

2024-2025



**CLASSIFIED & HEALTH SERVICES
EMPLOYEE HANDBOOK**



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Mission Statement

The mission of the Piper Unified School District 203 is to provide each student with quality instruction, learning opportunities and a safe educational environment which inspires academic success, personal excellence, and responsible citizenship.

Introductory Statement

The Piper School District Classified and Health Services (Nurses, Nurse Assistants) Employee Handbook has been prepared to assist you in understanding the policies, rules, guidelines, and benefits which apply to classified and health services employees in the Piper School District.

The material is presented as a matter of information only, and the contents should not be interpreted as a contract between the Piper School District and any of its employees. Please read the handbook carefully and keep it available for future reference. One of your first responsibilities as an employee is to become familiar with the contents. Questions should be addressed to your immediate supervisor. If additional information is desired, please contact the Human Resources Department.

Since the Piper School District is ever changing, the Board of Education expressly reserves the right to change any of the policies, guidelines, or procedures at any time. Changes will be posted by appropriate means. Changes will be effective on dates determined by the Board of Education. If you are uncertain about any policy or procedure, check with your immediate supervisor or with the Human Resources Department.

EMPLOYMENT

Nature of Employment

The policies set forth in this handbook are not intended to create a contract, nor are they to be construed to constitute contractual obligations of any kind or a contract of employment between USD 203 and any of its' employees. The provisions of the handbook have been developed at the discretion of the Human Resources Department and, except for its policy of employment at-will, may be amended or cancelled at any time, at USD 203's sole discretion.

These provisions supersede all existing policies and practices and may not be amended or added to without the express written approval of the Board of Education of USD 203.

Equal Employment Opportunity

In order to provide equal employment and advancement opportunities to all individuals, employment decisions at USD 203 will be based on merit, qualifications, and abilities. USD



203 does not discriminate in employment opportunities or practices on the basis of race, color, religion, sex, national origin, disability, age, sexual orientation, or gender identity.

USD 203 will make reasonable accommodations for qualified individuals with known disabilities unless doing so would result in an undue hardship to the district. This policy governs all aspects of employment, including selection, job assignment, compensation, discipline, termination, and access to benefits and training.

Any employees with questions or concerns about any type of discrimination in the workplace are encouraged to bring these issues to the attention of their immediate supervisor or the Human Resources Department. Employees can raise concerns and make reports without fear of reprisal. Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including termination of employment.

Employee Medical Examinations

K.S.A. 72-6266. Certification of health; form and contents; expense of obtaining; alternative certification. (a) Every board of education shall require all employees of the school district, who come in regular contact with the pupils of the school district, to submit a certification of health on a form prescribed by the secretary of health and environment and signed by a person licensed to practice medicine and surgery under the laws of any state, or by a person who is licensed as a physician assistant under the laws of this state when such person is working at the direction of or in collaboration with a person licensed to practice medicine and surgery, or by a person holding a license to practice as an advanced practice registered nurse under the laws of this state when such person is working at the direction of or in collaboration with a person licensed to practice medicine and surgery. The certification shall include a statement that there is no evidence of [a] physical condition that would conflict with the health, safety, or welfare of the pupils; and that freedom from tuberculosis has been established by chest x-ray or negative tuberculin skin test. If at any time there is reasonable cause to believe that any such employee of the school district is suffering from an illness detrimental to the health of the pupils, the school board may require a new certification of health.

All employees of the school district are required to furnish a statement of satisfactory health. This health examination must be completed and sent to the Human Resources Office before an employee may begin employment. Each person will be responsible for paying his or her own health examination.

Immigration Law Compliance

USD 203 is committed to employing only United States citizens and aliens who are authorized to work in the United States and does not unlawfully discriminate on the basis of citizenship or national origin.



In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. Former employees who are rehired must also complete the form if they have not completed an I-9 with USD 203 within the past three years, or if their previous I-9 is no longer retained or valid.

Employees with questions or seeking more information on immigration law issues are encouraged to contact the Human Resources Department. Employees may raise questions or complaints about immigration law compliance without fear of reprisal.

Non-Disclosure

The protection of confidential business information and trade secrets is vital to the interests and success of USD 203. Confidential information includes, but is not limited to the following examples:

- Computer processes
- Computer programs and codes
- Technological data
- Technological prototypes

Employees who are exposed to confidential information may be required to sign a non-disclosure agreement as a condition of employment. Employees who improperly use or disclose trade secrets or confidential business information will be subject to disciplinary action, up to and including termination of employment and, legal action, even if they do not actually benefit from the disclosed information.

Disability Accommodation

USD 203 is committed to complying fully with the Americans with Disabilities Act (ADA) and ensuring equal opportunity in employment for qualified persons with disabilities. All employment practices and activities are conducted on a non-discriminatory basis. Hiring procedures have been reviewed and provide persons with disabilities meaningful employment opportunities. Pre-employment inquiries are made only regarding an applicant's ability to perform the duties of the position.

Reasonable accommodation is available to all disabled employees, where their disability affects the performance of job functions. All employment decisions are based on the merits of the situation in accordance with defined criteria, not the disability of the individual.

Qualified individuals with disabilities are entitled to equal pay and other forms of compensation (or changes in compensation) as well as in job assignments, classifications, organizational structures, position descriptions, lines of progression, and seniority lists.



Leave of all types will be available to employees according to the position they are employed.

USD 203 is also committed to not discriminating against any qualified employees or applicants because they are related to or associated with a person with a disability. USD 203 will follow any state or local law that provides individuals with disabilities greater protection than the ADA.

Lactation Accommodations

The board recognizes that it is important for mothers to have the option and ability to express milk in the workplace and that Kansas and federal law encourages this practice. Therefore, the board directs the Superintendent to take measures to ensure that district employees who are nursing mothers be provided with an adequate location for the expression of milk and reasonable break times for doing so for at least one year after the birth of their child.

The Superintendent or the Superintendent's designee shall see that the district makes a reasonable effort to provide a place, other than a restroom, which is shielded from view, free from intrusion from coworkers and the public, and may be used by the employee to express milk during this timeframe.

Employees must give their supervisor notice of the need for lactation accommodations, preferably prior to return to work following the birth of their child(ren), to allow supervisors the opportunity to establish a location and to attempt to work out scheduling issues. Employees utilizing these accommodations are also responsible for maintaining the designated area by wiping utilized surfaces with disinfectant wipes after each use so the area is clean for the next user.

No employee shall be discriminated against for expressing milk during the work day, and reasonable effort will be made by the employee's supervisor to provide flexibility in the employee's work schedule in consideration of the requirements of the staff member's responsibilities and the availability of staff members to cover those duties, as necessary.

Whenever possible employees shall use usual break and meal periods for expressing milk. If additional time is needed beyond the provided breaks, employees may use personal leave or may make up the time as negotiated with their supervisors. Federal law does not require the district to compensate non-exempt staff members for work time spent expressing milk.

Job Posting

USD 203 provides employees an opportunity to indicate their interest in open positions and advance within the organization according to their skills and experience. In general,



notices of job openings are posted, although USD 203 reserves the right not to post all openings.

Job openings will be posted on the district's website and will normally remain open for a minimum of five days. Each job posting notice will include the date of the posting, job title, department and location.

To be eligible to apply for a posted job, employees must have performed competently for at least ninety calendar days in their current position. Employees who have a written warning on file or are on probation or suspension are not eligible to apply for posted jobs. Eligible employees can only apply for those posted jobs for which they possess the required skills, competencies, and qualifications.

To apply for an open position, current employees should submit an application or letter of interest to the Human Resources Department. Job posting is a way to inform employees of openings. Other recruiting sources may also be used to fill open positions.

