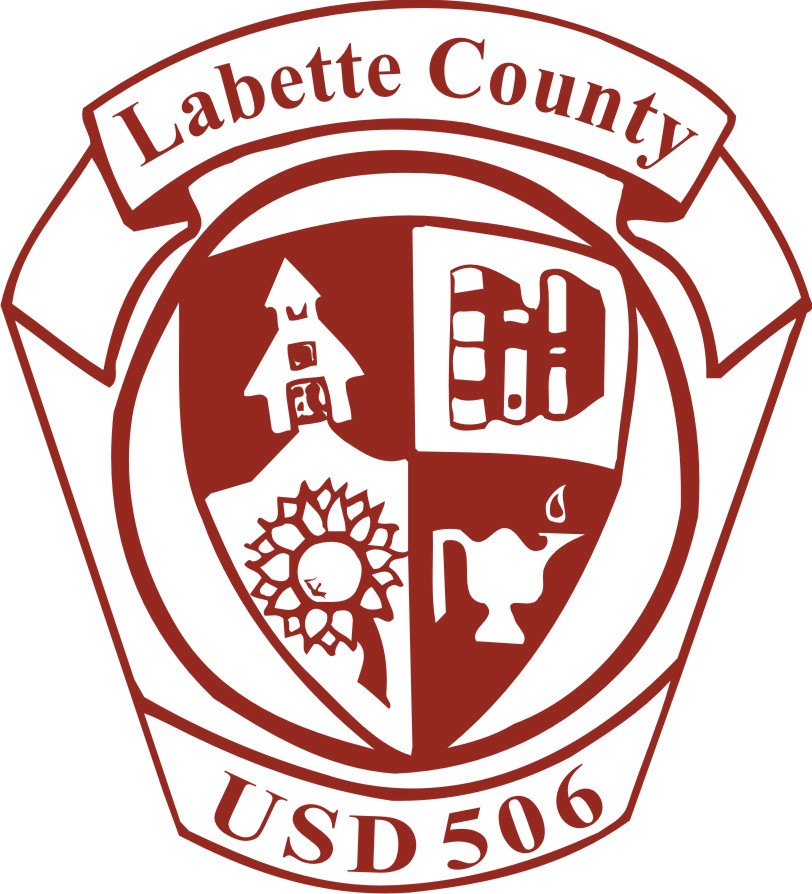
Labette County Unified School District 506 Negotiated Agreement



By and between the USD 506 Board of Education and

the Labette County Teachers Association

2022 – 2023

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**Article I: Placement on Salary Schedule**

All teachers shall be given full credit on the salary schedule set forth in this Agreement for full years of outside teaching experience up to a maximum of fifteen (15) years. Prior teaching experience must have been in an accredited school district in the State of Kansas or other teaching experience in a school district that is State or North Central Association accredited.

**Article II: Teacher Contract Length**

The salary schedule is based on a teaching contract of 179.0 days. Extra months teaching contracts shall be equated at a daily rate of 1/187 of the annual salary less the fringe dollars identified on the schedule. Ten‐month contracts shall be 203 days, and eleven‐month contracts shall be 223 days.

**Article III: Advancement on Salary Schedule**

Normally, teachers shall move vertically on the schedule with each additional year of

experience. Moves will be made horizontally when additional hours of education credit

have been acquired, moving directly across to the next schedule and then down one step for

the service increment.

Teachers at the limit of a column will remain at that point until they have accomplished necessary education credit to advance to the next column through additional hours of education credit. Such advancement shall be horizontal one column and one step down.

The hours above a degree must be taken after the degree was granted and toward an advanced degree, be graduate hours, or be approved by the superintendent. The move from one position to another, both vertically and horizontally, will be made once a year, at the beginning of the contract year. Hours earned during the summer prior to the beginning of the school year will count in determining the salary step at which the teacher will be assigned.

In order to continue vertically in one salary column, a teacher must secure a minimum of six

hours of approved college credit every five years.

In‐service points as converted to college hours (20-‐1) shall count toward movement on the

salary schedule.

All in‐service points may count toward re‐certification. However, only those in‐service points which are earned outside of the contract day, are not funded by district funds or district contributions, and are activities approved by the District Professional Development Council for points shall count towards advancement on the salary schedule.

Transcripts of accumulated in‐service points and documented college credit (hours) which, has been approved by the district professional development council must be submitted annually to the Board office prior to May 30th for salary schedule advancement.

The maximum number of points allowed for salary schedule advancement in any one year shall not exceed 100 points, and must be filed annually.

**Article IV: Leaves**

1. Personal Leave

Each full‐time teacher shall have four (4) days of personal leave per year. Leave for part‐time teachers shall be in proportion to their full‐time equivalency.

Personal leave may not accumulate. Teachers shall have the option annually of being paid

$70 for each unused personal leave day or rolling those days into sick leave, subject to

the maximum accumulation of sick leave as stated in this section. This designation must be made in writing and filed with the superintendent by May 1. The designation shall remain in effect in subsequent years until changed by the teacher.

The use of personal leave during the month of May shall be limited to emergencies or personal business that cannot be handled outside of school hours.

Personal leave shall not be used on Professional Development, In‐Service, or Workdays or to extend holidays or spring break, except in extenuating circumstances approved by the superintendent.

2. Sick Leave

Each full‐time teacher shall have eight (8) days of sick leave per year. Leave for part‐time teachers shall be in proportion to their full‐time equivalency.

Teachers with an extended contract shall receive additional sick leave at the rate of 0.5 days for every ten days or portion thereof of extended time.

Unused sick leave may accumulate up to seventy days (70).

Use of sick leave for illness or disability purposes shall be defined as the illness or disability of the employee or illness, disability, or death in the immediate family.

The term “immediate family” shall include spouse, child, stepchild, grandchild, siblings, parent, or grandparent. Additionally, any of those categories listed would be expanded to include “in‐law.”

In addition to the accumulated days of sick leave, each full‐time teacher shall also have for his/her use the number of days equal to his/her accumulated sick leave on the first duty day. Said days shall be referenced as “sub‐deduct days.” Sub‐deduct days may be used for sick leave. A sub‐deduct day shall provide the requesting teacher full daily salary less regular substitute wages for each sub ‐deduct day awarded. The purpose of a

sub‐deduct day is to provide a continuing income for teachers who are faced with illness or injury and have used up all their accumulated sick leave. Sub‐deduct days are in addition to the accumulated days of sick leave and may be available to a teacher when said teacher has exhausted all accumulated sick leave. Teachers, before using a sub‐deduct day, shall exhaust their accumulated sick leave. Any teacher who desires a sub‐deduct day shall make their request for a sub‐deduct day from their building principal. Said request shall be in writing, either in paper or electronic form and shall include the number of sub‐deduct days requested and a brief explanation for the request. The building principal shall forward the request to the superintendent, building association representative where the teacher is employed and the president of the association. Each designated person receiving the sub‐deduct request shall

expeditiously indicate their support for or denial of the request to the building principal based upon the information provided by the requesting teacher. If two or more persons from among those designated to review the request approve said request, the requesting teacher shall receive the agreed upon sub‐deduct day(s).

Sick leave may be used as bereavement leave.

3. Eulogizing, Singing, or Providing Music at Funerals

Occasionally, a teacher is asked to eulogize, sing, or provide music at funerals. Teachers will be allowed two days per contract year for requesting paid leave in this category. Teachers may request such leave by filling out the district’s leave form.

4. Absences not covered by sick leave policy

Occasionally, a teacher may find it necessary to be absent for reasons not covered by leaves. Teachers will not be paid for days they do not teach, except as covered by the

leave policies, or engagement in some professional activity or unusual situation approved

by the superintendent or Board. Deductions of days absent will be made as explained below.

Salary payments for substitute help will be paid directly through the business office.

In the event of salary deductions after sick leave benefits have been used or when a non‐

school business absence occurs, the rate of pay deduction will be:

for nine-month employees, 1/187th of the contracted salary; for ten month employees, 1/203rd of the contracted salary; for eleven month employees, 1/223rd of the contracted salary; for twelve month employees, 1/238th of the contracted salary.

The Board of Education may require a physician’s statement that the employee is not physically capable of fulfilling their regular assigned duties. Failure to provide such a statement could result in Board action to terminate sick leave benefits at that time.

5. Family and Medical Leave

In compliance with the Family and Medical Leave Act of 1993, USD 506 provides up to 12 weeks of unpaid, job‐protected leave to “eligible” employees for certain family and medical reasons. Employees are eligible if they have worked for a covered employer for

at least one year, and for 1,250 hours over the previous 12 months.

**Article V: Pay for Unused Sick Leave**

Unused sick leave not to exceed 70 days will be paid at the rate of $70 per day when the teacher retires or leaves U.S.D. 506 employment, provided the teacher has a minimum of 10 years of service in U.S.D. 506.

**Article VI: Activity Ticket**

Each teacher of U.S.D. 506 shall be issued an activity ticket, which shall be honored at all regular school functions held within the district.

Said ticket shall not be honored at basketball tournaments and special events.

Said ticket shall be honored for employee, spouse, and children who have not yet graduated from high school.

The Board of Education will have an expectation that those teachers in attendance at school functions will assume a reasonable amount of general supervision as needed.

**Article VII: Individual Development Plan (I.D.P.)**

Each teacher who uses or plans to use a professional day must have an I.D.P. on file. Said plan shall be kept current annually.

**Article VIII: Employee Cafeteria Plan**

Employee benefits may be selected as a salary reduction from the district 125 Cafeteria

Plan.

Each teacher shall by September 1 designate in writing salary reductions. Such designation shall be done only once each year.

**Article IX: Health Insurance Rebates or Refunds**

Any refund paid by the district’s health plan back to the district will be returned to the participant. Each participating employee shall receive a proportionate share of the refund based on their proportionate share of the total premium paid by all employees during the plan year the refund was earned

**Article X: Selection of Health Insurance Carrier**

The Board shall review annually the health insurance company and plan, for the purpose of considering changes in same.

**Article XI: Release From Contract**

When a teacher asks to be released from a contract with the district, the Board’s first obligation is to the children in the district.

If a suitable replacement can be found and it is felt that the educational program of the school will not be impaired, a teacher may be released from the obligations of a contract providing the teacher pays for the liquidated damages at the time such request is made. Accrued sick leave or unpaid compensation or other compensation against the $1,500 liquated damages will be applied to the amount owed to the district for early release.

In the event said release from contract is granted after May 15 and prior to July 1, said teacher shall pay a sum of $500 toward expenses involved in securing a satisfactory replacement.

In the event said release from contract is granted July 1 or after, said teacher shall pay a sum of $1,500 toward expenses involved in securing a satisfactory replacement.

Applicable payment toward expenses shall accompany the request for release from contract.

**Article XII: Resignation or Retirement**

Certified staff that turn in an official resignation or retirement letter to the Board of Education before Thanksgiving break begins will receive a $500 stipend, and if by February 1st they will receive a $250 stipend.

**Article XIII: Health Insurance Benefit**

The Board shall pay, in addition to salary, a fringe benefit for teachers. The Board agrees to pay the cost of the lowest tier single plan of the district provided health insurance to be applied towards a district health insurance plan. Said benefit will not exceed **$510.00** per month.

The plan will cover all certified/licensed teachers employed at least .5 FTE

Certified/licensed teachers who began employment prior to August 11, 1998, and choose not to enroll in the district’s health insurance plan, will receive a benefit of $64 per month as cash. This is a fixed cash amount; it shall not increase even if the Board’s contribution to the insurance plan increases. Teachers hired after August 11, 1998, must use their benefit for the purpose of purchasing the district’s health insurance plan. New employees who do not wish to purchase the health insurance plan will forfeit the benefit amount. Should those who choose the cash option later decide to join the district’s health plan, they shall forfeit the cash since it

will be applied to the insurance plan. Furthermore, this is a one‐way decision, in that a person moving from a cash option to an insurance fringe cannot later go back to the cash option.

**Article XIV: Teachers’ Professional Meetings and Work Days**

Section A: Professional Meetings Request

1. There are appropriate and valuable professional meetings which individuals wish to attend. Such meetings would include curriculum meetings; curriculum workshops (which may not include college credit); study, consulting and/or observation of other teachers and school educational programs which merit observations; and state or regional subject and curriculum-oriented meetings, school improvement and pedagogical improvement meetings, and others as deemed valuable by the teacher and administration.

