and be able to readily translate. Paraeducators for the visually impaired must be able to read and write Braille.)

- c. Paraeducators V

Requires three years experience as an instructional paraeducator; the completion of 60 semester college hours of approved academic work related to instruction or an associate degree from an approved paraeducator training program the equivalent of 900 clock hours of approved inservice training. Official transcripts confirming credit hours must be filed in the Personnel Office on or before September 15 to qualify for a high salary classification to be paid during the current school year.

F. Liability Insurance

1. The Board of Education shall provide liability insurance coverage for all employees while acting within the scope of their duties.

G. Retirement Plans

1. Kansas Public Employees Retirement System (KPERs)

Personnel employed by the Haysville Public Schools who have established eligibility, are required by law to participate in the Kansas Public Employees Retirement System, beginning with the employee's first day of employment.

Earlier retirement may be taken in accordance with Kansas Law. Employees who have ten (10) or more years of service, may choose to take early retirement from KPERs whenever the total of age and service equals 85.

Full benefits for retirement from KPERs will be paid:

- a. at age 65.
- b. at age 62 with 10 years of credited service.
- c. when age and credited years of service equals 85.

An employee may retire with reduced benefits as early as age 55 with 10 years of credited service.

2. Early Retirement Program

Eligibility

To be eligible for the USD 261 early retirement program an employee

- a. must have completed not less than 10 years of continuous employment in the district;
- b. must be currently employed by USD 261; and
- c. must qualify under the KPERs plan of 85 and Out or at age 62 with 10 years of KPERs service credit. There is no minimum age requirement on the 85 and Out Plan.

Program Requirements

The Board of Education may alter the program at any time with notification to terminate, suspend, or amend the program given to staff with a 30 day written notice of intent. Staff members already retired

and participating in the program will not be affected by any alternation of the program they originally opted to activate. Should a retired classified employee reapply for a position with USD 261 and be offered such, they become ineligible for any future involvement in any form of district sponsored retirement.

Classified employees electing to participate in the district program must do so within the first 90 days that they

- a. become eligible under the state KPERS plan of 85 and Out or
- b. meet the KPERS eligibility requirement of retirement at age 62 with 10 years of KPERS service whichever occurs first. Those employees electing to take advantage of the early retirement program at a date on or beyond when they are first eligible do so under the following scale:

First Year Eligible	Full Benefits
Second Year Eligible	90% of Base Early Retirement
Third Year Eligible	30% of Base Early Retirement
Fourth Year Eligible	10% of Base Early Retirement

Activation of Program

For a classified employee to activate early retirement benefits, forms for such as provided by the district office must be completed and filed with the superintendent no later than 90 days prior to retirement.

Benefits

Retirees shall be entitled to the following:

- a. Thirty percent of the retiree's final yearly hourly salary.
- b. Overtime payments made during the final year and all supplemental salaries are excluded from the final salary figure used to calculate the retirement benefit.
- c. One percent of the final calculated base benefit for each year of service with the district in excess of 10 years.
- d. An amount equal to 1 day of sick leave for every 3 that have been accumulated at the time of retirement at the employee's current daily rate of pay.
- e. Retirees may remain enrolled in the district sponsored health insurance program if they so desire with billing and scheduled payment premiums established by the business department. Should the district not sponsor a group health insurance plan, the Board of Education is under no obligation to create such for retirees.

- f. The total above amount shall be paid in a single payment on the date of the employee's last pay period unless otherwise arranged for by the employee with the business division and approved by the superintendent.
- g. The total early retirement amount to any classified employee shall not exceed 75 percent of the first step of the salary schedule for certified teacher personnel.

Other Considerations

Those employees that feel that they have unusual or unique circumstances may refer such to the superintendent for research, review, and consideration.

3. Tax Sheltered Annuity

A non-transferable, tax-sheltered annuity program is available to all employees who qualify.

Employees wishing to participate shall complete all forms necessary to implement the contribution or deduction. Such forms must be completed and received by the Business Office on or before the payroll cutoff day of the month such contract is to become effective.