EMPLOYMENT STATUS & RECORDS

Human Resources

Human Resources serves many capacities including:

- Management of Pre-Employment criteria and procedures
- Management of job counseling, mediation, hearing and resolving employee grievances
- Management of legal records and personnel documents
- Management of post-employment procedures including exit interviews
- Management of benefits, wages, and other compensation issues
- Serves as a liaison between supervisor and staff member and/or staff members

The Director of Human Resources works directly with the Superintendent to ensure that federal and state policies are enforced in an equitable manner.

Employment Categories

It is the intent of USD 203 to clarify the definitions of employment classifications so that employees understand their employment status and benefit eligibility. These classifications do not guarantee employment for any specified period of time. Accordingly, the right to terminate the employment relationship at-will at any time is retained by both the employee and USD 203.



Each employee's terms of employment is designated as either NON-EXEMPT or EXEMPT from federal and state wage and hour laws. NON-EXEMPT employees are entitled to overtime pay under the specific provisions of federal and state laws. EXEMPT employees are excluded from specific provisions of federal and state wage and hour laws. An employee's EXEMPT or NON-EXEMPT classification may be changed only upon written notification by USD 203 management.

In addition to the above categories, each employee will belong to one other employment category:

- **REGULAR FULL-TIME** employees are those who are not in a temporary or introductory status and who are regularly scheduled to work USD 203's full-time schedule based on the position they are employed in. Generally, they are eligible for USD 203's benefit package, subject to the terms, conditions, and limitations of each benefit program.
- **REGULAR PART-TIME** employees are those who are not assigned to a temporary or introductory status and who are regularly scheduled to work less than the full-time work schedule based on the position they are employed in. Regular part-time employees are eligible for partial benefits sponsored by USD 203, based upon the number of hours they work per week (300) and are subject to the terms, conditions, and limitations of each benefit program.
- **SUBSTITUTE** employees are those who are hired as interim replacements, to temporarily supplement the work force, or to assist in the completion of a specific project. Employment assignments in this category are of a limited duration. Employment beyond any initially stated period does not in any way imply a change in employment status. Substitute employees retain that status unless and until notified of a change. While substitute employees receive all legally mandated benefits (such as workers compensation insurance and Social Security), they are ineligible for all of USD 203's other benefit programs.

Access to Personnel Files

USD 203 maintains a personnel file on each employee. The personnel file may include such information as the employee's job application, resume, records of training, documentation of performance appraisals and salary increases, and other employment records.

Personnel files are the property of USD 203, and access to the information they contain is restricted. Generally, only administrators and supervisors of USD 203 who have a legitimate reason to review information in a file are allowed to do so.

Employees who wish to review their own file should contact the Human Resources Department. With reasonable advance notice, employees may review their own personnel files in USD 203's offices and in the presence of an individual appointed by USD 203 to maintain the files.



Classified Personnel:

All school buildings in the Piper district utilize the services of at least four categories of classified personnel: aides, custodians, food service personnel and secretaries. Each of these categories is discussed further below. A copy of the classified handbook should be maintained and consulted for specific information concerning classified personnel.

Principals will work with the Superintendent to assign aides within their buildings. Library aides are assigned for 175 days per year and classroom aides are assigned for 175 days per year. Special education paraprofessionals may be assigned to extended contracts in order to meet required professional development hours.

Library and classroom aides are hourly employees and must maintain and turn in to the principal a semi-monthly time sheet, a copy of which may be found in the appendix. Classified personnel fall under the federal Fair Labor Standards Act and we must therefore strictly account for all hours worked. The normal workweek for aides is 37.5 hours, not including lunchtime. This means that an aide would have to work an additional two and one-half hours before qualifying for time and one-half. The reason for this is that the definition of overtime is any hours over 40 worked during a seven-day period. Principals should examine, sign and forward to the district office all time sheets submitted by their aides. Staffing needs and operational demands may necessitate variations in start/end times.

The secretary's normal workweek is 40 hours, not including lunch. Workday beginning and ending times for secretaries and aides may be set by the principal. Principals should keep in mind that aides shall be present for a total of eight hours, seven and one-half working and a 30-minute lunch period. Secretaries shall be present for eight and one-half hours, eight working and a 30-minute lunch period. Keep in mind that in multiple secretary buildings the starting and ending times for secretaries should be staggered. This will allow the office to be kept open longer for the convenience of patrons. An office staff employee is to remain on duty until buses are finished with routes which could result in adjustment of report time to compensate for departure time.

Hiring Procedures for Classified and Licensed Staff

The following process/requirements are established for employment in USD 203:

Building Level:

1. Comprehensive screening of applications to determine the best qualified for the position. To be considered as a viable candidate, the applicant must have completed the application and provided resume, contact information, transcripts, letter of inquiry and license (if applicable).



2. Comprehensive interview process with at least one other individual on the interview team or justification as to why there was not another individual present in the interview.
 - Recommended that you use set questions to ask each candidate
 - Recommended that you use a rubric established to score the candidate
3. Comprehensive review of notes and tabulations of interview with interview team.
4. Comprehensive review and contact of **at least three (3) references** with notes, date/time of call, whom contacted.
5. Comprehensive review of all information submitted: resume, credentials, transcripts, letter of inquiry, license, and application. The omission of any information such as contact information, less than three (3) reference letters, incomplete application, etc. should be considered in the review process.

District Level:

1. Once the above has been completed, the candidate is referred to Direct of Human Resources for consideration. This will require: further reference reviews, background check, verification of college/university accreditation, verification of employment, salary or wage computation, possible letter of intent, and other notifications if applicable. The recommendation for employment will only go before the Board of Education after it is determined that all steps in the process have been made.
2. District office will communicate with the candidate once a determination has been made that they have cleared all of the preliminary hiring procedures.
3. Board of Education action/Contract issued.

***Superintendent reserves the right to adjust the procedures depending upon the circumstances.*

Food Service personnel are hired, supervised, evaluated and assigned to buildings by the Food Service Director. They are assigned based upon the number of students served and preparation responsibilities. Principals or their designees should work with the Food Service Director concerning any changes they would like to make at their individual buildings.

Custodians are assigned to all buildings according to local needs. Custodians are hired, assigned and evaluated by the Director of Maintenance. However, the Principals or their designees, are expected to supervise and make miscellaneous work assignments to



custodians and should provide input to the Director of Maintenance on the performance of custodial personnel.

Terminations, and intensive progressive discipline measures for all certified and classified staff will be delegated to the Director of Human Resources and/or Superintendent.

Employment Reference Checks

To ensure that individuals who join USD 203 are well qualified and have a strong potential to be productive and successful, it is the policy of USD 203 to check the employment references of all applicants. In addition, each employee is required to have a criminal background history check.

The Human Resources Department will respond to all reference check inquiries from other employers. Responses to such inquiries may confirm dates of employment, wage rates, position(s) held and objective and factual information concerning job history and work performance.

Personnel Data Changes

It is the responsibility of each employee to promptly notify USD 203 of any changes in personnel data. Personal mailing addresses, telephone numbers, number and names of dependents, and individuals to be contacted in the event of an emergency should be updated by the employee contacting the Director of Human Resources.

Employment Applications

USD 203 relies upon the accuracy of information contained in the employment application, as well as the accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in the exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment.

Performance Evaluation

Supervisors and employees are required to discuss job performance and goals on a regular basis. The performance of all employees is an ongoing process. All classified and health services employees will be evaluated at least once during each contract year. A copy of the written performance evaluation will be provided to the evaluated employee and a copy will be delivered to the Human Resource Office each year for placement in the classified employee's personnel file.

Job Descriptions

USD 203 maintains job descriptions to aid in orienting new employees to their jobs, identifying the requirements of each position, establishing hiring criteria, setting standards



for employee performance evaluations, and establishing a basis for making reasonable accommodations for individuals with disabilities.