2. Requests for attendance to national meetings shall be handled individually by the Board of Education.

3. Teachers who wish to attend professional meetings should make application to the superintendent in writing at least two (2) weeks prior to said meeting.

4. For those professional meetings approved by the superintendent, the Board will provide the following allowances:

a. The Board will pay a substitute, when necessary.

b. Meal expense will be allowed not to exceed twenty‐five dollars ($25) per day, or proportionate amount. (Payment made only for meals approved in advance and upon presentation of paid receipt.)

c. A school car shall be used as transportation when the car is available. When the school car is not available, mileage as per prevailing state rate from school to destination and return trip will be allowed (provided advance written approval is secured from the superintendent of Schools). Other reasonable transportation expenses, including tolls and parking, shall also be paid.

d. Actual lodging expense, subject to the superintendent’s prior approval, will be allowed for each day of the meeting.

e. The registration fee and other related expenses shall be paid, subject to the prior approval of the superintendent.

f. Payment to be made upon presentation of receipts, itemized statements, and a signed claim voucher by the claimant.

Section B: Professional In-service Meetings and Work Days

1. All workdays shall be free of meetings called by the administration.

2. The professional staff shall have one‐half (1/2) day (from the normal start of the duty day to 11:45) on the last day of the first, second, and third nine weeks to prepare grades.

3. There shall be two (2) workdays, one at the beginning of the school year and one at the end of the school year.

4. Verified Semester grades shall be due in the principal’s office on or before the last teacher workday of each semester.

**Article XV: LCTA Meetings**

Two LCTA members shall be allowed to attend two meetings during the year without substitute pay being deducted (a maximum of four substitutes per year).

All other teachers shall be in attendance at their assigned duties on the date of the teachers’

meeting.

It is hereby agreed that school shall be in session during the K.N.E.A. meetings and that the two days shall be incorporated into the Spring Break.

The two spring break days shall not be subject to being used as “make‐up days for lost school days.”

**Article XVI: Job Openings**

Professional staff vacancies will be posted in each building and in the district newsletter when the listing goes to placement bureaus, or after the Board of Education acts upon the resignation, whichever comes first.

**Article XVII: Reduction in Force**

The following steps will be utilized by the district’s administrative staff to reduce the teaching staff.

To determine the number of teaching positions to be reduced, the Board of Education and the administrative staff will ascertain the educational program for the district to meet the educational goals established by the Board.

The number of teachers needed to implement the district’s education program will then be determined by the administrative staff based on those educational goals as determined by the Board.

In the event the Board decides that the size of the teaching staff must be reduced, guidelines in the rules will be followed.

1. Insofar as possible, reduction will be accomplished by attrition due to resignations and retirement.

2. Non‐tenured teacher in the curricula area and/or level that the Board has determined reduction is necessary.

3. Needs for reduction beyond the above methods shall be based on program continuation, individual full certification in teaching area, need for supplemental assignments, school and district accreditation and district tenure in the various departments or level in which the individual is presently teaching.

Department and levels shall be as follows: Elementary Primary K‐6

Elementary Junior High Grades 7-8

Elementary: Music, P.E., Title I, Library

Secondary: Language, music, science, business, social science, math, guidance, vocational individual programs.

District tenure will follow the teacher to the level or department at which they (the teacher) are presently teaching.

**Article XVIII: Daily Preparation Period and Extended Contract Rate**

1. All teachers shall, in addition to a minimum twenty (20) minute duty free lunch period, have daily preparation time within the instructional day during which they shall not be assigned to any other duties.

2. That time shall be guaranteed as follows:

a. Elementary – a minimum of 250 minutes weekly for a full 5‐day week (no less than a 30‐minute block of time on each day)

b. High School – one class period per day

c. Part-time teachers shall receive planning time proportionately to their equivalency.

3. An employee and an administrator may mutually agree to a teaching assignment during the

employee’s planning period and/or an equivalent period outside the contract day. Teachers assigned

to teach during their plan time and/or equivalent class period outside the contract day shall receive

additional compensation at the rate of 1/7 of their current placement on the salary schedule. It is

agreed that the assignment shall not be considered part of the employee’s primary contract. 

1. When periods are traded, there will be no extended pay. Example: Teach a 7:00 a.m. class and the same number of classes as presently are being taught, leave school at end of school day, or come in after first period, teach same number of classes as present and an after-school class.

**Article XIX: Calendar**

The superintendent will prepare the school calendar after providing all certified staff an opportunity for input on the school calendar. The superintendent will submit a calendar recommendation to the Board for approval. A summary of staff input on the school calendar shall be shared with the Board along with the superintendent’s calendar recommendation.

A list of the abbreviations or codes that are used on individual paychecks with an explanation as to what they represent and a copy of the school calendar adopted and approved by the Board shall be

attached to the negotiated agreement for informational purposes as appendix items. It is specifically agreed by the Board and the Association that the inclusion of the list of abbreviations and/or the school calendar in the negotiated agreement does not make these items negotiable in the future.

**Article XX: Supplemental Pay**

1. Percent To Be of Individual Step

2. Supplemental pay shall be computed based on step less $2,000.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **ATHLETICS** | **%** |  | **OTHER** | **%** |
| **SENIOR HIGH** |  |  | **SENIOR HIGH** |  |
| Head Football, Sr. High | 12% |  | High School Band Director | 9.5% |
| Ass't Football, Sr. High | 8% |  | Play (maximum of 2 plays per year) | 3% |
| Head Basketball, Sr. High | 12% |  | Musical Vocal | 3% |
| Ass't Basketball, Sr. High | 8% |  | Musical Drama | 3% |
| Head Wrstling, Sr. High | 12% |  | Musical Instrumental | 1% |
| Ass't Wrestling, Sr. High | 8% |  | Intramural Dir. & Supervisor | 4% |
| Head Track, Sr. High | 10% |  | Head Sponsor Yearbook | 4% |
| Ass't Track, Sr. High | 7% |  | Head Sponsor STUCO | 2.5% |
| Head Volleyball, Sr. High | 10% |  | Head Sponsor Senior Class | 2.5% |
| Ass't Volleyball, Sr. High | 7% |  | Head Sponsor Junior Class | 2.5% |
| Head Baseball, Sr. High | 10% |  | Dept. Chairman | 2.5% |
| Ass't Baseball, Sr. High | 7% |  | Head Sponsor Grizzly Spirit | 2.5% |
| Head Softball, Sr. High | 10% |  | Head Sponsor FBLA | 2.5% |
| Ass't Softball, Sr. High | 7% |  | Head Sponsor FFA | 2.5% |
| Boys' Tennis, Sr. High | 8% |  | Head Sponsor HOSA | 2.5% |
| Ass't Boys' Tennis, Sr. High | 3.5% |  | Head Sponsor FHA | 2.5% |
| Girls' Tennis, Sr. High | 8% |  | Head Sponsor VICA | 2.5% |
| Ass't Girls' Tennis, Sr. High | 3.5% |  | Head Scholar's Bowl, Sr. High | 5% |
| Golf, Sr. High | 6% |  | Director of Summer Conditioning | 6% |
| Ass't Golf, Sr. High | 2.5% |  | Debate | 5% |
| Cross Country, Sr. High | 8% |  | Forensics | 5% |
| **ATHLETICS** | **%** |  |  |  |
| **SENIOR HIGH** |  |  |  |  |
| Ass't Cross Country, Sr. High | 3.5% |  |  |  |
| Swim Coach | 6% |  |  |  |
| Ass't Swim Coach | 2.5% |  |  |  |
| Varsity Cheerleader Coach | 7% |  |  |  |
| Freshmen Cheerleader Coach | 5% |  |  |  |
| Dance Team Sponsor | 5% |  |  |  |
| **ATHLETICS** | **%** |  | **OTHER** | **%** |
| **JUNIOR HIGH** |  |  | **JUNIOR HIGH** |  |
| 7th & 8th Football | 6% |  | 7th & 8th Head Scholar's Bowl | 3% |
| 7th & 8th B. Basketball | 6% |  | Elementary Yearbook Sponsor | 3% |
| 7th & 8th G. Basketball | 6% |  | Elementary Music/Band | 1.5% |
| 7th & 8th Volleyball | 6% |  |  |  |
| 7th & 8th Track | 6% |  |  |  |
| 7th & 8th Wrestling | 6% |  |  |  |
| Jr. High Cheerleader Sponsor | 5% |  |  |  |
| 7th & 8th Ass't Coach | |  |  |  |

*\** Supplemental Pay Gatekeepers and Ticket Takers for Musicals and Junior/Senior Plays;Pep Club Trip Sponsor; Official Clock Keeper for home volleyball, football, basketball, wrestling; Official Scorekeeper for home volleyball, football, basketball, wrestling, baseball, softball, track meets: $8 per hr. with a minimum of $30 per assignment

Supplemental pay for travel relative to multiple school assignments on the same school day shall be the prevailing state rate per mile, on August 1 of the current school year, for the predetermined district calculation of distance traveled from an assigned school to the next assigned school in the same school day. Travel payments shall be paid monthly for actual predetermined total miles driven by the teacher assigned to multiple buildings in a

single school day, for the time period beginning the 1st of each month and concluding the last day of the same month prior to each district monthly payroll date.

|  |  |  |  |
| --- | --- | --- | --- |
| From To  Altamont to Bartlett | Miles  14.06 | From To  Bartlett to Edna | Miles  9.76 |
| Altamont to Edna | 13.02 | Bartlett to Mound Valley | 21.26 |
| Altamont to Meadow View | 7.96 | Edna to Mound Valley | 13.00 |
| Altamont to Mound Valley | 7.46 | Bartlett to LCHS | 13.98 |
| Meadow View to Bartlett | 20.92 | Edna to LCHS | 13.22 |
| Meadow View to Edna | 20.72 | Meadow View to LCHS | 7.87 |
| Meadow View to Mound Valley | 15.16 | Mound Valley to LCHS | 7.66 |

Supplemental Pay for building level technology support and committee meetings that meet beyond the duty day and are assigned or approved in advance by the superintendent shall be compensated at $10 per hour.

Supplemental Pay Summer Trip Sponsors:

Sponsors who sponsor approved summer state and national trips shall be paid at the rate of $72 per day except that if the sponsor is on an extended contract the trip days to be sponsored may, at the discretion of the superintendent, be traded for extended contract days. Supplemental Pay In-School Suspension Supervising:

Teachers who supervise, at the request of the building administrator, the in-school suspension after the close of the school day shall be paid at the rate of $6 per hour for the time, they supervise the students being detained.

Supplemental Pay Summer School:

Supplemental pay for summer school shall be at the Board approved daily substitute teacher amount for a workday no less than five (5) hours.

Supplemental Pay for Curriculum Development:

Supplemental pay for approved curriculum development outside the contract day shall be eleven ($11) dollars per hour employed.

Supplemental Pay for Summer Institute:

As funds are available annually and approved by the Board of Education, the superintendent and/or his/her designee, in consultation with the Professional Development Committee, shall schedule an in-district professional learning opportunity designated “Summer Institute” for certified staff members. Participation shall be voluntary; however, those certified staff members choosing to voluntarily participate in Summer Institute, may be required by the superintendent to participate in all or a majority of the scheduled professional learning opportunities as a condition of being allowed to participate in Summer Institute.

Certified staff members choosing to participate in Summer Institute shall be compensated at

a rate of no less than eleven ($11) dollars per hour. Based upon an annual review of available funding, the superintendent may recommend to the Board, a Summer Institute hourly payment, which may exceed eleven ($11) dollars per hour. Said payment, as recommended

by the superintendent and Board approved, shall not obligate the Board to similar payments

in future years.

The Board approved payment amount for Summer Institute shall be made only to those certified staff members participating in the designated Summer Institute professional learning opportunity. Certified staff members shall not substitute other professional learning opportunities for Summer Institute payment.

Supplemental Pay for Summer Driver Education:

Driver’s Education instructors will be paid $150.00 per student.

Supplemental Pay for National Board-Certified Teachers:

The Board shall pay a $1000 annual stipend for National Board for Professional Teaching Standards, National Board-Certified Teachers during the life of the NBPTS license. This stipend shall be in addition to any state stipend for same.