H. Continuation of Group Health Coverage

1. COBRA (Consolidated Omnibus Budget Reconciliation Act PL-99-272). An employee or their qualified beneficiary who would otherwise lose coverage under the district's group health insurance plan as a result of a qualifying event (termination, resignation, etc...) has the right to elect continuing coverage. This continuation coverage is in accordance with the requirements of Federal Law, and is commonly referred to as COBRA.
2. Employees who are vested members, and who choose to take early retirement from KPERS have the right to elect continuing coverage under applicable state law.
3. Details pertaining to continuing coverage of your health plan and your obligations are available from the Business Office.

I. Leaves and Absences

1. General Provisions have been made by the Board of Education for absence from duty in the following categories by support personnel:

- a. Emergency and Legal Leaves
- b. Annual and Sick Leave
- c. Professional Development Leave
- d. Military Leave

2. Attendance

- a. All employees are expected to be regular in attendance and to be at their assigned workstations through the duty day. When it is necessary for an employee to be absent, the employee is expected to notify his/her supervisor before the start of the scheduled work shift.
- b. Absences which are without pre-approved leave and absences which extend beyond the leave balance for the specified reason are subject to review by the immediate supervisor and/or Personnel Division.

3. Accumulated Annual Leave

Annual leave is a benefit granted to employees who must be absent from their employment duties.

All support personnel who work a minimum of three and one-half (3 ½) hours per day on a regular basis shall be credited with annual leave. All full-time employees, seven (7) hours or more per day shall be credited with twelve (12) days annual leave at the beginning of each school year and shall have added to that annual sick leave amount any accumulated, unused days of leave from previous years to a maximum of (130) days. Employees working three and one-half (3 ½) to seven (7) hours per day shall be credited with leave in proportion to their work schedule. Employees may use any of the current year's allocation for sick, personal, bereavement, or snow days. These days are used first and any accumulated leave beyond the current year's allocation can be used for sick leave only. Sick leave may accumulate from year to year for consecutive service only. If an employee is off the payroll at any time during the normal working year, his/her leave accumulation is lost.

Termination Pay: Upon termination with the district, an employee will be paid one third (1/3) of up to the amount of 100 accumulation days of leave.

No salary will be allowed under the provision of this policy for days missed in excess of those accumulated or for reasons other than those specified. In case of termination during the fiscal year (July 1 - June 30), the total accumulated annual leave shall be computed at the rate of one (1) day per month worked to a maximum of the twelve (12) of the total accumulated leave will be deducted from the final salary check, or, if the final check is not of an amount sufficient to cover same, the terminating employee will be expected to reimburse the school district for the difference.

Employees shall notify their principal or immediate supervisor as soon as prudently possible when annual or sick leave is to be taken. The daily rate of pay granted for annual or sick leave will be based on the number of hours the employee works during a normal day.

Sick Leave Bank

There shall be a sick leave bank jointly established for educational support and administrative personnel not covered by the negotiated agreement. The bank shall have the following qualifications:

1. To participate the employee must contribute a day of their annual leave annually. That qualifies the employee for use of the bank, if needed, for the entire plan year, September 1 through August 31.
2. Unused days at the end of a plan year will be carried over to the succeeding year.
3. When the balance of days in the bank drops below 120 in a given plan year, a new donation of days will be necessary.
4. The educational support personnel or administrative employee must have used all of his/her accumulated sick/personal leave (not including vacation leave) to be able to apply for use of the sick leave bank.
5. An application requesting withdrawal of days from the sick leave bank must be filed with a governing committee. That committee will be appointed annually by the superintendent to include representatives of both educational support and administrative personnel.
6. The days drawn from the bank shall be used for the personal prolonged illness of the employee or the extended illness of a member of the immediate family.
7. The maximum number of days that an employee may draw from the bank will be determined by the governing

committee. In no case will that number of days overlap the beginning date of KPERS disability benefits for the employee.

8. An employee who may need to borrow from the bank, would pay back the bank at a rate of one (1) annual leave day per year in addition to the one (1) day contributed for that year's participation, until such time as all days are repaid to the Sick Leave Bank.

Denial of the application to withdraw days from the sick leave bank may be appealed to an appeal committee. The appeal committee shall consist of one person appointed by the governing committee of the bank, one person appointed by the board of education, and one person appointed by the two members of the appeal committee. It is understood that the board of education may appoint one of themselves as its committee member or appoint an educational support or administrative employee. The decision of the appeal committee will be final.