Job descriptions are developed by Human Resources when new positions are created. Existing job descriptions are also reviewed and revised in order to ensure that they are up to date. Job descriptions may also be rewritten periodically to reflect any changes in the position's duties and responsibilities.

Employees should remember that job descriptions do not necessarily cover every task or duty that might be assigned, and that additional responsibilities may be assigned as necessary. Contact the Director of Human Resources-if you have any questions or concerns about your job description.

EMPLOYEE BENEFIT PROGRAMS

Employee Benefits

Eligible employees at USD 203 are provided a wide range of benefits. An eligible employee must work a minimum of 6 hours per day, five days per week. A number of the programs (such as Social Security, KPERS, workers compensation, state disability, and unemployment insurance) cover all employees in the manner prescribed by law. Benefits eligibility is dependent upon a variety of factors, including employee classification. District staff will identify the programs for which you are eligible at the time of enrollment.

The following benefit programs are available to eligible employees:

- Cafeteria 125 Plan
- Dental Insurance
- Health Insurance
- Holidays
- Life Insurance
- Long-Term Disability
- Medical Leave
- Sick Leave Benefits (provided for all employees based on hours worked per day)
- Tax-Sheltered Annuities (403b)
- Vacation Benefits
- Optional Supplemental Insurance Policies

Some benefit programs require contributions from the employee and are not fully covered by USD 203. If an employee resigns or is terminated, their benefits will end on the last day of the month in which they were terminated or resigned.



Vacation Benefits

Vacation time off with pay is available to eligible employees. Employees in the following employment classification(s) are eligible to earn and use vacation time as described in this policy:

- Employees who work a minimum of 251 days. This does not include employees who work less than 251 days, unless otherwise specified in the terms of employment.

New employees will accrue vacation time after completion of a 30-day probationary period. Accrual will be retroactive to the first day of employment following completion of the 30-day period. Upon employment in an eligible position and continuing through the ninth consecutive year of employment, the employee is entitled to 10 days of vacation (80 hours) each year, accrued monthly at the rate of one day per month not to exceed 10 days per year.

Beginning on the anniversary of the tenth year of employment and continuing through the nineteenth year of consecutive employment, the employee is entitled to 15 days of vacation (120 hours) each year, accrued at 1.25 days per month not to exceed 15 days per year.

Beginning on the anniversary of the twentieth year of consecutive employment, the employee is entitled to 20 days of vacation (160 hours) each year, accrued at 1.75 days per month not to exceed 20 days per year.

Once employees enter an eligible employment classification, they begin to earn paid vacation time. They can request use of vacation time after it is earned.

To take vacation, employees shall request advance approval from their supervisors. Requests will be reviewed based on a number of factors, including business needs and staffing requirements. Paid vacation time can be used in minimum increments of 2 hours per day. Vacation time off is paid at the employee's base pay rate at the time of vacation. It does not include any special forms of compensation such as incentives, commissions, bonuses, or shift differentials.

Employees working 260 day contracts will be permitted to carry over a total of 40 hours (5 days) unused vacation time earned prior to June 30th each year until December 31st. If available vacation that has been carried over is not used by this date, employees will forfeit the unused time.

Upon resignation or non-renewal of employment, the employee shall submit a plan to their supervisor outlining their usage of the remaining accrued vacation days that have been earned through their last day of work. Such plan must be submitted to the supervisor within three (3) business days of notification of resignation or non-renewal. The plan is



subject to approval by the employee's supervisor and Human Resources. The district reserves the right to require the employee to use all accrued remaining vacation days prior to the effective date of resignation or non-renewal of employment.

Upon retirement after a minimum of ten (10) years of consecutive employment in USD 203, an employee may be paid for all accumulated unused sick leave as follows: 1 to 50 days – 30% of the daily rate of pay in effect at the time of retirement, 51 to 100 days – 35% of the daily rate of pay in effect at the time of retirement.

Holidays

Upon employment, USD 203 will grant holiday paid time off to all eligible classified full-time employees who work a minimum of 260 days.

If a paid holiday falls on a Saturday, the preceding Friday will be considered the paid holiday. If a paid holiday falls on a Sunday, the following Monday will be considered the paid holiday. The paid holidays are listed below:

- Independence Day (July 4, 2024)
- Labor Day (September 2, 2024)
- Thanksgiving Break (November 27-29, 2024)
- Winter Break (December 23, 2024 – January 1, 2025)
- Martin Luther King, Jr. Day (January 20, 2025)
- President's Day (February 17, 2025)
- Memorial Day (May 26, 2025)
- Juneteenth (June 19, 2025)

Upon employment, employees who work 175-205 days will receive the following holiday paid time off:

- Thanksgiving
- Christmas
- New Year's Day

USD 203 will grant paid holiday time off to all eligible employees immediately upon assignment to an eligible employment classification. Holiday pay will be calculated based on the employee's straight-time pay rate (as of the date of the holiday) times the number of hours the employee would otherwise have worked on that day.

If a recognized holiday falls during an eligible employee's paid absence (such as vacation or sick leave), holiday pay will be provided instead of the paid time off benefit that would otherwise have applied. Paid time off for holidays will not be counted as hours worked for the purpose of determining overtime.



Workers Compensation

USD 203 provides a comprehensive workers compensation insurance program at no cost to employees. This program covers any injury or illness sustained in the course of employment that requires medical, surgical, or hospital treatment. Subject to applicable legal requirements, workers compensation insurance provides benefits after a short waiting period or, if the employee is hospitalized, immediately.

Workers compensation insurance provides wages for lost time in an amount equal to approximately two-thirds (2/3) of the amount of the employee's regular daily wage. An employee may use sick leave, or other available paid leave, in combination with workers compensation, such time not to exceed one-third (1/3) days so as the amount of workers compensation pay and sick leave or other available paid leave does not exceed the employee's regular daily rate of pay.

Employees who sustain work-related injuries or illnesses should inform their supervisor immediately. An accident report shall be completed for any and all workplace injuries, regardless of the severity of the injury. This will enable an eligible employee to qualify for coverage as quickly as possible.

Accrual of vacation benefits and paid holidays will be suspended after 30 days of workers compensation leave. These benefits will resume once the employee has returned to work. The workers compensation law clearly states that compensation is not payable if the injury was caused primarily by the intoxication of the employee or by the influence of any drugs, barbiturates, or other stimulants not prescribed by a physician. Under the law, the employer may require the employee to submit to a test for the presence of any or all drugs or alcohol in his or her system. USD 203 will exercise this right with all workers compensation incidents. If the injured worker refuses to submit to a drug test, it shall be presumed in the absence of clear and convincing evidence to the contrary that the injury was caused primarily by the influence of drugs or alcohol.

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

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



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

Discretionary Days

All employees are eligible for discretionary leave. The primary purpose of discretionary leave shall be for personal illness or disability but may be used for discretionary reasons. The minimum deduction for chargeable leave shall be one-quarter (1/4) day.

There shall be a 30-day probationary period for all new employees before discretionary leave is acquired. Upon completion of the probationary period, discretionary leave will awarded retroactive to the first day of employment.

Discretionary leave shall be awarded in the following amounts per year based on employment classification:

- 260 day (12 month) employees: 12 days
- 205 day employees: 10 days
- 183-204 day employees: 9 days
- 172-182 day employees: 8 days
- Part-Time employees working less than 28 hours per week: 4 days

If a classified employee with ten (10) years or more has an accumulation of between sixty-six (66) and one hundred (100) days at the end of any school year, they may request payment for any or all accumulated leave days over sixty-five (65) as follows: 1 to 50 days – 30% of the daily rate of pay in effect at the time of the request, 51 to 100 days – 35% of the daily rate of pay in effect at the time of the request.