Professional Learning Communities:

The district will provide transportation to teachers required to attend Professional

Learning Community meetings in any town that is not their home school.

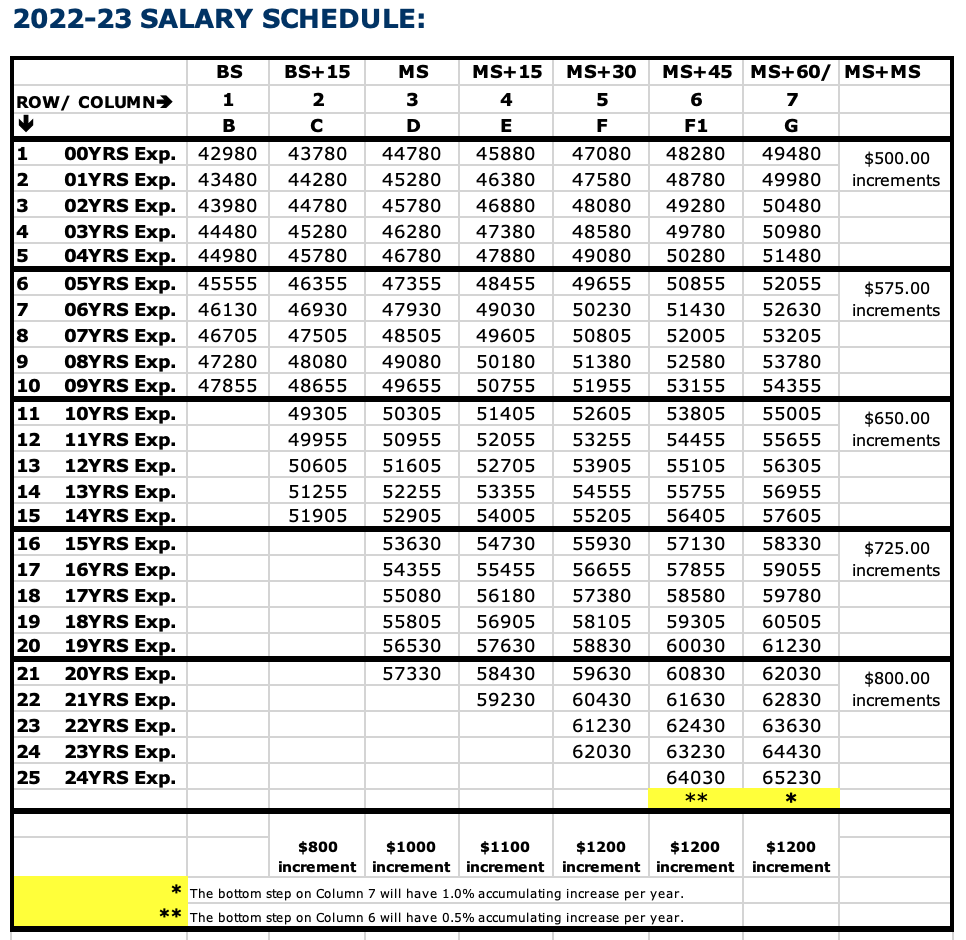
*\*Supplemental pay for work done outside the workday.*

**Article XXI: Salary Schedule 2022-23**

The Board reserves the right to pay more than the schedule provides in any position if they deem it best for the welfare of the children in our schools.

The salary schedule shall include seven (7) columns labeled as Bachelor of Science (B.S.), Column B; B.S.+ 15, Column C; B.S. + 40 or M.S., Column D; M.S.+ 15, Column E; M.S.+ 30, Column F; M.S.+ 45, Column F1; and M.S. + 60, or M.S. + M.S., or Ed.S., Column G.

The difference between each vertical row is as follows:

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**Article XXII: Appeal Procedure for Problems**

The purpose of the appeal procedure is to facilitate free, easy, and effective communication between teachers and the administrative staff in order to secure, in good faith, at the lowest possible level, equitable solutions to problems relative to the negotiated agreement, which may arise from time to time.

The number of people involved in the appeal proceedings is to be minimal, and the appeal proceedings are to be kept as informal as may be appropriate at any level of the appeal procedure.

When a teacher has a problem, relative to the negotiated agreement, the following appeal procedures shall be followed.

1. Discussion of the problem between the teacher and the building principal within five working days after the problem occurs.

2. If a satisfactory solution is not forthcoming from the above conference, the teacher may request within five working days an interview with the superintendent of Schools relative to the problem. The superintendent will then arrange a conference within ten working days after such request with all parties involved in the problem and will make every effort to arrive at a fair and professional solution. The superintendent will make his written response to the appellant within ten working days after the conference.

3. If, in the teacher’s estimation, the superintendent’s solution does not result in understanding and justice for the employee, the teacher within ten working days may request in writing a conference meeting with the Board of Education to discuss the problem. In such request, the teacher shall state the problem, the negotiated item involved and the solution sought together with any other information such teacher believes is pertinent. This will be an informal meeting held in executive session at the next regularly scheduled Board of Education meeting.

At the next regularly scheduled Board meeting, all parties to the problem will be present, and each shall be allowed to speak, in executive session, on their behalf. The President of the Board of Education acts as chairman at the meeting.

The Board of Education’s written decision to the appellant, principal, and superintendent, following said meeting, shall be binding, but shall not set a precedent in any other proceedings.

A prepared form for filing a written appeal relative to a problem is attached as an addendum to this document.

**Article XXIII: Reproduction of Negotiated Agreement**

The district office will provide each new teacher with a copy of the negotiated agreement and furnish requested copies for each LCTA building representative. The district will also publish the negotiated agreement on the district web site.

**Article XXIV: Duty-Free Lunch Period**

Each professional employee shall receive a 20-minute duty-free lunch period.

**Article XXV: Work Day and Meetings**

1. Arrival and Departure Time

The teachers’ workday shall be seven (7) hours and forty (40) minutes, including the duty- free lunch. Any absences from the building during the scheduled workday shall require approval of the building principal.

2. Meetings

Unless excused by the person in charge, each teacher shall be present at all teacher meetings called by the Board of Education, superintendent, or principal. On the days there is a faculty meeting in a given building, and as determined by the building administrator more time is needed than is available for the meeting, the building administrator may, for that day, adjust the starting and ending time of the work day so as to give a longer single meeting period, in so long as the teacher work day does not exceed seven (7) hours and fifty (50) minutes.

The building principal shall give written notice at least one (1) week in advance of a meeting that will adjust the starting and ending time of the workday.

No faculty meeting or compensatory time for secondary teachers will begin prior to five minutes after school is dismissed.

**Article XXVI: Duration of Agreement**

This agreement will become effective July 1, 2021, and will expire on June 30, 2023.

**Article XXVII: Dues Deduction**

The Board of Education shall upon the written request of a teacher by September 1 deduct teacher association dues within a given contract year, in the amount and over the pay periods indicated on the written form.

The Board shall make a monthly reimbursement each month to the local association of the total dues collected to date for the month, with a list of names and amounts deducted.

Teachers dropping their membership shall notify the LCTA by August 15 and the LCTA

shall notify the Board clerk by September 1.

**Article XXVIII: District Personnel Files**

The school district maintains a district personnel file for each employee of the district. Individual district personnel files shall be accessible to the respective employee for

inspection during reasonable school business hours upon written request to the administrator who is custodian of the individual file.

The individual shall be entitled upon request, at no expense to the individual, to copies of items in the individual file.

**Article XXIX: Facility and Equipment Use**

The Association shall be allowed access to and use of the district facilities such as buildings, copy machines and computers, etc. The Association will provide paper and consumable supplies for Association business; but will be allowed reasonable use of paper for the purpose of the bargaining process. All use of buildings and equipment shall be scheduled with the appropriate building principal.

No privacy exists for the use of school computers, and appropriate district staff can examine any school computer at any time.

**Article XXX: Sick Leave Pool**

There is hereby established a pool of sick leave days for use by teachers. The sick leave

pool shall be used in the event of major illness or disability. This pool is not intended for brief

absences and will be implemented as follows:

1. Each teacher shall be a member of the sick leave pool and eligible for the benefits therein.
2. Each teacher shall transfer one (1) leave day each year to the sick leave pool. If the

accumulated days in the sick leave pool are more than 300 days on August 1 of any

year, employees that have donated to the pool for a minimum of 3 years will not be

required to transfer their 1 leave day.

1. Days transferred by an employee become a permanent part of the pool and will not be

returned. At the end of each contract year, the unused days in the sick leave pool shall

be carried over into the sick leave pool for the next contract year.

1. If the accumulated days in the sick leave pool are less than 100 days on August 1 of any

year, each employee shall contribute two days to the pool that year. Additionally, if the

pool is depleted during any year, the committee shall take action as needed to meet the

needs of the members of the pool.

1. Before using the sick leave pool, each employee shall have depleted his/her

accumulated sick and personal leave.

1. Sick leave pool days are intended to provide for absences caused by prolonged and

serious diseases or disabilities for the employee or his/her immediate family as

described below. That would include intermittent absences due to follow-up care related

to the initial condition. Except as related to the underlying serious medical condition, sick

leave pool days are not intended for medical or dental appointments.

1. The application form will include a written statement from the employee's physician

certifying that the employee is incapable of performing his/her duties as a result of the

prolonged illness or disability. The physician may be asked to certify in writing the

number of days absence the given illness or disability requires. The completed form

should be returned to the office of the Superintendent who will forward it to the

committee.

1. Employees would be eligible for a number of days depending on longevity of sick leave

pool membership. These limits are for each illness/disability; a separate situation would

also be eligible for consideration by the committee in the same school year.

1. (Years = donated to the sick leave pool)

Year 1 – 5 10 days

Year 6 – 10 20 days

Year 11-15 30 days

Years 16-20 40 days

Years 21 and above days as supported by one’s physician

1. Catastrophic Clause: During a catastrophic emergency, the employee may apply to the

sick leave pool committee for additional days. The committee will review each

catastrophic emergency request on an individual basis.

1. The sick leave pool may not be used to cover employees who are receiving pay from

worker's compensation or KPERS disability.

1. The provisions of this section shall apply only to illness/disability of the employee,

spouse, child, grandchild, sibling, or parent of the employee or his/her spouse.

1. The sick leave screening committee which shall consist of:

* LCTA President
* Superintendent or Assistant Superintendent
* LCTA Building representative from the applicant’s building
* Principal from applicant’s building

1. A request must receive at least 2 votes to be approved.
2. The committee will make a decision within 10 days of the request. Written notification of

decision will be made by the committee to the applicant.

1. No committee member shall vote on his/her own request or the request of a family

member.

1. Days as used throughout this article refer to duty days.
2. The District Office will maintain a record of the days contributed to the Pool and days

granted by the Pool Bank and regularly make such record available.

**Article XXXI: Tuition Pool**

1. The Board provides $10,000 per fiscal year for the tuition pool. There shall be no carryover of unused funds from one fiscal year to the next.

2. The tuition pool shall be limited to graduate classes related to a teacher’s content area.

All courses must be approved by the superintendent prior to the start of the class for which reimbursement is being requested. Tuition reimbursement form is found in the negotiated agreement.

3. The district shall pay up to 3 hours of the tuition and fees, excluding books and materials, upon proof of the successful completion of the course. The year runs from Summer 2018 to Spring 2019.

4. Final transcripts along with receipts for tuition and fees shall be presented to the district office within 30 days of the completion of the course.

5. In the event the total amount of the pool is exhausted, the fees shall be paid in the order the requests were submitted for reimbursement.

6. The superintendent may identify the need for a current staff member to voluntarily add an additional teaching endorsement to their current Kansas teaching license. Should said staff member voluntarily choose to add the requested endorsement, the Board of Education reserves the right to negotiate terms and conditions with said staff member

for the payment of any or all related expenses specific to the acquisition of said

endorsement.

**Article XXXII: Teacher Evaluation**

Career teachers are professional educators who are in or beyond their fifth year. Career teachers may choose between two evaluation systems.

One is the traditional summative system (Appendix V) in which the administrator makes periodic classroom observations. The administrator then fills out a summative report and holds a conference with the teacher.

The alternative is a self‐analysis/self-reflection system outlined as follows:

1. The career teacher indicates by September 15 of each year whether they intend to follow the self‐assessment or the summative evaluation model.