*Immediate family is defined as employee's spouse, children, sibling, spouse's sibling, grandchildren, parents, spouse's parents, grandparents, or other person whose residence has been or is the home of the employee.

4. Professional Development Leave

The Superintendent or his/her designated representative may grant leave for any support personnel to attend conferences, meetings, workshops and school visitations. All such requests must be submitted to the Superintendent on the appropriate form. Provision will be made for authorized travel and/or expenses for attendance at such meetings.

5. Military Leave

Any employee, upon written request to the Assistant Superintendent for Personnel and Learning Services, shall be granted leave to cover the length of his/her required service in the military forces of the United States. Each request for military leave shall be accompanied by a copy of the appropriate military orders. On the date of release from service, the employee shall notify the superintendent of his/her availability and possible date of return to employment.

6. Judicial Leave (with salary adjustment)

An employee shall be granted leave for jury duty or to appear in a court of law as a subpoenaed witness. The employee will be paid his/her salary for a normal working day provided that the employee endorses over to the school district his/her witness or juror's compensation not including travel or subsistence reimbursements.

7. Family Medical Leave

District employees shall be provided family and medical leave as provided by a plan approved by the Board and required by current federal law and regulation. The plan for providing leave under this policy shall be filed with the Personnel Department and made available to all staff.

8. Leave for Other Reasons (with salary deductions)

Application for leave may be made when it is necessary for an employee to be absent for reasons not included in the Board of Education provisions listed above. Application for leave, with salary deduction, shall be made in advance of each absence, and if approved by the employee's immediate supervisor, will become effective upon approval by the Superintendent.

9. Vacation

Vacation allowance is provided only for full-time, twelve (12) month employees. Employees serving terms of less than twelve months are not granted vacation with pay.

Vacation allowance is determined on the basis of two weeks (10 work days) per year for the first five (5) years of continuous service. **After five years of continuous service, an employee shall be granted one additional day of vacation per year for each year above five until a total of three weeks (15 work days) of vacation is allowed. Beginning in their 16th year of continuous service the employee shall be granted one additional day of vacation per year for each year above fifteen until a total of four weeks (20 work days) of vacation is allowed.**

Support personnel vacation allowance is determined on the basis of one day per month of service completed or two weeks after a period

of one year service. However, an employee must work at least six (6) months before he/she is entitled to any accumulative vacation allowance on the schedule. After the sixth month waiting period, the employee is entitled to vacation from the first day of employment.

Vacations must be approved by the employee's immediate supervisor. Disruptions in the services to the school district should be considered before approving vacation schedules.

Unused vacation days must be down to 20 days by January 1st each year. Any days above 20 will be lost.

All hourly employee time records, referencing vacation days, must be initialed by the immediate supervisor or his/her designee. Payment for vacation time will be based on the regular earnings of the employee.

10. Paid Holidays

The following schedule represents the allowable paid holidays for support personnel. Any time missed in addition to these days, authorized leave day, and/or scheduled vacation time will be without pay:

- a. Clerical Employees Who Work Less Than A Twelve Month Year: All holidays designated on the school calendar which fall during the employee's assigned work schedule.
- b. Clerical Employees Who Work Twelve Months: All holidays designated on school calendar which fall during the calendar year.
- c. Paraeducator Employees Who Work Less Than a Twelve Month Year: All holidays designated on the school calendar which fall during the employee's assigned work schedule
- d. Transportation, Operations Supervisors, Secretary, Mechanics, Custodial, Maintenance and Food Service Employees: Employees of this group shall be entitled to the following paid holidays which fall during the employees assigned work schedule.

July 4 -----	1 day
Labor Day -----	1 day
Thanksgiving -----	2 days
Winter Break -----	3 days
New Years -----	1 day
President's Day -----	1 day
Between Mid March & Mid Apr. -	2 days
Memorial Day -----	1 day

Employees Who Work At Least Three and One-Half Hours Per Day consistently will receive paid holidays on a prorated basis.