Bereavement Leave

Employees may use up to three (3) days of Bereavement Leave on the occasion of a death in the professional employee's Immediate Family (defined as: father, mother, stepparents, in-laws, grandparents, children, stepchildren, foster children, grandchildren, siblings, spouse, or life-partner). An additional two (2) days shall be given for the loss of a spouse or child for a total of five (5) days. Use of Bereavement Leave in excess of the allotted amount per instance shall be charged to the employee's accumulated discretionary leave. Appeals to use this benefit can be made to the superintendent.

Family and Medical Leaves of Absence (FMLA)

USD 203 will comply with all provisions of the Family Medical Leave Act of 1993 (FMLA), including eligibility requirements. The poster published by the United States Government is attached to the Handbook as required by law.



The leave shall normally be unpaid leave. However, if the employee has any vacation or short-term leave available, they will be required to take the paid leave concurrently with the FMLA, with the option of reserving 5 days of short-term leave. Accrual of short-term leave, vacation benefits and paid holidays will be suspended after 30 days of FMLA. These benefits will resume once the employee has returned to work. For the purposes of this policy, a 12-month period will be calculated on a rolling forward year beginning with the employee's first day of FMLA.

During FMLA, the board shall continue to pay the employer's share of the cost of group health benefits in the same manner as paid immediately prior to leave. Any employee portion of the cost shall continue to be paid by the employee. If an employee has exhausted their 12 weeks of FMLA entitlement and have not yet returned to work, it will become the employee's responsibility to pay for their benefits if they wish to continue their coverage. The board may terminate the benefits if the employee payment is not received by the due date.

Those employees who wish to take paternity leave and are not eligible for FMLA may take ten (10) days for such leave. Additional paternity leave will need approval from the Superintendent.

Absences Without Pay

For each authorized absence without pay the employee shall be deducted at the employee's current daily rate (annual salary/days of contracted work).

Jury Duty

USD 203 encourages employees to fulfill their civic responsibilities by serving jury duty when required. While an employee is serving jury duty, they will be paid their normal rate of pay for the time they are absent. If jury service exceeds five working days, employees must submit the jury payment to the district and retain the mileage portion.

Employees must show the jury duty summons to their supervisor as soon as possible so that the supervisor may make arrangements to accommodate their absence. Employees are still expected to report for work whenever the court schedule permits. Either USD 203 or the employee may request for the employee to be excused from jury duty if, in USD 203's judgment, the employee's absence would create serious operational difficulties.

USD 203 will continue to provide health insurance benefits for the full term of the jury duty absence. Vacation, short-term leave, and holiday benefits will continue to accrue during jury duty leave.

Health Insurance

USD 203's health insurance plan provides eligible employees who work 30 hours a week or more and their dependents access to medical and dental insurance benefits. All eligible



employees are entitled to district provided insurance benefits. Coverage will begin on the first of the month following employment (e.g., employees hired on September 10 will be eligible for coverage beginning October 1).

A change in employment classification that would result in loss of eligibility to participate in the health insurance plan may qualify an employee for benefits continuation under the Consolidated Omnibus Budget Reconciliation Act (COBRA). Employees must notify the district office within 60 days after the date of a legal separation, divorce or when a covered dependent ceases to be an eligible dependent in order to receive cobra benefits.

Health Insurance for Retirees

A retiring employee may continue to participate in the district's health insurance program at the retiring employee's own expense, at the same cost as paid by the district for active employees, provided the retiring employee meets the following qualifications:

1. Must have been employed by the district for a minimum of ten (10) consecutive years prior to retirement date and meet one of the following options:

Option I: Meet the criteria for KPERS early retirement by accumulating a minimum total of eighty-five (85) points which is achieved by combining age in years and credited KPERS years of service; or

Option II: Reach age sixty-two (62) with ten (10) consecutive years of employment in the district.

2. Coverage under the employee group health care plan may cease to be made available upon:
 - a. The retired employee attaining age 65.
 - b. The retired employee failing to make required premium payments on a timely basis.
 - c. The retired employee becoming covered or becoming eligible to be covered under a plan of another employer.

Benefits Continuation (COBRA)

The federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage for a minimum of 18 months under USD 203's health plan when a "qualifying event" would normally result in the loss of eligibility. Some common qualifying events are resignation, termination of employment, or death of an employee; a reduction in an employee's hours or a leave of absence; an employee's divorce or legal separation; and a dependent child no longer meeting eligibility requirements.



Under COBRA, the employee or beneficiary pays the full cost of coverage at USD 203's group rates plus an allowable administrative fee. USD 203 provides each eligible employee with a written notice describing rights granted under COBRA when the employee becomes eligible for coverage under USD 203's health insurance plan. The notice contains important information about the employee's rights and obligations.

Life Insurance

Life insurance offers you and your family important financial protection. USD 203 provides a basic \$10,000 life insurance plan and accidental death and dismemberment for eligible employees. This benefit decreases to \$5,000 for employees 70 years and older. Additional supplemental and/or dependent life insurance coverage may be purchased by the employee at prevailing rates applied to our group by the insurance provider.

All eligible employees, with the exception of substitute employees, are entitled to the life insurance benefit. Eligible employees may participate in the life insurance plan subject to all terms and conditions of the agreement between USD 203 and the insurance carrier.

Long-Term Disability (LTD)

KPERS provides a long-term disability (LTD) benefits plan to help eligible employees cope with an illness or injury that results in a long-term absence from employment. LTD is designed to ensure a continuing income for employees who are disabled and unable to work.

Voluntary 403b Retirement Program

1. A Retirement Plan Portfolio may be established for each employee employed in USD 203. This portfolio may contain up to two (2) accounts, an Employer Paid Account and an Employee Paid Account. Each employee becomes eligible on the first of the month following their initial date of employment.
2. For each monthly contribution that an employee makes into his/her Employee Paid Account, USD 203 will contribute a matching amount up to \$35.00 into the Employer Paid Account. Any employee who is eligible for KPERS benefits and makes the necessary contribution into their Employee Paid Account is eligible for the matching amount into the Employer Paid Account.
3. The plan year for the Employer Paid Account will be from September 1 through August 31. Any increases or additions to each employee's Employer Paid Account will only be made effective on the first of the month following initial employment or at the beginning of each plan year. If an employee discontinues or reduces their Employee Paid Account to less than \$35.00 per month, the Employer Paid Account will be reduced accordingly.



4. Upon commencement of their 5th contiguous year as an employee employed by USD 203, each employee will become vested in 10% of the amount contained within their Employer Paid Account. The vested portion will continue to increase until the employee is 100% vested upon beginning his/her 10th contiguous year with USD 203.

Vesting Schedule:

<u>Year(s)</u>	<u>Amount Vested</u>
1-4	0%
5	10%
6	20%
7	30%
8	50%
9	75%
10	100%

An employee who terminates employment with USD 203 after the beginning of their 10th year may leave the vested amount in the Employer Paid Account and thereby retain contiguous vesting status upon returning to a position with USD 203 at a future date.

5. An employee may voluntarily contribute from their salary an amount of their choice into the Employee Paid Account. Voluntary contributions may not exceed the amount allowed by Federal and State laws and regulations. An employee who chooses to make contributions into their Employee Paid Account will become immediately fully vested in their account. Employees may add or increase payments into their Employee Paid Account during open enrollment, with changes effective January 1. They may discontinue payments into their Employee Paid Account at any time.
6. The USD 203 Retirement Plan Oversight Committee made up of representatives from the Board of Education, administration, Piper Teacher Association and classified staff, will select and maintain a group of investment options that include the Conservative, Moderate and Aggressive investment tracks. Employees must select from these options for all investments into their Retirement Plan Portfolio. Separate investment options may be selected for the employee's Employer Paid Account and the Employee Paid Account.