2. The career teacher completes a written self‐assessment by September 15 (Appendix VI).

3. By the end of September, the career teacher participates in a self‐assessment conference with the administrator. The purpose of this conference is to define/refine the growth target selected by the teacher.

4. The target must be data based and student centered. How will the growth target improve student learning?

5. After the growth target is selected, a growth plan is developed (Appendix VII).

6. The teacher participates in two conferences reflecting on the process. One shall be prior to February 15 and the second at the end of the school year.

7. This may end an annual cycle or lead to a continuation of the same growth goal for the next year.

8. The self‐assessment instrument shall be included in the appendix. This shall be for information purposes only.

**Article XXXIII: Teachers in Need of Improvement**

If a building principal or other administrator charged with supervision duty judges a teacher’s performance to be sub‐standard, that administrator shall notify the teacher in writing of the improvements needed. The administrator shall develop a plan of improvement.

I

Unified School District 506

Altamont, KS

Certified Employee Handbook

For Certified Staff, Compliant with Board Policy

Revised and Updated: ?????

**USD 506**

Labette County

401 S. High School St

Altamont, KS 67330

(620) 784-5326

An Equal Opportunity Employer

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# INTRODUCTION

## LETTER FROM THE SUPERINTENDENT

**Dr. John Wyrick**

As we enter this school term we are pleased to provide you with this employee handbook. The information in this handbook will provide with a quick reference in regard to human resource questions that occur throughout the school year.

You will find the handbook provides information for the following: Employment Policies, Employee Safety, Payroll Information, Code of Conduct, Specific Department Information, Benefit Information, Time Away from Work, and General Polices. The handbook provides comprehensive overview for certified staff.

Please spend time familiarizing yourself with this handbook as the information contained inside may save you a phone call or a visit to our office. We wish a safe and productive year and we are here to assist you when needed.

We will be looking forward to seeing you during the year both at work and at school events.

Yours Truly,

Dr. John Wyrick

Superintendent

## INFORMATION ABOUT USD 506

Labette County USD 506 encompasses 500 square miles of Labette County. The district serves over 1,600 students enrolled in a K-12 system, which is housed in five kindergartens through eighth grade elementary schools and one comprehensive high school serving grades nine through twelve. Administrative offices are located in the Curran Administrative Center, Altamont, KS. The district is a member of the Southeast Kansas Education Service Center and of the Southeast Kansas Interlocal #637. Communities served by the district are Altamont, Angola, Bartlett, Dennis, Edna, Valeda, Labette, Mound Valley, and a large portion of the west side of Parsons. Cities in the immediate area include Parsons, Coffeyville, and Independence. Larger cities nearby include Pittsburg, KS, Joplin, MO, and Bartlesville, OK. Agriculture and agriculture related business are primary sources of income in the district. The communities in the district are served by three area hospitals. Recreation is readily accessible through area golf courses, Big Hill Lake, and Lake Parsons.

The Board of Education consists of seven members. Six of the seven members are elected from their districts, and one member is elected at large. Elections are held in April of odd-numbered years and members serve four-year, staggered terms. The Board sets policies for operating the schools and hires staff to carry out its policies. The current Board Policies on personnel guidance / issues will be reflected in this employee handbook. In addition, the Board gives approval to such matters as personnel contracts, major purchases, annual budgets, and curriculum. Furthermore, the Board acts on recommendations from the Superintendent of Schools, the chief executive officer of the district.

## PURPOSE FOR THE EMPLOYEE HANDBOOK

This Handbook is designed to acquaint you with USD 506 and provide you with general information about working conditions, benefits, and policies affecting your employment, and applies to all certified employees. It is your responsibility to read this handbook carefully and refer to it whenever questions arise.

The contents of this Handbook shall not constitute nor be construed as a promise of employment or as a contract between USD 506 and any of its employees. The Handbook is a summary of our policies, which are presented here only as a matter of information. All items described within this handbook are approved by the Board of Education. Current federal, state, local and Board Policy will prevail in matters not addressed in this employee handbook.

The policies in this handbook are to be considered guidelines. USD 506, at its option, may change, delete, suspend or discontinue any part or parts of the policies in this handbook at any time without prior notice. If any provision in this employee handbook be found to be unenforceable or invalid, it will invalidate only that portion of the book and not the entire employee handbook.

USD 506’s policies, benefits, and rules as explained in this handbook may change from time to time as education, employment legislation and economic conditions dictate. You will be given updates or replacement pages if and when provisions are changed.

You are responsible for reading, understanding, and complying with the provisions of this Handbook. Our objective is to provide you with a work environment that is constructive to both personal and professional growth.

This version of the employee handbook supersedes all previous manuals, handbooks, letters, memoranda, and understandings. If you have any questions or wish to receive further information about any particular guideline in this Certified Employee Handbook, please contact the District Office.

# EMPLOYMENT POLICIES

## DISCRIMINATION FREE WORKPLACE

It is our policy to provide equal employment opportunity to all individuals. We are committed to a diverse workforce. We value all employees’ talents and support an environment that is inclusive and respectful. We are strongly committed to this policy, and believe in the concept and spirit of the law. ***Board Policy, GAAA****.*

We are committed to assuring that:

* All recruiting, hiring, training, promotion, compensation, and other employment related programs are provided fairly to all persons on an equal opportunity basis;
* Employment decisions are based on the principles of equal opportunity. All personnel actions such as compensation, benefits, transfers, training, and participation in social and recreational programs are administered without regard to any characteristic protected by state, federal or local law; and
* Employees and applicants will not be subjected to harassment, intimidation, threats, retaliation, coercion or discrimination because they have exercised any right protected by law.

Employees are expressly prohibited from involvement in any form of unlawful employee harassment based on race, color religion, gender, sexual orientation, national origin, age, genetic information, disability, veteran status, or any other protected status. Improper interference with the ability of any employee to perform his/her job duties will not be tolerated.

USD 506 believes in and practices equal opportunity. A member of the District, generally the District Superintendent, is assigned by the Board to serve as the Equal Opportunity Coordinator and has overall responsibility for assuring compliance with this policy. All employees are responsible for supporting the concept of equal opportunity and diversity and assisting our District in meeting its objectives. Any employee who feels he or she is a victim of discrimination has a responsibility to report this information to management.

Complaints of discrimination will be resolved using the district’s discrimination complaint procedure found in ***Board Policy, GAAB***.

## AMERICANS WITH DISABILITES POLICY

It is USD 506’s policy not to discriminate against qualified individuals with disabilities in regard to application procedures, hiring, advancement, discharge, compensation, training, or other terms, conditions, and privileges of employment. USD 506 will reasonably accommodate qualified individuals with a disability so that they can perform the essential functions of a job. An individual who can be reasonably accommodated for a job, without undue hardship to USD 506, will be given the same consideration for that position as any other applicant.

It is the policy of the District to comply with all federal and state laws concerning the employment of persons with disabilities. USD 506 management is responsible for implementing this policy, including resolution of reasonable accommodation, safety and undue hardship issues. ***Board Policy, GAAA***

## I-9 IMMIGRATION REFORM POLICY

USD 506 complies with the Immigration Reform and Control Act of 1986 by employing only United States citizens and non-citizens who are authorized to work in the United States. All employees are asked on their first day of employment to provide original documents, verifying the right to work in the United States, and to sign a verification form required by federal law (INS Form I-9). If an individual cannot verify his/her right to work within three days of hire, USD 506 must terminate his/her employment.

## HARASSMENT-FREE WORKPLACE POLICY

USD 506’s policy is to provide a work environment that is free from harassment. Therefore USD 506 will not tolerate harassment based on age, race, gender, color, religion, national origin, disability, marital status, covered veteran status, sexual orientation, status with respect to public assistance, and other characteristics protected under state, federal, or local law. Such conduct is prohibited in any form at the workplace, at work-related functions, or outside of work if it affects the workplace. This policy applies to all USD 506 employees, parents, students, guests, vendors, and persons doing business with USD 506. ***Board Policy, GAAC***

Sexual harassment, one type of prohibited harassment, warrants special mention. Sexual harassment has been defined according to USD 506 guidelines as:

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

* Submission to such conduct is made a term or condition, either explicitly or implicitly, of an individual’s employment;
* Submission to or rejection of such conduct by an individual is used as a factor in decisions affecting that individual’s employment; or
* Such conduct has the purpose or effect of interfering with an individual’s work performance or creates an intimidating, hostile, or offensive working environment.

Examples of conduct prohibited by this policy include, but are not limited to:

* Unwelcome sexual flirtation, advances, or propositions;
* Verbal comments related to an individual’s age, race, gender, color, religion, national origin, disability, or sexual orientation;
* Explicit or degrading verbal comments about another individual or his/her appearance;
* The display of sexually suggestive pictures or objects in any workplace location including transmission or display via computer;
* Any sexually offensive or abusive physical conduct;
* The taking of or the refusal to take any personnel action based on an employee’s submission to or rejection of sexual overtures; and
* Displaying cartoons or telling jokes which relate to an individual’s age, race, gender, color, religion, national origin, disability, or sexual orientation.

If you believe that you are being subjected to workplace harassment, you should:

* If you feel comfortable enough to do so, tell the harasser that his or her actions are not welcome and they must stop.
* Report the incident without delay to your immediate supervisor/principal, or USD 506 Superintendent.
* Report any additional incidents or retaliation that may occur to one of the above resources.

Any reported incident will be investigated immediately and thoroughly. Complaints and actions taken to resolve complaints will be handled as confidentially as possible, given USD 506’s obligation to investigate and act upon reports of such harassment. Appropriate actions will be taken by USD 506 to stop and remedy all such conduct, including interim measures during a period of investigation.

Retaliation of any kind or discriminating against an employee who reports a suspected incident of harassment or who cooperates in an investigation is prohibited. An employee who violates this policy or retaliates against an employee in any way will be subject to disciplinary action up to and including immediate termination.

## VIOLENCE-FREE WORKPLACE

It is USD 506’s policy to provide a workplace that is safe and free from all threatening and intimidating conduct. Therefore, USD 506 will not tolerate violence or threats of violence of any form in the workplace, at work-related functions, or outside of work if it affects the workplace. This policy applies to USD 506 employees, parents, student’s guests, vendors, and persons doing business with USD 506.

It will be a violation of this policy for any individual to engage in any conduct, verbal or physical, which intimidates, endangers, or creates the perception of intent to harm persons or property. Examples include but are not limited to:

* Physical assaults or threats of physical assault, whether made in person or by other means (i.e., in writing, by phone, fax, e-mail, text, or social media).
* Verbal conduct that is intimidating and has the purpose or effect of threatening the health or safety of a co-worker.
* Possession of firearms or any other weapon on District property, in a vehicle being used on District business, in any District owned or leased parking facility, or at a school-related function.
* Any other conduct or acts which management believes represents an imminent or potential danger to work place safety/security.

Anyone with questions or complaints about workplace behaviors which fall under this policy may discuss them with a supervisor/principal or the District Superintendent. USD 506 will promptly and thoroughly investigate any reported occurrences or threats of violence. Violations of this policy will result in disciplinary action, up to and including immediate termination of employees. Where such actions involve non-employees, USD 506 will take action appropriate for the circumstances. Where appropriate and/or necessary, USD 506 will also take whatever legal actions are available and necessary to stop the conduct and protect USD 506 employees and property.

In addition to this policy, the District has a policy in place to address student behavior concerning weapons. For information on this policy, please contact your school principal. The safe school hotline number is 1-877-626-8203.

## WORKPLACE BULLYING POLICY

USD 506 is committed to providing a safe and healthy work environment for all employees. As such, USD 506 prohibits bullying of any kind and will deal with complaints accordingly. This policy applies to employees while working, at work functions and while traveling on business.

Bullying is defined as unwelcome or unreasonable behavior that demeans, intimidates or humiliates an individual or a group of individuals.