J. Workers Compensation

1. All employees are covered by Workers Compensation Benefits as paid for by the Haysville School District. If an employee should have an “on-the-job accident”, the employee must report it immediately to his/her immediate supervisor. A Report By Injured Employee form and a Supervisor’s Accident Investigation Report form must be sent to the Personnel Office within; two (2) days of such accident.
 - *2. The first seven (7) days off of work for a Workers Compensation injury or illness are not paid by Workers Compensation. The employee may take sick leave, vacation or may take the days without pay.
 - *3. Workers Compensation starts paying employees on the eighth day off of work.
 - *4. If the employee is off of work due to a Workers Compensation injury or illness for 21 consecutive days, Workers Compensation will go back and pay the employee for the first seven (7) days off of work.
- *Subject to authorized medical care.

NOTICE
YOUR EMPLOYER IS SUBJECT TO THE KANSAS
WORKERS COMPENSATION LAW WHICH
PROVIDES COMPENSATION FOR JOB-RELATED INJURIES

What to do if an accident occurs on the job:

Notify your supervisor immediately. If the employee does not report the injury within ten (10) days, the claim may be denied. Non-emergency injuries should be seen by the district’s designated physician. If a serious injury occurs during an evening or on a weekend, see the physician on call at the hospital emergency room. Thereafter, you must report the injury to our immediate supervisor as soon as possible.

The he designated health care providers for USD #261 are:

Via Christi Occupational and Environmental Medicine
2535 E. Lincoln (George Washington Blvd. and Lincoln)
687-9794
8:00 A.M. to 5:00 P.M. Monday through Friday

Via Christi Occupational and Immediate Care
2778 N. Webb Rd.
685-1382
8:00 A.M. to 5:00 P.M. Monday through Friday

Via Christi Occupational and Immediate Care
501 N. Maize Rd.
721-5000
8:00 A.M. to 5:00 P.M. Monday through Friday

Via Christi Riverside Emergency Center
2622 W. Central

Via Christi St. Francis Emergency Center
929 N. St. Francis

Via Christi St. Joseph Emergency Center
3600 E. Harry

Medical benefits

USD #261 is required to furnish all necessary medical treatment and has the right to designate the treating physician.

If the employee seeks treatment from a doctor not authorized by USD #261 the district is only liable up to \$500.

Weekly benefits

Injured workers are not entitled to compensation for the first week they are off unless they lose three consecutive weeks. The first compensation payment is normally due at the end of the 14th day of lost time. An injured employee is entitled to a weekly amount of 66 2/3% of their average weekly wage up to a

maximum of 75% of the state's average weekly wage. These benefits are subject to legislative change.

Injuries Occurring When an Employee is “Under the Influence”

The Workers' Compensation Law clearly states that compensation is not payable if the injury was caused primarily by the intoxication of the employee or by the influence of any drugs, barbiturates, or other stimulants not prescribed by a physician. Under the law, the employer may require the employee to submit to a test for the presence of any or all drugs or alcohol in his or her system. If the injured worker refuses to submit to a drug test, it shall be presumed in the absence of clear and convincing evidence to the contrary that the injury was caused primarily by the influence of drugs or alcohol.

Recreational and Social Activities

Recreational and social activities are not compensable unless such recreational or social activities are an expressly required incident of employment and produce a substantial direct benefit to the employer beyond improvement in employee health and morale that is common to all kinds of recreation and social life.

Injuries Suffered While Traveling to and From Work

An injury suffered while going to or coming from work is not an injury arising out of and in the course of employment whether or not the employer provided transportation if such means of transportation was available for the exclusive personal use by the employee, unless the employee was engaged in a special errand or mission for the employer, or access to the vehicle was an integral element of the employment. An employee who is injured while deviating from the course of his employment, including leaving the employer's premises, is generally not eligible for benefits unless such deviation is expressly approved by the employer.

Horseplay

An employee who is injured during horseplay occurring in the course of the workday is not entitled to benefits unless the injured employee is an innocent victim not participating in the activity.

Any questions or requests for additional information should be directed to Dr. Dan Stiffler, Assistant Superintendent for Personnel and Learning Services, at the Administration Building.

III. GRIEVANCE PROCEDURE

The communication between all employees of the Haysville Unified School District No. 261, their supervisors, and the administrative staff is a mutually important objective. Should any action be taken which would cause an employee to feel that his/her rights under Board policies have been violated, the employee may have his/her concerns heard. The following is a procedure outline for quick, amicable solutions to any problem or complaints.

- A.** A written grievance shall be filed with his/her immediate supervisor. The supervisor will provide a written response to the employee within seven (7) calendar days.