NOTE: This plan in no way limits additional voluntary contributions into separate qualified retirement accounts with qualified providers up to the amount(s) allowed by State and Federal laws and regulations.

7. An employee may access the vested portion of their Employer Paid Account upon termination of their employment contract with USD 203.



8. Employer and Employee Paid contributions and the growth thereon is considered taxable income upon distribution from the plan. Further, a penalty for early withdrawal may apply for distributions made prior to the age allowed by State and Federal laws and regulations. Qualified Rollover options may allow a terminated teacher to defer taxation until a later date.
9. If any provision of this plan is determined to be in violation of Federal or State laws and regulations, then the entire plan shall immediately terminate and shall be of no further force or effect unless readopted by the Board of Education of USD 203.
10. All years' experience in USD 203 shall count towards the vesting schedule.



TIMEKEEPING & PAYROLL

Timekeeping

The accurate recording of time worked is the responsibility of every nonexempt employee. Federal and state law requires USD 203 to keep an accurate record of time worked in order to calculate employee pay and benefits. Time worked is all the time actually spent on the job performing assigned duties.

Nonexempt employees should accurately record the time they begin their work and the time they end their work utilizing the appropriate electronic timekeeping system. The begin time and the end time of each meal period should also be recorded. They should also record the beginning and ending time of any split shift or departure from work for personal reasons. Overtime work must always be approved before it is performed. Without the written approval of your immediate supervisor nonexempt employees should:

1. Not work more hours per day than specified in their terms of employment. Overtime hours are approved only for specific situations.
2. Not work on any non-scheduled days.
3. Not exceed the number of workdays for the school year as specified in their terms of employment.

Altering, falsifying, tampering with time records, or recording time on another employee's time record may result in disciplinary action, up to and including termination of employment. It is the employee's responsibility to submit their time records and verify the accuracy of all time recorded. The supervisor will review and approve the time record for submission to payroll.

Paydays

All employees are paid twice each month according to the schedule determined at the beginning of each school year. It is required that all new employees of USD 203 sign up for direct deposit. Employees will receive an itemized statement of wages when USD 203 makes direct deposits.

As provided by K.S.A. 74-4940(d), all nonexempt classified employees working less than a 250 day contract and having voluntary payroll deductions for any purpose will be paid their contractual compensation during the 12-month school year in 24 equal semi-monthly installments.

Since payroll is entirely processed and paid electronically, the district has an emergency backup plan for payroll in case of power failure, equipment failure, etc. The emergency plan would involve issuing handwritten checks the morning of the pay day and delivering them to each building so staff would get the check before leaving for the day.



Employees will have to take the check to their bank. As a result, the check will be credited to their account late in the day or more likely the following day. For those employees who have authorized automatic withdrawals from their account, we would recommend that they schedule these withdrawals to take place around the 18th to 20th for mid-month withdrawals and around the 3rd to 5th for the 1st of the month withdrawals.

Breaks

Employees who work a continuous shift of six (6) hours or more are required to take a minimum 30-minute unpaid meal break during their scheduled shift, as designated by their supervisor. Employees may not leave the building during their break without administrator approval. Breaks may not be taken at the beginning or end of the scheduled shift.

Employment Termination

Below are examples of some of the most common circumstances under which employment is terminated:

- Resignation – voluntary employment termination initiated by an employee.
- Discharge – involuntary employment termination initiated by the organization.
- Non-renewal – involuntary employment termination initiated by the organization for non-disciplinary reasons.
- Retirement – voluntary employment termination initiated by the employee meeting age, length of service, and any other criteria for retirement from the organization.

Resignation is a voluntary act initiated by the employee to terminate employment. USD 203 requests at least two weeks written resignation notice from all employees.

Progressive discipline and termination are handled through the Director of Human Resources and/or Superintendent.

Since employment with USD 203 is based upon mutual consent, both the employee and USD 203 have the right to terminate employment at-will, with or without cause, at any time. Employee benefits will be affected by employment termination in the following manner. Some benefits may be continued at the employee's expense if the employee so chooses. The employee will be notified in writing of the benefits that may be continued and of the terms, conditions, and limitations of such continuance.

Administrative Pay Corrections

USD 203 takes all reasonable steps to ensure that employees receive the correct amount of pay in each paycheck and that employees are paid promptly on the scheduled pay day. In the event that there is an error in the amount of pay, the employee should promptly bring the discrepancy to the attention of the Payroll Department so that corrections can be made as quickly as possible.



Pay Deductions and Setoffs

The law requires that USD 203 make certain deductions from every employee's compensation. Among these are applicable federal, state, and local income taxes. USD 203 also must deduct Social Security taxes on each employee's earnings up to a specified limit that is called the Social Security "wage base." USD 203 matches the amount of Social Security taxes paid by each employee.

USD 203 offers programs and benefits beyond those required by law. Eligible employees may voluntarily authorize deductions from their paychecks to cover the costs of participation in these programs. If you have questions concerning why deductions were made from your paycheck or how they were calculated, please contact the Business Department.

WORK CONDITIONS & HOURS

Work Schedules

Work schedules for employees vary throughout our organization. Supervisors will advise employees of their individual work schedules. Staffing needs and operational demands may necessitate variations in starting and ending times, as well as variations in the total hours that may be scheduled each day and week.

Use of Phone and Mail Systems

Employees may be required to reimburse USD 203 for any charges resulting from their personal use of the telephone. Personal calls and texting should be held to a minimum. The use of USD 203 postage paid for personal correspondence is not permitted.

Tobacco and Nicotine Delivery Device Use Prohibited

The use of tobacco products in any form and the use of any nicotine delivery device is prohibited in all district facilities, on district grounds, in school vehicles, and at all school sponsored functions.

Flextime and Overtime

The following overtime procedures are established to comply with applicable state and federal laws governing accrual and use of overtime. Overtime pay will only be issued in situations which are deemed immediate emergencies (could not be foreseen, will have a substantial negative impact on employee/student health or well-being, and/or the operations of the district), or in situations where overtime pay is required to comply with the Fair Labor Standards Act.

Examples of "emergency situations" include broken water pipes, snow removal, responding to night-time fire alarms, unexpected evening portal shut down, etc.



Generally, if the work can be planned ahead of time, or completed with either flextime or compensatory time arrangements, it would not qualify as an “emergency.” In general, if you can plan for a specific event, then it is not an emergency.

The Superintendent will determine whether each employee is designated as “exempt” or “non-exempt” from earning overtime. In general, employees in executive, administrative and professional job classes are exempt; all others are non-exempt.

Flextime (Option #1)

When the supervisor and/or employee knows of an upcoming event, activity, or operating requirement, that cannot be met during regular scheduled working hours (the first option), supervisors are expected to consider a temporary, alternate schedule for the current work week. The flexed schedule will keep all hours within the scope of the weekly total listed in the work agreement.

Flextime arrangements must primarily meet the needs of the building and/or the district, and not create a requirement to hire a substitute to fulfill the employment needs during the reduced day. The flextime schedule will be documented utilizing the normal timekeeping procedures. No authorization from the Human Resources is required for flextime.

Overtime (Option #2 and #3)

All overtime work must occur at the request of, or with the prior approval of, the supervisor and the Superintendent. Unauthorized overtime will be paid in accordance with the Fair Labor Standards Act, however, an employee who works overtime without prior approval may be subject to disciplinary action up to and including termination.