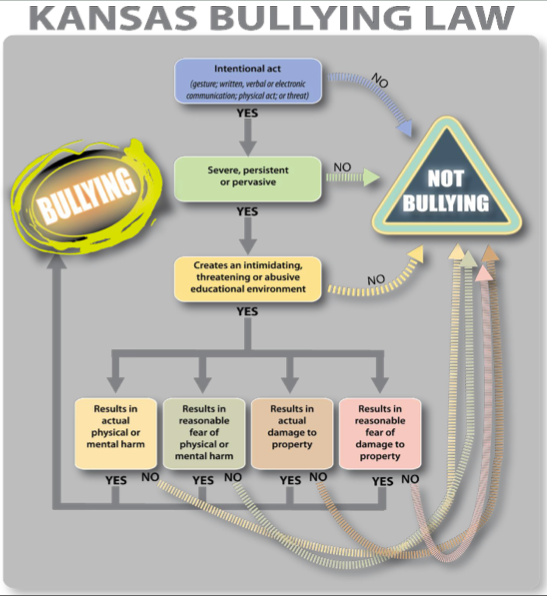
Bullying can be:

* An isolated incident or persistent incidents
* Carried out by a group or an individual
* Either direct or indirect
* Verbal or physical

Some examples of bullying include:

* Abusive or offensive language
* Unwelcome behavior
* Unreasonable insults or criticism (especially in public)
* Teasing and/or spreading rumors
* Trivializing of work or achievements
* Exclusion or isolation

Bullying can have devastating results. If you witness bullying or suspect bullying is taking place, report it to your supervisor and/or District Office immediately. All suspected incidents of bullying will be thoroughly investigated and disciplinary measures will be taken accordingly.



## COMPLAINT POLICY

USD 506 expects all employees to create an atmosphere free of discrimination and respect the rights of their co-workers.

In the event an employee experiences any job-related discrimination or harassment based on race, color, religion, gender, sexual orientation, national origin, age, disability, marital status, amnesty, veteran-status, or believe they have been treated in an unlawful, discriminatory manner or have been unlawfully harassed, promptly report the incident to a supervisor. If an employee believes it inappropriate to discuss the matter with their supervisor, it should be directly reported to human resources. Once made aware of your complaint, USD 506 is committed to commence an immediate, thorough investigation of the allegations. Complaints will be kept confidential to the maximum extent possible.

If, at the completion of an investigation, USD 506 determines that an employee acted in a discriminatory or harassing behavior, appropriate disciplinary action will be taken against the offending employee.

USD 506 prohibits any form of retaliation against any employee for filing a bona fide complaint under this policy, or for assisting in the complaint investigation. However, if, after investigating any complaint of unlawful discrimination, USD 506 determines that an employee intentionally provided false information regarding the complaint, disciplinary action may be taken against the one who gave the false information.

## DRUG FREE WORKPLACE /SCHOOL POLICY

We recognize alcohol and drug abuse to be potential health, safety and security problems. It is expected that all employees will assist in maintaining a work environment free from the effects of alcohol, drugs or other intoxicating substances. Compliance with this Drug-free Workplace Policy is made as a condition of employment. ***Board Policy, GAOA.***

Employees are prohibited from the following when reporting for work, while on the job, on Company or customer premises or surrounding areas or in any vehicle used for Company business:

* The unlawful use, possession, transportation, manufacture, sale, dispensation or other distribution of an illegal or controlled substance or drug paraphernalia
* The unauthorized use, possession, transportation, manufacture, sale, dispensation or other distribution of alcohol
* Being under the influence of alcohol or having a detectable amount of an illegal or controlled substance in the blood or urine (“controlled substance” means a drug or other substance as defined in applicable federal and state laws on drug abuse prevention)

Additionally, an employee who violates the terms of this policy may be subject to any or all of the following sanctions: ***Board Policy, GAOB***

1. Short term suspension with pay;
2. Short term suspension without pay;
3. Long term suspension without pay;
4. Required participation in a drug and alcohol education, treatment, counseling, or rehabilitation program.
5. Discipline up to and including termination.
6. Termination or nonrenewal of employment relationship.

Drug and alcohol testing will be carried out in compliance with any applicable state and federal laws and regulations. USD 506 reserves the right to request an employee or applicant to submit to drug and/or alcohol testing for the purpose of: ***Board Policy, GAOD. (needs updated in board Policy)***

* Pre-employment testing
* Post-accident testing

Prior to applying sanctions under this policy, employees will be afforded due process rights to which they are entitled under their contracts or the provisions of Kansas law. Nothing in this policy is intended to diminish the right of the district to take any other disciplinary action which is provided for in district policies or the negotiated agreement. This policy is not intended to change any right, duty or responsibilities in the current negotiated agreement.

If it is agreed that an employee shall enter into and complete a drug education or rehabilitation program, the cost of such program will be borne by the employee. Drug and alcohol counseling and rehabilitation programs are available for employees of the district. Employees are responsible for contacting the directors of the programs to determine the cost and length of the program, and for enrolling in the programs. Contact the Board Clerk’s office for a list of these programs.

## DRUG AND ALCOHOL POLICY: CDL EMPLOYEES

Under the rules for implementing the Omnibus Transportation Employee Testing Act of 1991, every local public school district is required to conduct pre-duty controlled substance testing, reasonable suspicion, random and post-accident controlled substance and alcohol testing of each employee who is required to obtain a Commercial Drivers’ License (CDL). An employee covered by the rules is prohibited from refusing to take a required test.

Under the rules, school districts are also required to impose penalties on covered employees whose test results confirm prohibited alcohol concentration levels or the presence of a controlled substance; comply with extensive new reporting and record keeping requirements; adopt an employee alcohol and controlled substance misuse program; and provide for alcohol and controlled substance misuse information for employees, supervisor training and referral of employees to employee assistance programs.

Testing required for CDL purposes, USD 506 reserves the right to request an employee or applicant to submit to drug and/or alcohol testing for the purpose of:

* Pre-employment testing
* Random testing
* Post-accident testing
* Reasonable suspicion testing

USD 506 will follow all Federal and State regulations concerning drug and alcohol testing.

**NURSING MOTHERS POLICY**

The USD 506 will accommodate the transition of mothers who are returning to work after the birth of a child for up to 1 year.

Nursing employees will be provided with reasonable break time to express breast milk during the workday. Nursing mothers returning from maternity leave should speak with their supervisor regarding their needs. Supervisors will work with nursing employees to develop a break schedule that is reasonable, accounts for needs that may vary from day to day and creates the least amount of disruption to the Company’s operations.

USD 506 will provide a private area for nursing employees to express breast milk.

Breaks to express milk will not be paid. Employees may use normal break and lunch periods to accommodate additional nursing needs. However, if the breaks needed to express milk exceed the standard daily break time, then the employee must use personal time (either in the form of an unpaid break or paid time off

# SAFETY

## SAFETY RULES

It is USD 506’s policy to maintain a safe and secure working environment for all employees and clients. The District wants to ensure that our employees remain safe and injury-free when accidents are preventable. We expect our employees to refrain from horseplay, careless behavior and negligent actions.

While working, employees must observe safety precautions for their safety and the safety of others. All work areas must be kept clean and free from clutter and debris. Any hazards or potentially dangerous conditions must be corrected immediately or reported to a supervisor.

If you are involved in an accident, you must comply with the following procedure:

* If someone is seriously injured, obtain immediate medical assistance.
* Report the accident to a supervisor or building administrator immediately, even if you are not sure whether it is truly work-related. Even small, insignificant injuries, left untreated can result in more serious conditions.
* Follow your supervisors direction to obtain the necessary medical treatment for non-serious injury
* Immediately fill out an accident report regardless of the severity of the injury
* Employees who fail to comply with these procedures are subject to disciplinary consequences.

## ACCIDENT REPORTING

If an accidental injury arises out of and in the course of employment, the claim based upon such injury may be compensable. If an employee is injured on the job, the employee’s direct supervisor must be contacted as soon as possible after the injury.

* The employee and supervisor are responsible for completing the appropriate forms, which must be returned immediately to the District Office, USD 506, PO Box 189, Altamont, KS 67330. Forms are available at the District Office.
* Failure to notify the supervisor immediately of the accident/injury may prohibit payment of workers’ compensation benefits and may cause the employee to face disciplinary action up to and including discharge.
* The employee must maintain copies of all doctor's orders and provide a copy to the District Office.
* The employee must inform the doctor or hospital that he/she is covered by the district workers’ compensation plan.

Prior to returning to work an employee who is receiving worker’s compensation shall be required to provide the District Office with a written doctor's release. In addition, should the employee be released by a doctor to return to work and fail to do so, all benefits under sick leave shall end and those benefits under workers’ compensation shall be restricted as provided by current statute.

## WORKERS' COMPENSATION

Employees of USD 506 are covered by workers compensation insurance provided by the district. All work related injuries or illnesses will be managed through the district’s workers compensation program. The district abides by all the regulations regarding the investigation and compensation for workers injured within the scope of their duties to the district. ***Board Policy, GAOE.***

* All employees should be aware that certain behaviors involved in an injury or illness may exclude the individual for benefits through the workers compensation system.
* Injuries occurring when the employee is intoxicated or under the influence of any drugs, barbiturates, or other stimulants not prescribed to the individual by a physician.
* Refusal of the injured worker to submit to a drug or alcohol test.
* Injuries resulting from recreational and social activities unless such recreational or social activities are expressly required of the employee by the District.
* Injuries resulting from horseplay

The Board of Education of USD 506 utilizes a specific provider for its occupational health needs. Please refer to the employee bulletin board in your building for the latest information on this provider. In order to be eligible for workers compensation benefits, any employee incurring a work-related injury **must** utilize the district selected provider as the first medical contact. All incidents must be reported to your direct supervisor immediately and necessary forms completed.

## HEALTH EXAMINATIONS and TB TESTS

All classified and certified employees who come into direct contact with students must have a certificate of health form and TB test on file in the District Office prior to commencing their employment at his/her own expense. The district will accept physicals and TB test that were issued no more than 12 months prior to employment date.

## BLOOD BORNE PATHOGENS

Employees whose job responsibilities include "occupational exposure" to blood borne pathogens must receive training related to "universal precautions" which is an approach to infection control. According to the concept of universal precautions, all human blood and certain body fluids are treated as if known to be infectious for Human Immunodeficiency Virus (HIV) or Hepatitis B Virus (HBV).

The district will make the Hepatitis B vaccine and vaccination series available to any classified employee of the district who has occupational exposure free of charge. Employees who decline the Hepatitis B vaccine will sign a waiver form. An employee who initially declines the Hepatitis B vaccination may later request the vaccination. The district will then provide the vaccination to the employee.

## FIRE AND TORNADO DRILLS

Fire and tornado drills are scheduled throughout the year for employee and student safety. Your building principal will give instructions on the proper procedures for these drills. You are expected to participate and fully cooperate in these drills.

## SCHOOL EMERGENCY PROCEDURES

USD 506 has in place procedures for emergencies that may arise in the district. You will receive training and may receive a copy of the USD 506 Building Emergency Procedures Guide from the Crisis Plan Coordinator or the building principal. Please study the plan and be aware of the responsibilities of your position in the event of an emergency.

## SECURITY OF DISTRICT BUILDINGS

Maintaining the security of USD 506 buildings is every employee’s responsibility. When you leave USD 506’s premises make sure that all entrances are properly locked and secured.

## SMOKING AND TOBACCO PRODUCTS

The policy of USD 506 is that smoking and the use of tobacco products are prohibited on any district owned or leased building or property and in district vehicles. USD 506 will follow all federal and state laws regarding smoking. ***Board Policy, GAOC.***

## DRIVING WHILE ON DISTRICT BUSINESS

Driver inattention is a factor in a majority of motor vehicle accidents. We are not only concerned about your welfare as a USD 506 employee, but also the welfare of others who could be put in harm’s way by inattentive driving. As a driver, your first responsibility is to pay attention to the road. When driving on USD 506 business the following applies:

**Transportation of Students**

USD 506 classified employees occasionally transport students or other district personnel. It is important that they take this role responsibly and will focus only on the task of driving to the location and not allow distractions to interfere.

**Electronic Devices**

Electronic devices used while driving is a common, often harmful, distraction. We are concerned about your safety as well as the safety of others. For this reason, the use of cell phones or any electronic device while driving is prohibited. Do not accept or place calls/text/tweets (or any similar communication) unless it is an emergency, meaning the call cannot wait until you safely pull off the road or arrive at your destination. It is the responsibility of the employee to know and obey the laws regarding cell phone use.

**Obey the Law**

USD 506 is not responsible for any moving traffic violations, parking tickets, or any other city ordinances or state/federal laws regarding your driving habits and operation/care of your personal motor vehicle. Any tickets issued are the employee’s responsibility, even if the ticket is issued while conducting business for USD 506 or in a USD 506 vehicle. ***Board Policy, GAOG***.