- B.** Should the employee not be satisfied with such a review and believe he/she needs to pursue the grievance further, the employee shall appeal within seven (7) calendar days in the following order:
 - 1. Division Director or Principal
 - 2. Assistant Superintendent for Personnel and Learning Services
 - 3. Appropriate Assistant Superintendent
 - 4. Superintendent

Again, a written response will be provided to the employee within seven (7) calendar days.

- C.** Should the employee not be satisfied with the superintendent's ruling, the employee may request in writing to the Clerk of the Board, that the matter be placed on the Board agenda. Should such a request be made, the Board shall hear the grievance within thirty (30) calendar days. The Board shall then make a ruling within fifteen (15) calendar days and notify the employee in writing as to the decision.

The employee may have representation at either the meeting with the Superintendent or the Board. The Board will not hear or consider any grievance or complaint that is filed or requested by a third party.

IV. BOARD POLICIES

For more information concerning these policies, contact your immediate supervisor, the Assistant Superintendent for Personnel and Learning Services or the Board Clerk.

A. GAAC - Sexual Harassment

Sexual harassment is unlawful discrimination on the basis of sex under Title IX of the Education Amendments of 1972, Title VII of the Civil Rights Act of

1964, and the Kansas Acts Against Discrimination. All forms of sexual harassment are prohibited at school, on school property, and at all school-sponsored activities, programs or events. Sexual harassment against individuals associated with the school is prohibited, whether or not the harassment occurs on school grounds.

Employees who believe they have been subjected to sexual harassment should discuss the problem with their immediate supervisor. If an employee's immediate supervisor is the alleged harasser, the employee should discuss the problem with the building principal or the superintendent. Employees who do not believe the matter is appropriately resolved through this meeting may file a formal complaint under the district's discrimination complaint procedure.

B. GAACA – Racial Harassment

Racial harassment is unlawful discrimination on the basis of race, color or national origin under Titles VI and VII Civil Rights Act of 1964, and the Kansas Acts Against Discrimination. All forms of racial harassment are prohibited at school, on school property, and at all school-sponsored activities, programs or events. Racial harassment against individuals associated with the school is prohibited, whether or not the harassment occurs on school grounds.

Employees who believe they have been subjected to racial harassment should discuss the problem with their immediate supervisor. If an employee's immediate supervisor is the alleged harasser, the employee should discuss the problem with the building principal or the superintendent. Employees who do not believe the matter is appropriately resolved through this meeting may file a formal complaint under the district's discrimination complaint procedure.

C. Bloodborne Pathogen Exposure Control Plan

The Board shall adopt an exposure control plan which conforms with current Occupational Safety and Health Administration (OSHA) standards and regulations of the Kansas Department of Human Resources (KDHR). All staff shall view the Bloodborne Pathogen video and sign the necessary documentation annually.

D. Computer Use

Computer systems and networks are for educational and professional use only. Violation of this policy would include, but not be limited to: sending or displaying offensive messages or pictures; using obscene language; damaging computers, computer systems or networks, including creating, uploading or downloading computer viruses; violating copyright laws, or loading personal software on district computers; harassing, insulting, or

attacking others via computer networks; using others' usernames and passwords; trespassing in others' folders, work, files or networks; intentionally wasting limited resources; employing district computers and networks for commercial purposes; and giving out personal information over the Internet, such as full name and address. The district retains the right to discipline any employee, up to and including termination, for violations of this policy.

Employees shall have no expectation of privacy when using district e-mail, instant messaging, Internet access, or other official communication systems. The school district retains the right to duplicate any information on district computer systems or on any hard drive. Any e-mail, instant messaging, Internet access, computer application, or information in district computers or computer systems is subject to monitoring by the administration. E-mail, instant messaging and internet access shall be used primarily to conduct approved district business, educational research, and educational purposes. Employees must use appropriate language in all messages. Employees are expected to conduct themselves in a professional manner and to use the system according to these guidelines or other guidelines published by the administration.

No software, including freeware or shareware, may be installed on any district computer until cleared by the network administrator. The administrator will verify the compatibility of the software with existing software and hardware, and prescribe installation and de-installation procedures. Freeware and shareware may be downloaded only onto workstation floppy disks, or CD-ROM, no hard drives. Program files must have the network administrator's approval to be installed on any district server.