All overtime-eligible employees will be compensated at the rate of time and one-half of the regular rate for all hours worked over forty (40) during each workweek. A workweek is defined as the period of time between 12:00 a.m. on Sunday and 11:59 p.m. on Saturday. Absences with pay or any leave of absence will not be considered “hours worked” for purposes of calculating the forty (40) hour workweek and hours paid at the overtime rate.

Compensatory Time (Option #2)

When flextime is not a viable option, the supervisor may schedule time beyond the normally scheduled work-agreement. Compensatory time is paid time off work at the rate of one and one-half hours off for time worked beyond 40 hours per work week. As a second option, the supervisor and employee must agree in advance that any overtime earned will be banked as compensatory time.

The maximum compensatory time accumulation in a fiscal year is 32 (24 hours actually worked) or as may be approved by the Superintendent. Eligible employees may request



and use compensatory time off in the same manner as other leave requests. It is required that all accrued compensatory time be used prior to the end of the fiscal year.

All compensatory time will be marked as such on official timesheets, both when it is earned and when it is used. The Payroll Department will maintain compensatory time records. All compensatory time accrued, but not used, will be paid at the end of each fiscal year, at the hourly pay rate the employee is earning at that time. When an employee leaves USD 203 employment, any compensatory time accrued, will be paid at the following rate (whichever is greater): (a) the average regular rate received by the employee during the last three (3) years of employment, or (b) the final regular rate received by the employee.

Paid Overtime (Option #3)

Paid over-time will be approved as a last resort when the needs of the district cannot be met by flexing the work schedule, and a qualified employee is not willing to accept compensatory time in exchange of time worked. Any overtime worked past 40 hours per workweek, will be paid at the rate of time and one-half on the next regularly scheduled payroll date, unless the employee and the supervisor agree in advance that the overtime will be banked as compensatory time (see above).

When an employee in a single workweek works at two or more positions for which different pay rates have been established, the regular rate for calculating over-time for that week will be the weighted average of such rates. That is, the earnings from all such rates are added together and this total is divided by the total number of hours worked at all jobs.

Premium Pay

In addition to the requirements of the Fair Labor Standards Act, the district will pay a premium for work performed under the following circumstances:

1. Employees who are called back to work due to emergency circumstances, such as for alarms or water breaks, will be paid for a minimum of two hours at one and one-half the employee's regular pay rate (unless called to work on Sunday). By definition, emergency circumstances cannot be planned or foreseen.
2. Employees who are called back to work due to emergency circumstances on a Sunday, such as for alarms or water breaks, will be paid for a minimum of two hours at two times the employee's regular pay rate.
3. Employees who are scheduled to work on a Sunday will receive two times the employee's regular pay rate for the hours worked on that Sunday provided the employee has worked 40 hours between Monday and Saturday of that workweek.
4. If an employee is required to work on a paid holiday, they will be paid their regular daily rate for the holiday. In addition, they will receive compensation at the rate of time and one half of their regular rate for the actual hours worked that day. They also have the option of banking the hours as compensatory time.



As the premium pay is at least time and one half of the regular pay rate, in accordance with the Fair Labor Standards Act, only the actual hours worked will be used to determine if an employee is entitled to overtime. Generally, only maintenance, grounds, and custodial will be called back for emergency situations.

Pre-Approval Process

It is the responsibility of the supervisor to seek approval for overtime (compensatory or paid). The supervisor will send an e-mail to the Superintendent and affected employee specifying the following:

1. Name of the specific employee and the assigned position; and
2. Number of requested additional hours; and
3. The reason for the extra hours; and
4. Reason flex-time would not apply; and/or
5. Reason compensatory time would not apply; and/or
6. Whether premium pay applies (see above), and
7. Whether the employee agrees to compensatory time as compensation

In emergency situations, which by definition cannot be foreseen, pre-approval will be waived. In these situations, it is expected that the supervisor will send the approval request within one work day. If approved, the Human Resources Director will forward approval to the payroll department, supervisor and employee.

Requirement and Limit of Overtime

All employees, in all departments, are required to work overtime as requested by their supervisors as a condition of continued employment. Refusal to work overtime may result in disciplinary action. Supervisors will make reasonable efforts to balance the personal needs of their employees when assigning overtime work. Overtime assignments will be distributed as equitably as practicable to all employees qualified to perform the required work.

Custodial Flextime, Compensatory Time and Overtime Protocol

The following information details the processes by which USD 203 supervisors will manage the use of flextime, compensatory time and overtime. This protocol has been established with the intent to balance the interests of staff members with the district's need to responsibly manage costs associated with custodial overtime.

1. When the need for weekend custodial time/service is identified due to a specific school district function/activity (ex: an all day Saturday volleyball tournament) the lead custodian in the affected building or the district's Custodial Supervisor will seek out a custodian who would like the opportunity to



use flextime (see below) to cover the weekend event. If no staff member from the affected building is interested in accepting the flextime opportunity, the opportunity for flextime (to cover the weekend event) will be made available to custodians in other buildings. This process will eliminate assigning a staff member to cover a duty that is not part of their regular schedule, while at the same time providing the district a possible opportunity to use “voluntary” flextime.

2. If no staff member (district wide) volunteers to cover the weekend assignment (using flextime), then the weekend event will be assigned to a trained custodial substitute. The use of a qualified custodial substitute eliminates the need to inconvenience an unscheduled staff member and also allows the district to avoid the overtime expenses.
3. If a substitute custodian is not available, the supervisor will then assign the duty to a member of the custodial staff. The selected staff member will then choose to either be paid overtime for the assignment or choose to use compensatory time (see below). This option should rarely be necessary as options 1 and 2 should be available under most circumstances.

Defined Terms

- **Flextime:** A process/decision by which an employee's regular work schedule is modified to maintain a maximum 40 hour work week. Example: An employee is instructed to take eight hours of leave on Wednesday to compensate for eight hours of work they are being assigned on Saturday.
- **Compensatory time:** Paid time off (at the discretion of the employee) at a rate of one and one-half hour per time worked beyond a 40 hour work week. Example: An employee works 44 hours in a single work week, but rather than being paid four hours of overtime, elects to take six hours of paid leave during a future (mutually agreed upon) work week.

Emergency Closings

Emergencies such as severe weather, fires, sickness outbreak or power failures, can disrupt certain school district operations. In extreme cases, these circumstances may require the closing of a specific work facility. In the event that such an emergency occurs during non-working hours, local radio and/or television stations will be asked to broadcast notification of the closing. Assigned supervisory personnel will also notify affected staff working at the specific closed work facility to not report for work; generally employees with less than 260 day work agreements. Employees with 260 day work agreements, primarily custodians, would be expected to report to work. Employees with less than 260 day work agreements that were scheduled to work and are not on paid or unpaid leave on the day operations were closed and are notified to not report for work, will receive regular pay limited to the



number of "emergency closing days" built into the district calendar. In a few cases a supervisor may require certain employees with less than 260 day work agreements to report to work for which they will receive their normal daily rate for the hours worked and be entitled to paid time-off equal to the actual hours worked that day, not to exceed eight hours. Their immediate supervisor will inform them of the manner in which they are to take those earned hours. Staff at facilities not affected by the closing would report to work as scheduled.

Inclement Weather Closings

In the event the Superintendent determines that severe weather conditions require all district buildings to be closed, employees with less than 260 day work agreements will not report to work, and will not receive pay for that day(s).

Employees with 260 day work agreements, custodial, maintenance and grounds, will be informed by their immediate supervisor when they are expected to report to work that day. Staff members who report to work will be compensated at their normal daily rate of pay. In addition, they will be entitled to compensatory time off at one and one-half the actual hours worked or overtime pay for those hours worked at one and one-half their daily rate of pay. If/when the compensatory time option is selected, the staff member's immediate supervisor will inform them of the manner in which they are to take those earned hours. If the department supervisor informs them that they are not expected to report to work that day, then they will receive their normal daily pay.