**Other Safe Driving Precautions:**

* When operating a district vehicle equipped with seat belts, the driver and all occupants must wear seat belts.
* Use conservative judgment when road conditions are poor. Limit or avoid driving when rain or snow threatens your safety.
* Avoid distractions such as eating, applying makeup, paying too much attention to your radio/CD player, or other distracting behavior.
* Do not drive if your ability to drive safely is impaired by the influence of alcohol, illegal drugs or medications.
* Laptop computers should never be used at any time while driving.
* If using a vehicle not your own (rental or otherwise), be sure to properly adjust the mirrors and familiarize yourself with the vehicle’s controls before operating.

Employees who drive for district business in a non-commercial function must have a current, valid driver’s license, issued within the United States, and are subject to the terms and conditions of the District’s insurance carrier.

The following forms are to be kept in a secure place within the District vehicle: Vehicle registration, proof of valid insurance, and a District accident report form. Drivers must immediately report any vehicle accident to management, regardless of the amount of damage.

**COMMUNICABLE DISEASES**

An employee diagnosed by a physician as having a communicable disease as defined in current regulations, the employee must report the diagnosis and nature of the disease to the superintendent or Superintendent designee so that a proper reporting may be made to the county or joint board of health as required by current law.

An employee afflicted with a communicable disease dangerous to the public health shall be suspended from duty for the duration of the contagiousness in order to give maximum health protection to other school employees and students***. Board Policy, GAR.***

# PAYROLL INFORMATION AND PERSONNEL FILES

## CHANGE IN STATUS

Notification to the USD 506 District Office should be made within ten (10) calendar days of any change in mailing address or home telephone number, cell phone number, e-mail address, or change in family status which might alter Internal Revenue Code (IRC) section 125 fringe benefits, including marriage or divorce, birth or adoption of a child, change in employment status by the employee or spouse, or the taking of an unpaid leave of absence by the employee or spouse.

It is also important to keep any emergency contact information held by the District Office up-to-date.

## PAY DAY

USD506 utilizes a direct deposit method for paying district employees to the financial institution of their choice. Pay will be direct deposited on the 15th of each month. If the 15th falls on a weekend or holiday, payroll will be deposited on the day preceding the weekend or holiday.

Occasionally there is a banking holiday observed on a Monday that would necessitate pay being deposited into the employee’s account on Tuesday. Pay information stubs will be distributed to each employee as deposits are made in your account.

# CODE OF CONDUCT

## CHILD ABUSE

The Kansas Child Protection Act (K.S.A. 38-716-724) requires any district employee who suspects that a child's physical or mental health or welfare is being adversely affected by physical, psychological or sexual abuse will immediately report this suspicion to the Social and Rehabilitation Services (Child Abuse Hotline 1-888-369-4777) or to the local law enforcement agency. It is also recommended that the building principal be notified after the report is submitted.

District employees will not contact the child's family or any other persons to determine the cause of the suspected abuse or neglect. It is not the responsibility of the employee to prove that the child has been abused or neglected.

## CONFIDENTIALITY

All student/personnel information and materials are to be handled in a confidential manner and shall not be discussed with anyone other than the appropriate district personnel. If questioned about district policies or practices, employees shall refer a member of the public to the appropriate district personnel. Documented violations of this procedure could result in disciplinary action being taken against the employee, including termination.

## CONFLICT OF INTEREST

All employees have a duty to further the aims and goals of USD 506, and to work on behalf of its best interest. Employees should not place themselves in a position where the employee’s actions or personal interests may be in conflict with those of USD 506.

## DRESS CODE

The board encourages appropriate dress for all employees. Each building administrator has the responsibility to communicate the dress guidelines for their building.

## GIFTS

All employees are prohibited from receiving gifts of value from vendors, salespersons or other such representatives. Token gifts, such as coffee mug, occasional meal, pens, etc. are normally less than $25 in value, are acceptable.

## PERSONAL CONDUCT AND DISCIPLINARY ACTION POLICY

The work rules and standards of conduct for USD 506 are important, and the District takes them seriously. All employees are urged to become familiar with these rules and standards and are expected to follow the rules and standards faithfully in doing their own jobs and conducting USD 506’s business. Please note that any employee who deviates from these rules and standards will be subject to corrective action, up to and including immediate termination of employment. Certified employees may have additional rights provided by the negotiated contract.

Disciplinary actions may entail **verbal**, **written**, **final warnings**, **suspension**, or **termination**. All of these actions may not be followed in some instances. USD 506 reserves the right to exercise discretion in discipline and to take disciplinary action it considers appropriate, including termination at any time. Prior warning is not a requirement for termination. If you are disciplined, copies of your warnings are placed in your personnel file. The following are examples, not intended to be all inclusive, of violations that may result in disciplinary action:

* Absenteeism and/or tardiness
* Unsafe work practices
* Discourtesy to a student, parent, co-worker, volunteer, or the general public.
* Using abusive or profane language
* Poor job performance

In addition to those situations discussed elsewhere in this handbook, listed below are some other examples where immediate termination could result:

* Refusal or failure to follow directives from a supervisor or District Superintendent.
* Breach of confidentiality relating to the district, employee, or student information.
* Any act of harassment
* Altering, damaging, or destroying District property or records, or another employee’s or student’s property.
* Dishonesty, stealing or attempting to steal District, co-worker, student, or vendor property.
* Providing false or misleading information to any USD 506 representative or on any USD 506 records including the employment application, benefit forms, time cards, expense reimbursement forms, etc.
* Fighting or threatening a co-worker, student or vendor.
* Possession of firearms or weapons on District property.
* Failure of a drug or alcohol test.
* Failure to call in or report to work for three or more consecutive days, or failure to return to work after an authorized leave

This list is general in nature and is not intended to be all-inclusive.

USD 506 reserves the right to terminate an employee at any time for any lawful reason with or without prior disciplinary counseling or notice. Nothing in this Handbook or any other USD 506 document is intended to modify “at-will” employment, promise progressive discipline or disciplinary counseling, or promise notice in circumstances where USD 506 considers immediate termination or discipline to be appropriate.

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## CERTIFIED STAFF THAT HOLD A CLASS B CDL FOR STUDENT TRANSPORTATION

School buses owned by USD #506 Labette County shall be used only for activities of the public schools for transportation to and from school and for authorized school activity trips.

Employment will be subject to state guidelines.

Every year, bus drivers must present to the Board of Education a completed physical examination form signed by the licensed physician chosen by USD #506 to complete driver physicals. The Board of Education will pay for this examination.

All bus drivers will be expected to attend the annual safety meeting, regularly scheduled safety meetings, or called meetings by the Transportation Director. Those drivers unable to attend the regularly scheduled meeting will be required to review the material shared in the meeting said meeting and complete a series of questions pertaining to the safety information shared at that meeting.

Bus drivers will adhere to all safety measures outlined by the Kansas Division of Motor Vehicles. Driver handbooks can be downloaded at [www.ksrevenue.org/pdf/dlhb.pdf](http://www.ksrevenue.org/pdf/dlhb.pdf) or are available in the transportation office.

Bus drivers on regular routes and activity trips shall stop at all railroad crossings.

The following credentials are required in order to drive a school bus:

1. Must hold a valid Kansas CDL with S and P endorsements.
2. Must never have had any driver’s license revoked.
3. Must have at least 12 hours of training with a qualified driver trainer. Training will be paid at minimum wage.
4. Must have 20 hours driving experience with students while under the supervision of an approved driver trainer. Training will be paid at minimum wage.
5. Must have yearly First Aid and CPR training.
6. Must have current Defensive Driver training.
7. Must attend monthly safety meetings (a minimum of 10 annually).
8. Must complete all forms and produce all information necessary for payroll purposes.
9. Must complete all reports neatly and on time.
10. Must perform pre and post trip inspections.
11. Employment is governed by state regulations regarding criminal or legal issues.

While working, the law says you must not:

1. Go on duty when under the influence of any narcotic, illegal drug, alcoholic beverage or liquor, regardless of the latter’s alcoholic content, not shall any driver consume any narcotic, illegal drug, alcoholic beverage or liquor while on duty.
2. Have in your possession any narcotic, illegal drug or alcoholic beverage or liquor.
3. Drive any school bus more than ten (10) consecutive hours or more than an aggregate of ten (10) hours spread over a period of sixteen (16) consecutive hours.
4. Drive without your seatbelt locked.
5. Permit a bus, when traveling, to coast with the transmission in neutral or the clutch disengaged. The doors of the bus shall be closed before such bus is put into motion and shall remain closed when traveling, except that the service door may be opened upon the approach and passing over of railroad tracks.
6. Fill a fuel tank while the engine is running or when students are inside the bus. Fuel shall not be carried or transported except in the regularly provided fuel tank of the bus.
7. Put a bus in motion until all students are seated. When unloading students, the bus driver shall not allow students to leave their seats until the bus comes to a complete stop.
8. Allow anyone, other than school personnel and students regularly assigned thereto, to ride the bus unless the director or his authorized representative has issued a permit of a type and form approved by the Director of Transportation.
9. Require any student to leave the bus before each student has reached his or her destination.
10. Leave the bus while the engine is running.
11. Make any repairs, except as may be necessary while on the road, unless he/she is the mechanic charged with the care and maintenance of the bus.
12. Forget that the school bus shall be inspected by the driver daily, before use, to ascertain this it is in safe condition, equipped as required by all provisions of law, and that all equipment is in good working order. The driver shall test for the proper operation of the parking, service, and emergency braking systems, and shall open and close all doors. No student shall be transported until any defects discovered have been corrected.

# BENEFIT INFORMATION

## FRINGE BENEFITS/AND OPTIONS

USD 506 Labette County provides a wide range of benefits for you and your dependents at the lowest possible cost. We want you to be aware that we, too, are consumers of the benefits offered and that our interest in the performance of our benefits plan is a professional one as well as a personal one.

If you are an employee classified as at least 0.4 FTE, then you are eligible for the following benefits. Unless otherwise noted, your insurance benefits will be effective the first of the month following date of hire.

Major Medical and Prescription – Our major medical and prescription plan is designed using a preferred provider network with co-pays, co-insurance, and deductibles. The cost to participate in the major medical and prescription plan is dependent on the amount of hours the individual is scheduled to work. Multiple plan options may be available. USD 506 currently covers a large portion of the employee’s individual coverage for full time employees.

Voluntary Dental – Our dental plan is a voluntary plan paid for by the employees who chose to participate in the plan. Multiple plan options may be available to help you provide for your specific dental needs.

Voluntary Vision – Our vision plan is a voluntary plan paid for by the employees who chose to participate in the plan. The plan is intended to cover exams and basic eye care needs.

Group Voluntary Term Life Insurance – Our group term life plan allows you to secure term life insurance for yourself and family members at low group rates. The rates are age based and guarantee issue may be available.

Group Voluntary Disability Insurance – Our group disability insurance plan offers a variety of options allowing each employee to determine the plan that is right for their needs. The rate is dependent on the option chosen. Our plan is voluntary and paid for by the employees who chose to participate

In addition to the items listed above, USD 506 may offer other voluntary benefits.

The design of the insurance benefit programs may change from year to year. USD 506 will continue to look for cost effective insurance benefits to offer each year. For a full description of the insurance benefits offered by USD 506 please refer to the Benefit Guide.

Section 125 - To assist employees with cost savings programs, USD 506 offers the insurance programs through a Section 125 Plan. This plan allows employee to pay their insurance premiums with pre-tax dollars. Along with the tax savings there are rules and restrictions. Please refer to the Benefit Guide for a description of these rules and restrictions.

Flexible Medical Spending and Dependent Daycare – In addition to the tax saving on insurance premiums through the Section 125 Plan, USD 506 offers employees the ability to save tax dollars on out of pocket medical spending and on dependent daycare expenses.

***Please refer to the Benefit Guide for a description of these plans.***

## KANSAS PUBLIC EMPLOYEES RETIREMENT SYSTEM (KPERS):

Each employee who works at least six hundred thirty (630) hours per year or an equivalent of three and one half (3 1/2) hours per day must become a member of KPERS. An employee contribution of 4% of the gross pay as determined by current statute will be made each payroll period, if hired prior to July 1, 2009 and 6% if hired after July 1, 2009. Please refer to the KPERS information that is provided to you for complete information including contact phone numbers.