Extra Duty Pay

To ensure that USD 203 is meeting the requirements of the Fair Labor Standards Act, the district will pay volunteering classified employees who are contracted for less than 28 hours per week a total compensation of **not less** than a total of **\$20.00 per hour** for any extra duty assignment.

If a classified employee who holds a valid Kansas teaching license is asked to substitute for a teacher, then the employee will be reimbursed at the rate of \$25/day or the difference between their regular classified salary and the daily substitute pay, whichever is higher.

Use of Equipment and Vehicles

Equipment and vehicles essential in accomplishing job duties are expensive and may be difficult to replace. When using property, employees are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards, and guidelines.

Please notify the supervisor if any equipment, machines, tools, or vehicles appear to be damaged, defective, or in need of repair. Prompt reporting of damages, defects, and the need for repairs could prevent deterioration of equipment and possible injury to



employees or others. The supervisor can answer any questions about an employee's responsibility for maintenance and care of equipment or vehicles used on the job.

The improper, careless, negligent, destructive, or unsafe use or operation of equipment or vehicles, as well as excessive or avoidable traffic and parking violations, can result in disciplinary action, up to and including termination of employment.

Visitors in the Workplace

To provide for the safety and security of employees and the facilities at USD 203, only authorized visitors are allowed in the workplace. Restricting unauthorized visitors helps maintain safety standards, protects against theft, ensures security of equipment, protects confidential information, safeguards employee welfare, and avoids potential distractions and disturbances.

All visitors should enter USD 203 facilities at the main entrance. Authorized visitors will receive directions or be escorted to their destination. Employees are responsible for the conduct and safety of their visitors.

If an unauthorized individual is observed on USD 203's premises, employees should immediately notify their supervisor or, if necessary, direct the individual to the main entrance.

Technology Usage

The USD 203 believes that the use of technology is an integral part of learning and contributes to the overall value of learning for the individual and group. Computers, network, and technology equipment are provided by USD 203 for educational and professional use. Staff use of district technology is a privilege, not a right. As such, all staff members are expected to understand and adhere to the following rules, policies and procedures and are required to sign a new Acceptable Use Policy (AUP) each year:

General

Staff are responsible for providing appropriate supervision to students to ensure compliance with the student AUP. Unless specifically approved in advance by the administration, staff are to communicate electronically with students only with district provided and monitored technology devices and software. Staff use of district technology is restricted to educational, administrative, or job related duties with a limited exception for personal use only on an occasional and sporadic basis. Staff must abide by the board policies regarding bullying and harassment as applicable to the use of district technology.

Privacy

District technology and information maintained on the district's equipment, network and computers is the property of the district. Staff do not have an expectation of privacy



regarding their use of district technology including email, files, and directories. Activity and content on all district provided computing devices and network storage are subject to monitoring and inspection at any time and for any reason.

Security

Staff must keep usernames and passwords confidential. Usernames and passwords are not to be shared with anyone for any reason, unless specifically requested by an administrator or member of the IT department. Staff must not intentionally access (or attempt to access) material with technology that has been disallowed (prohibited / blocked) by the district. Staff must not damage, disable, or hinder (or attempt to damage, disable or hinder) the performance of any district technology system, device, software, or network. Staff must not use any district technology to damage, disable, or hinder (or attempt to damage, disable, or hinder) the performance of any (inside or outside of the district) computer, device, software or network. Staff must not access (or attempt to access) any system, file, directory, user account, or network to which the staff member has not been granted access.

Content/Software

Staff must comply with all copyright, trademark and license restrictions. Staff must not use district provided equipment, computers or network, for commercial or political lobbying purposes. Staffs limited, occasional and sporadic use of district technology must not interfere with the performance of the district's technology or the staff member's individual job duties.

System Management

Staff must report any damage or technology related problem to the staff member's building technician via district procedures. Staff must notify the building technician if a security problem on any district equipment/network has been identified. Technology may delete locally saved documents in the process of repairing or updating computers and software. The district prohibits staff from installing (or attempting to install) software, files, or drivers. Staff must follow district procedures for ALL technology related requests including all software installations. Staff must not bring non-district provided technology to work and access (or attempt to access) the district network connections.

Possible Consequences for AUP Violations

Restricted or prohibited from using district technology.

Disciplinary action, up to and including non-renewal or termination.

The district may notify law enforcement agencies of any violation of statute.



Employee Social Media Use

IIBGC Staff Online Activities Regulation

These regulations are for the purpose of providing information about the general guidelines and framework for the creation, use and maintenance of social media by staff of Piper USD #203. The policies are intended to maximize opportunities for educational growth, encourage the development and improvement of education programs and improve the effectiveness of instruction at all levels in accordance with Board policies.

Staff members should observe in their social media interactions with students, parents and community members the same level of personal responsibility, discretion and professionalism expected in any other form of communication. While decisions regarding private use of social media are made by the individual, inappropriate social media use which negatively impacts the staff member's ability to carry out their professional responsibilities may result in disciplinary action, up to and including termination of employment. Confidentiality and professionalism must be preserved at all times and is an expectation of Piper USD #203.

Social Media Professional Use

Suggested Guidelines and Employee Considerations

1. Social media sites maintained by the district can be used by staff with students, parents and community members, so long as the use aligns with standards for use expected with any instructional material or strategy. The district's technology department does not offer technical support for external social media sites. Any use of other social media should be closely monitored for propriety and accessibility.
2. Piper USD #203 employees are personally responsible for the content they publish on the district's website, Facebook page or other district operated social media sites. Unless authorized to speak on behalf of Piper USD #203, you must state that your views expressed are your own.
3. Online behavior should reflect the same standards of honesty, respect, and consideration expected in face-to-face communication and should be in accordance with the highest professional and ethical standards.
4. Comments related to the school, its staff, or students, should always meet the highest standards of professional discretion. When posting, even on the strictest settings, staff should act on the assumption that all postings are in the public domain.
5. Before posting photographs and videos, permission should be sought from the subject whenever possible. Please be advised that the district has policies restricting the publication of student images and photos.



6. What is inappropriate in your classroom should be deemed inappropriate online.
7. Be cautious how you setup your profile, bio, avatar, etc. The settings should be consistent with professional communication.
8. Understand and use your privacy settings. The district encourages privacy settings that restrict viewership to those whom you invite to the site.
9. Staff members using social media should share information that promotes education and involvement. Personal opinions regarding school, policies, and decisions that are made are not appropriate. Derogatory or negatively implied comments regarding school, events, students, personnel and policies are prohibited. Personal and private information should not be shared if the same information would not be shared in a classroom setting.
10. Gossip and rumor are not appropriate in communication with students and community. Staff should carefully observe FERPA rules regarding disclosure of any protected student information. Social media should never be used to embarrass or humiliate students, school district or adults.
11. Staff members who use social media to promote communication and educational opportunities for students should structure communication so that equity of access isn't dependent on social media participation.
12. When using any social media allowing student participation, teachers should monitor content and delete inappropriate content.
13. All users must understand that the social media sites are not an open forum and Piper USD #203 reserves the right to remove at any time and without prior notice any and all comments or other material posted on its social media sites that does not conform to board policy or any applicable law and to deny access to district social media sites to any individual who violates such rules, policy or law. Piper USD #203 reserves the right to remove content or posts containing:
 - Comments, pictures or graphics that are violent, obscene, defamatory, abusive, profane, vulgar or sexually explicit;
 - Cyberbullying by use of any electronic communications device as prohibited by law;
 - Comments or information concerning confidential matters involving individual district students or staff members, or that violate the privacy of any school district student or staff member;



- Content that expresses, promotes, fosters or perpetuates discrimination on the basis of race, creed, color, age, religion, gender, marital status, status with regard to public assistance, physical or mental disability or national origin;
 - Sexual content or links to sexual content;
 - Advertisements or solicitations for private business or commerce;
 - Content that is unlawful or in violation of district policy or regulations or that encourages, promotes or condones such unlawful conduct, activity or violation;
 - Threats or other information or comments that, in the sole judgment of the district, compromise the safety or security of students, staff or other individual or any school or other public facility or systems;
 - Content that violates copyrights or property interests of any other party;
 - Comments or posts in support of, or in opposition to, the nomination, retention or election of any person to public office, or that urge voters to vote in favor of or against any ballot issue or referred measure, including any posts containing links to political campaign or candidate websites; and
 - Comments or posts that are excessively long or repetitive, or that concern topics or issues that are inappropriate or not district-related.
14. Piper USD#203 reserves the right to restrict and/or monitor an employee's use of social media during any work hours. Posting information on any non-district operated social media site during school hours is strongly discouraged.
15. Complaints about posts on Piper USD#203 social media sites or questions about the social media sites should be directed to the Superintendent of Schools.