## RETIREMENT HEALTH BENEFITS

Upon retirement from USD 506, employees and their dependents may continue to participate in the district provided group health care benefits upon written application filed with the district clerk within 30 days following retirement. To qualify for such coverage extension, the individual must have been employed by the district for no less than 10 years. The coverage may cease to be made available upon:

* The retired employee attaining age 65
* The retired employee failing to make required premium payments on a timely basis, or
* The retired employee becoming covered or eligible to be covered under a plan of another employer.

The retired employee is responsible for the cost of the continued health care benefits.

The anniversary date of the district’s health insurance group plan is September 1 of each year, and the annual rate is set at this time. To participate in the retiree health insurance group, the retiree shall present to the clerk of the board, payment in the amount of the monthly premium for the coverage by the 10th of each month. Personal checks shall be made out to USD 506. The District will forward payment to the insurer. It is the responsibility of the individual to ensure that all payments are made to the district timely. If you have any questions concerning this benefit, please contact the district clerk.

# TIME AWAY FROM WORK

## ATTENDANCE

You are expected to be at your workstation and ready at the beginning of your assigned daily work hours. When your work takes you away from your workstation, please let your supervisor know where you are going and how long you expect to be gone.

## JURY DUTY

Certified employees called to jury duty may be paid their regular school pay as long as the employee endorses all jury duty pay, except for reimbursement for mileage and subsistence, over to the district. **GBRI-R**

Notice of jury duty shall be given to the employee’s supervisor immediately upon receipt of the jury duty notification by the employee.

## TIME OFF TO VOTE

USD 506 encourages all employees to vote. However, since the polls are open for long periods, you are encouraged to vote before or after regular working hours.

If state law requires a different arrangement, USD 506 will comply with state law.

FAMILY AND MEDICAL LEAVE   
Eligible employees of USD 506 are allowed to take unpaid Family and/or Medical Leave under federal law, the Family and Medical Leave Act (FMLA).

**Eligibility.** To be eligible for leave, you must be employed by the District for at least 12 months. In addition, in the 12 months immediately preceding the beginning of the leave, you must have worked at least 1,250 hours to qualify for federal FMLA. In addition, you must work in an office or work site where 50 or more employees are employed within 75 miles of that office or work site.

**Amount of Leave Available**. As stated above, eligible employees are generally eligible for *up to* a total of 12 weeks of protected leave, within a rolling twelve-month period, measured backward from the date an employee uses any Federal leave for any combination of reasons listed below. Where leave is taken to care for a covered servicemember who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status or is otherwise on the temporary disability retired list, for a serious injury or illness, a spouse, son, daughter, parent or next of kin may take up to 26 weeks of unpaid leave during a single12-month period.

Sick leave, vacation leave and or personal leave will be used concurrently with FMLA leave. Unless, an employee is on FMLA leave because of a work related injury.

Please contact the District Clerk for leave details if you and your spouse are both employees of USD 506

**Types of Leave Available**

**Birth or Placement for Adoption or Foster Care:** Family leave is available to eligible male and female employees for the birth of a child or for placement of a child with the employee for purposes of adoption or foster care. Federal leave must be completed within 12 months of the birth or placement. Federal leave may not be taken intermittently. The need for leave must be documented by your treating healthcare provider through our medical certification process (see below) or documented proof of placement of a child.

**Serious Health Condition of Employee:**  If, as an eligible employee, you experience a *serious health condition* as defined by federal law, you may take medical leave under this policy. A serious health condition generally occurs when you:

[Current\_date]

[Current\_date]

[Current\_date]

[Current\_date]

[C

\_official name]

* Receive inpatient care in a hospital, hospice or nursing home;
* Suffer a period of incapacity accompanied by continuing outpatient treatment/care by a healthcare provider; or
* Have a history of a chronic condition that may cause episodes of incapacity.

Medical leave may be taken all at once or, when medically necessary, intermittently. The need for leave must be documented by your treating healthcare provider through our medical certification process. A fitness-for-duty statement will be required in order for you to return from a medical leave. Failure to provide the statement will result in a delay in the return to work.

**Serious Health Condition of Immediate Family Member**: If, as an eligible employee, you need family leave in order to care for your son, daughter, spouse or parent who experiences a serious health condition as defined by federal law, you may take medical leave under this policy. Medical leave may be taken all at once or, when medically necessary, intermittently.The need for leave must be documented by the family member’s treating healthcare provider through our medical certification process.

**Active Duty Because of Any Qualifying Exigency:** If, as an eligible employee, you need family leave because of any qualifying exigency arising out of the fact that your spouse, son, daughter, or parent is on active duty, or has been notified that they will be called or ordered to active duty in the Armed Forces in support of a contingency operation, you may take family leave under this policy. Family leave for any qualifying exigency arising out of the active duty of a family member may be taken all at once or intermittently.The need for leave must be documented by a certification in a form and in such manner as the US Department of Labor and the Secretary of Defense prescribe.

**Servicemember Family Leave:** If, as an eligible employee, you need family leave to care for a covered servicemember who is your spouse, son, daughter, parent or next of kin and who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status or is otherwise on the temporary disability retired list, for a serious injury or illness incurred in the line of duty on active duty, you may take up to 26 weeks of unpaid leave during a single12-month period under this policy. Servicemember family leave may be taken all at once or, when medically necessary, intermittently.The need for leave must be documented by the family member’s treating healthcare provider through our medical certification process.

**Notifying USD 506**

Generally, an application for leave must be completed for all leave taken under this policy. The need to take non-emergency leave should generally be requested from the District Office, as soon as practicable, in advance of the need. In cases of emergency, verbal notice should be given as soon as possible (or by your representative if you are incapacitated), and the application form should be completed as soon as practicable. Failure to provide adequate notice may, in the case of foreseeable leave, may result in a delay or denial of the leave. It is your responsibility to notify your principal/supervisor and the District Clerk of absences that may be covered by FMLA.

You must provide sufficient information regarding the reason for an absence for the District to know that protection may exist under this policy. Failure to provide this information will result in delay and/or forfeiture of rights under this policy. This means the absence may then be counted against your record for purposes of discipline for attendance, etc.

**Medical Certification Process**

In addition to an application for leave, you will be required to complete a medical certification form where leave is for a family member’s or your own serious health condition. The certification form needs to be signed by the health care provider. The short-term disability certification may be sufficient where the information required is duplicative. These forms are available from the District Office. Second or third certifications from health care providers and periodic re-certification at USD 506’s and/or your expense may be required under certain circumstances. We may also require periodic reports during federal FMLA leave regarding your status and intent to return to work.

**Certification for Active Duty Because of Any Qualifying Exigency**

In addition to an application for leave, you will be required to complete a Certification of Qualifying Exigency for Military Family Leave form and to furnish to the District in a timely manner any certification that your family member is issued regarding their active duty or call to active duty in the Armed Forces.

**Non-Continuos Leave**

Intermittent and/or reduced leave will be permitted only when it is medically necessary or for a qualifying exigency/call to active duty as explained above. In all cases, the total amount of leave taken in a calendar year should not exceed your total allotment as defined earlier in this policy.

Intermittent and reduced schedule leave must be scheduled with minimal disruption to an employee’s job. To the extent an employee or family member has control, medical appointments and treatments related to an employee’s or family member’s serious health condition should be scheduled outside of working hours or at such times that allow for a minimal amount of time away from work.

If you request non-continuous federal FMLA leave which is foreseeable based on planned medical treatment for purposes of providing care to a child, spouse or parent with a serious health condition, for your own serious health condition, or for servicemember family leave, you may be required to transfer temporarily to an available alternative position offered by the District for which you are qualified and which better accommodates recurring periods of leave than your regular employment position. You will be entitled to equivalent pay and benefits, but will not necessarily be assigned the same duties in the alternative position.

**Benefit Continuation During Leave**

USD 506 will maintain group health insurance coverage and other employment benefits (such as group life insurance, AD&D, health and dependent flexible spending accounts, etc.) for you while on FMLA leave whenever such insurance was provided to you before the leave was taken and on the same terms as if you had continued to work. You will be required to pay your regular portion of insurance premiums – contact the District Office for an explanation of your options.

Benefits that are accumulated based upon hours worked shall not accumulate during the period of FMLA leave. In some instances, USD 506 may recover premiums it paid to maintain health insurance coverage for an employee who fails to return to work from FMLA leave.

**Returning to Work**

If the reason for FMLA leave is for your own serious health condition, you will be required to present a Fitness-For-Duty certification immediately upon return to work. If you wish to return to work before the scheduled expiration of an FMLA leave, you must notify USD 506 of the changing circumstances as soon as possible. An employee who fails to return to work immediately after the expiration of the leave period will be considered to have voluntarily terminated his/her employment.

**Rights Upon Return From Leave**

Upon return from Family or Medical Leave, you will be returned to the position you held immediately prior to the leave if the position is vacant. Certain exceptions exist for Key Employees as defined by law. If the position is not vacant, you will be placed in an equivalent employment position with equivalent pay, benefits, and other terms and conditions of employment. If you exhaust all leave under this policy and are still unable to return to work, your situation will be reviewed to determine what rights and protections might exist under other District policies.

The law provides that an employee has no greater rights upon a return from leave than the employee would have if the employee had continued to work. Therefore, you may be affected by a layoff, termination or other job change if the action would have occurred had you remained actively at work.

## RELIGIOUS OBSERVANCES

Federal and state equal opportunity laws generally require employers to accommodate the religious beliefs of employees, but do not require them to provide paid leave. USD 506 respects your religious beliefs and will consider unpaid leave to employees who, for religious reasons, must be away from the office on days of normal operation.

Beyond this, we must reconcile employees’ religious obligations with the requirements of running a school district and serving students. Supervisors will authorize schedule changes and/or additional use of vacation leave or unpaid leave, only where the requested arrangement, in the supervisor’s judgment, neither prevents the requesting employee from meeting the requirements of the job nor unfairly burdens other employees.

Employees who need time off for religious observance should request leave from their supervisors at least two weeks in advance. Time off is granted only with prior approval, but will not be unreasonably withheld.

# GENERAL POLICIES

## ELECTRONIC IMAGES AND PHOTOGRAPHS

Students and staff are prohibited from taking, storing, disseminating, transferring, viewing, or sharing of obscene, pornographic, depictions of nudity – themselves or others – lewd, threatening or otherwise illegal images or photographs, whether by electronic data transfer or other means, including but not limited to texting and e-mailing.

School staff will discourage digital and other photos being taken in school by students, due to privacy concerns. Students and staff should not participate in being photographed at school unless the photographs are for an official or authorized publication. Students and staff who choose to ignore this guidance could face legal or disciplinary consequences.

MEMORIALS   
The board may contribute district funds to a school library designated by the board to honor the passing of an employee or an employee’s relative. Books purchased with these funds shall be labeled to indicate the person whose memory they honor. If the person being honored is not a former USD 506 staff member, memorials may be made for the following: father, mother, spouse, son, daughter of any current USD 506 employee.

## PERSONAL PROPERTY

The district does not assume any liability for or provide any insurance on employees’ personal property.

## PERSONAL COMMUNICATION DEVICES

Staff possession or use of personal communication devices on district property, in district facilities during the work day and while the staff is on duty may be permitted subject to the limitations set forth in this language and consistent with any additional school rules. At no time will a personal communication device be used in a manner that interferes with staff duties and the responsibility for the supervision of students.

A personal communication device is a device, not issued by the district, emits an audible signal, vibrates, displays a message or otherwise summons or delivers a communication to the possessor of the device. These devices include, but are not limited to, walkie talkies, either long or short-range portable radios, portable scanning devices, cell phones, laptop computers and similar devices with wireless capability. This also includes other digital audio and video devices such as, but not limited to, iPods, iPads, radios and TVs.

Personal cell phones and other digital audio and video devices shall be silenced during instructional (or class) time, while on duty or at any other time where such use of the device would cause a disruption of school activities or interfere with work assignment. Cell phones which have the capability to take photographs or

video shall not be used for such purposes while on district property or while a staff member is on duty in district-sponsored activities, unless as expressly authorized by the principal or designee. Electronic devices brought to school will be restricted to district related activities. The district will not be liable for loss or damage to personal electronic devices brought to district property and district-sponsored activities.

USD 506 recognizes that staff will communicate with students electronically. Staff members who choose to communicate with students electronically are encouraged to do so using a district-provided device or district-supported technology (e.g., District Email, BrightArrow, Google Classroom). Texting students, with your personal device, is discouraged by the district.

Exceptions to the prohibitions set forth in this policy may be made for health, safety or emergency reasons with superintendent approval.

Staff members are subject to disciplinary action up to and including dismissal for using a personal communication device or social media in any manner that is illegal or violates the terms of this policy.   
  
The taking, disseminating, transferring, or sharing of obscene, pornographic, or otherwise illegal images or photographs, whether by electronic data transfer or otherwise (commonly called texting, sexting, emailing, etc.) may constitute a crime under state and/or federal law. Any person taking, disseminating, transferring, or sharing obscene, pornographic, or otherwise illegal images or photographs, will be reported to law enforcement and/or other appropriate state or federal agencies.

## PURCHASING PROCEDURES

All purchases will be made using the district Purchase Order which is printed in the Business Office. Submit a completed requisition form to your building principal or supervisor. Upon approval, the business office will return the requisition to its originator and that person will place the order. When the item is received by the person that placed the order they are to check the packing list against the purchase order. They are to then initial or sign the packing list and send to the board office. A vendor invoice will only be paid when the appropriate receiving documentation matches the purchase order.

In the event of an emergency, an employee can “walk” the paperwork through the system for approval, and return to the business office with an invoice for payment. The Business Office will determine what is considered an emergency.

Any person making a purchase without prior approval will be liable for that bill. The district assumes no responsibility for paying for purchases made prior to the approval of the Purchase Order.

**Expense Reimbursement**

Occasionally employees must pay for expenses while on district business. To be reimbursed for any expense, the appropriate Expense Claim and Transfer of Funds form must be completed and submitted to your supervisor or school principal for approval. Any expense that is deemed unnecessary, excessive, or not in the interest of the district will be rejected. If an employee is concerned about reimbursement of an expense, they should seek approval prior to making the purchase. It is important that any expenses are submitted for reimbursement quickly after the expense has occurred. Reimbursement vouchers for expenses that are considered out of date may be rejected.

**USD 506 SOCIAL MEDIA POLICY**

Our District is committed to maintaining a good relationship with employees and with the outside world. It directly benefits the District as a whole as well as the employees and the community if USD 506 maintains a positive reputation and excellent image in the public eye. The way the public views USD 506 is vital to promoting our schools, gaining new students, retaining first-class employees and recruiting new employees.

USD 506 recognizes that many employees have their own individual social networking accounts and use them on their own time. We ask those individuals keep in mind that some actions on a personal site are visible for the entire social networking community and are no longer private matters. While USD 506 will not be continuously monitoring employees’ personal conduct on social networking sites, it might be a good guideline to assume that anything posted on your personal social networking profile could potentially be seen by other employees at the district.

**If an employee of USD 506 wishes to create/manage a social media site that represents USD 506 he/she must:**

* Use an officially recognized school logo.
* Gain prior approval to create social media site by filling out and submitting the required form.
* Include the school mission Statement and/or approved description of purpose of social media account.
* Abide by all other guidelines included in the social media section of the employee handbook.
* Be willing to remove a post if Administration deems it necessary.

**It is not appropriate for employees to:**

* Use or post on social networking sites to conduct personal or non-district business,
* browse social networking sites for non-district business, update personal information, or read email alerts regarding personal social networking activity during working hours.
* Post any pictures or comments involving the district or other USD 506 employees, or students that could be construed as inappropriate.
* Allow others to post inappropriate or sensitive information regarding USD 506 anywhere on your profile.
* Treat fellow employees, students and the public with disrespect while posting.
* Post anything he/she would not want a manager/supervisor to see.

While USD 506 has no intentions of controlling employees’ actions outside of work, it is important that employees use discretion when posting content on the Internet, and especially on social networking sites that could affect USD 506’s operations or reputation.

At USD 506, we are proud to embrace the power of social media as a tool to communicate and engage with our parents, students, and community. Negative behavior or attacks on any student or employee, by a student, employee, parent, or any member of the public is disruptive to our district’s positive learning environment and will not be tolerated.

This policy serves as a notice on the practice of social networking for all employees to read and understand. You have a responsibility to the district and your co-workers. Disregarding of this policy, with or without intent may result in disciplinary action up to and including termination.

## SOLICITATIONS

Solicitations of staff members by any vendor, student, other school district employee or patron of items relating directly to the expenditure of school district funds during work time are prohibited unless permission is granted by the employee’s immediate supervisor. The manner of solicitation may be restricted by the immediate supervisor.

## TECHNOLOGY: USD 506 ACCEPTABLE USE POLICY

The purpose of the Labette County USD 506 computer network is to promote the exchange of information to further education and is consistent with the mission of USD 506. It is the policy of the Labette County USD 506 school board to maintain an environment that promotes ethical and responsible conduct in all online network activities by staff and students. It shall be a violation of this policy for any employee or student to engage in any activity that does not conform to the established purpose and general rules and policies of Labette County USD 506.

The use of the USD 506 computer network is a privilege, not a right, and inappropriate use may result in cancellation of that privilege and school disciplinary action and/or appropriate legal action shall/may be taken.

**Acceptable/Unacceptable Use**

Network/Internet/Intranet/Email

1. The Labette County USD 506 computer network is in support of education practices and research consistent with the purposes of Labette County USD 506 and is not for private or commercial business use, political or religious purposes.
2. Network accounts are to be used only by the authorized owner of the account for the authorized purpose. All network activity is subject to the district’s review at any time, there is no right of privacy in e-mail/internet/network use by any student or staff member.
3. All internet connections will be filtered using the filtering solution established by USD 506 per CIPA requirements. Attempts by students or staff to circumvent the filtering system may result in loss of network/internet/intranet privileges. Any use of the network for illegal activity is prohibited.
4. Use of the network to access obscene, pornographic, or dangerous material or any material not congruent with the mission of USD 506 is prohibited.
5. Sending material likely to be offensive or objectionable to recipients is prohibited.
6. Using programs that harass other network users or infiltrate a computing system and/or damage the software is prohibited.
7. Users will make efficient use of network resources to minimize interference with others. All network connections must have prior approval of the Technology Facilitator before being established. All network connections are subject to being disconnected or removed if used inappropriately or if it is causing a disruption of network services.
8. Any use of the network that accesses outside resources must conform to the USD 506 “AUP”.
9. Subscriptions or access to Lists, bulletin boards, chat rooms, and on-line services must be pre-approved by the district and conform to the USD 506 “AUP”.

**Security**

1. Users will respect the rights and property of others and will not improperly access, misappropriate or misuse the files, data, or information of others.
2. Users may not share their account with anyone or leave the account open or unattended.
3. Users will keep all accounts and passwords confidential and not accessible to others.
4. Users are responsible for making back-up copies of critical documents.
5. When using the internet/email extreme caution must always be taken in revealing any information of a personal nature. Information about students will not be provided without the written permission from parent/guardian and requires teacher supervision. *Exception would be use of an individual picture or group picture using first name only and/or using first name only for reference on school web pages.*

**Software/Hardware**

1. The district technology specialists are to install or approve the installation of any/all software/hardware on district computers and approve all purchases of software/hardware related to the USD 506 computer network. Students and staff are not to install games, applications, or other software on district computers without prior approval of a technology specialist.
2. The illegal installation of copyrighted software or files for use on district computers is prohibited. Staff and students are responsible for meeting copyright laws and responsible for addressing issues concerning plagiarism.
3. Users are responsible for taking precautions to prevent viruses on their own equipment and Labette County USD 506’s equipment. Users must notify district technology staff if they have a virus on their computers or suspect they have a virus, users may not disable virus installed software used to prevent viruses or install virus related software.

**Staff E-Mail**

1. E-mail is provided for the purpose of exchanging information consistent with the mission of Labette County USD 506. All e-mail must conform to the USD 506 “AUP”.
2. E-mail messages are subject to the district’s review at any time, there is no right of privacy in e-mail use by any student or staff member.
3. Unnecessary email should be deleted regularly from your e-mail directory to conserve file space on the email server.

**Policy Administration**: Interpretation, application, and modification of this Acceptable Use Policy are within the sole discretion of Labette County USD 506. Any questions or issues regarding this policy should be directed to Labette County USD 506 administration. USD 506 may immediately implement any policy deemed necessary by the administration in regards to the USD 506 AUP.

**Property Rights**: The computers, computer network, and all the files contained therein are the property of USD 506. The district has the right to specify who uses its equipment and the information contained therein, under what circumstances, and to what purpose. Equipment purchased by the district belongs solely to the district and neither employees, volunteers, nor students in the district have ownership rights to any equipment loaned to them by the district.

**Data Security**: The district assumes no responsibility or liability if documents stored on district equipment are misused, inappropriate, damaged, or lost.

False Entry/Alteration: No student, volunteer, or district employee shall make any false entry or alteration of any document, either paper or electronic, used in connection with the operation of any school within the district nor shall any student open or alter official school documents or private documents, either paper or electronic.

**Cyberbullying**: Cyberbullying will also not be tolerated. Cyberbullying is when one person bullies another using the internet, cell phones, or other technology. This can include but is not limited to: sending mean text, e-mail, or instant messages; posting inappropriate pictures or messages about others on social media sites ~~in blogs~~ or on web sites; using someone else’s user name to spread rumors or lies about someone via the internet or school network.

**Enforcement**: The district shall uphold laws pertaining to the use of technological equipment and the information contained on them and/or generated by its use. Anyone found to be violating such laws shall/may be subject to suit for civil damages as well as prosecuted by the district to the full extent of the law.

**Supervision**: All computer/internet access by students will be monitored/supervised by USD 506 teachers and staff. *Unsupervised computer/internet access by students is not allowed.*

**Consequences of Violation of Technology Policies**: All of the policies and procedures for acceptable use of computers and networks are intended to make educational technology more useful to students and USD 506 employees. Our intention is to minimize unacceptable use and maximize the successful use of technology in education. Use of technology for internet access, e-mail, and other network uses is a privilege, not a right.

Violations of this policy, or any administrative regulations and guidelines governing the use of technology, may result in disciplinary action which could include loss of network access, loss of technology use, suspension or expulsion (for students), or other appropriate disciplinary action.  Violations of local, state or federal law may subject students and/or USD 506 staff to prosecution by appropriate law enforcement authorities.

A signed USD 506 Acceptable Use Policy permission form for all students and staff will be retained on file for the current school year and will be renewed each school year.

## WORKSHOPS

Pre-approved expenses for all district required workshop sessions will be paid by the district.

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# Receipt for Negotiated Agreement and Certified Employee Handbook:

The Negotiated Agreement and Certified Employee Handbook is a compilation of personnel policies, practices and procedures currently in effect at USD 506 an equal opportunity employer.

This Negotiated Agreement and Certified Handbook is designed to introduce employees to USD 506, familiarize you with policies as they pertain to you as an employee, provide general guidelines on work rules, disciplinary procedures and other issues related to your employment, and to help answer many of the questions that may arise in connection with your employment.

The Certified Employee Handbook portion of this document is intended solely to describe the present policies and working conditions at USD 506. This Handbook does not purport to include every conceivable situation; it is merely meant as a guideline, and unless laws prescribe otherwise, common sense shall prevail. Of course, federal, state, and/or local laws will take precedence over USD 506 policies, where applicable.

Personnel Policies are applied at the discretion of USD 506. USD 506 reserves the right to change, withdraw, apply, or amend any of our policies or benefits, including those covered in this Handbook, at any time. USD 506 may notify you of such changes via a printed memo, or notice of amendment to or reprinting of the Certified Handbook portion, but may, in its discretion make such changes at any time, with or without notice and without a written revision of the Certified Handbook portion.

Copies of the Certified Employee Handbook will be readily accessible to all employees and you may obtain a personal copy for long-term use upon request in the District Office.

By signing below, you acknowledge that you have read and understand the contents of USD 506 Negotiated Agreement and Certified Employee Handbook, including the Discrimination Free Workplace and Harassment Policies contained within this Agreement/Handbook and agree to abide by them. You understand it is your responsibility to read and comply with the policies contained therein and any revisions made to it.

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Signature Date

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