Social Media Private Use

Suggested Guidelines and Employee Considerations

1. The lines between public and private, personal and professional opinions are blurred with the use of online social media. By virtue of identifying oneself on private social media accounts as an employee of Piper USD#203, employees may be deemed to be acting as a representative of Piper USD#203.
2. Nothing in this policy is intended to discourage or prohibit an employee's use of social media sites. However, all uses should be consistent with guidelines and confirm with Piper USD#203 policies.
3. Employees are responsible for all content posted to the social media site by the employee.



4. Employees who choose to create or participate in social media are expected to ensure that all online communication should meet the standards of professional interactions expected at school or among the school community.
5. Despite your intentions, privacy does not exist in the world of social media. Consider what could happen if a post becomes widely known and how that may reflect both on the poster and the district. Search engines can turn up posts years after they are created, and comments can be forwarded or copied. If you wouldn't say it at a public meeting or to a member of the media, consider whether you should post it online.
6. Before posting personal photographs, thought should be given as to whether the images reflect on your professional role as an educator.
7. Be cautious how you setup your profile, bio, avatar, etc. Understand and use your privacy settings. Privacy settings should be checked and updated regularly.
8. The district encourages privacy settings that restrict viewership to those whom you invite to the site.
9. While online sharing is a personal decision, remember that the information you share on line can easily become public knowledge. In the social media environment, anything you post can easily be copied and transmitted to others, including students, parents, colleagues, and community members.
10. It is highly recommended that personal and private information that should not be shared in the classroom not be shared on social media sites.
11. Online behavior should reflect the same standards of honesty, respect, and consideration expected in face-to-face communication and should be in accordance with the highest professional standards and expectations of Piper USD #203.
12. Gossip and rumor are not appropriate in communication with students and community. Sharing of workplace information can lead to a strain on workplace relationships, violate certain privacy rights, and create harmful controversy.
13. Staff should consider cyber-bullying policies and standards when utilizing social media. Social media should never be used to embarrass or humiliate students or adults. It is unprofessional to report in private social media the details of the school, and/or classroom.



14. Before “friending” or allowing other social media access, staff members should consider the potential content of a social media site/outlet. It is prudent to recognize that content can develop from many sources, including other friends.
15. All employees shall be subject to disciplinary action if their conduct relating to the use of technology or online resources violates this regulation or other applicable board policy, statutory, or regulatory provisions governing employee conduct or the protection of student record information; or if it impairs the staff member's job performance or effectiveness in the work setting.

Workplace Monitoring

Workplace monitoring may be conducted by USD 203 to ensure quality control and employee safety. Computers furnished to employees are the property of USD 203. As such, computer usage and files may be monitored or accessed.

Employees can request access to information gathered through workplace monitoring that may impact employment decisions. Access will be granted unless there is a legitimate business reason to protect confidentiality or an ongoing investigation.

Because USD 203 is sensitive to the legitimate privacy rights of employees, every effort will be made to guarantee that workplace monitoring is done in an ethical and respectful manner.

Workplace Violence Prevention

USD 203 is committed to preventing workplace violence and to maintaining a safe work environment. USD 203 has adopted the following guidelines to deal with intimidation, harassment, or other threats of (or actual) violence that may occur during business hours or on its premises.

All employees, including supervisors and temporary employees, should be treated with courtesy and respect at all times. Employees are expected to refrain from fighting, “horseplay”, or other conduct that may be dangerous to others. Firearms, weapons, and other dangerous or hazardous devices or substances are prohibited from the premises of USD 203.

Conduct that threatens, intimidates, or coerces another employee or a member of the public at any time, including off-duty periods, will not be tolerated. This prohibition includes all acts of harassment, including harassment that is based on an individual's sex, race, age, or any characteristic protected by federal, state, or local law.

All threats of (or actual) violence, both direct and indirect, should be reported as soon as possible to your immediate supervisor or any other member of management. This includes threats by employees, as well as threats by vendors, solicitors, or other members of the



public. When reporting a threat of violence, you should be as specific and detailed as possible.

All suspicious individuals or activities should also be reported as soon as possible to a supervisor. Do not place yourself in peril. If you see or hear a commotion or disturbance near your workstation, do not try to intercede or see what is happening.

USD 203 will promptly and thoroughly investigate all reports of threats of (or actual) violence and of suspicious individuals or activities. The identity of the individual making a report will be protected as much as is practicable. In order to maintain workplace safety and the integrity of its investigation, USD 203 may suspend employees, either with or without pay, pending investigation.

Anyone determined to be responsible for threats of (or actual) violence or other conduct that is in violation of these guidelines will be subject to prompt disciplinary action up to and including termination of employment.

USD 203 encourages employees to bring their disputes or differences with other employees to the attention of their supervisors or the Superintendent before the situation escalates into potential violence. USD 203 is eager to assist in the resolution of employee disputes and will not discipline employees for raising such concerns.



EMPLOYEE CONDUCT & DISCIPLINARY ACTION

Employee Conduct and Work Rules

To ensure orderly operations and provide the best possible work environment, USD 203 expects employees to follow rules of conduct that will protect the interests and safety of all employees and the organization.

It is not possible to list all the forms of behavior that are considered unacceptable in the workplace. The following are examples of infractions of rules of conduct that may result in disciplinary action, up to and including termination of employment:

- Theft or inappropriate removal or possession of property
- Falsification of timekeeping records
- Working under the influence of alcohol or illegal drugs
- Possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the workplace, while on duty, or while operating employer-owned vehicles or equipment
- Fighting or threatening violence in the workplace
- Boisterous or disruptive activity in the workplace
- Negligence or improper conduct leading to damage of district-owned property
- Insubordination or other disrespectful conduct
- Violation of safety or health rules
- Use of tobacco products or nicotine delivery devices in prohibited areas
- Sexual or other unlawful or unwelcome harassment
- Possession of dangerous or unauthorized materials, such as explosives or firearms, in the workplace
- Excessive absenteeism or any absence without notice
- Unauthorized use of telephones, mail system, or other employer-owned equipment
- Violation of personnel policies
- Unsatisfactory performance or conduct
- Fulfilling driving duties for the district without a valid drivers' license

Employment with USD 203 is at-will and at the mutual consent of USD 203 and the employee, and either party may terminate that relationship at any time, with or without cause, and with or without advance notice.

Duty to Report:

All employees are required to immediately (within 24 hours) notify the Superintendent if they are charged with, indicted for, or convicted of any criminal offense regardless of the nature of the offense or the position held. The district will evaluate all instances in which an employee has been charged with, indicted for, or convicted of a criminal offense and



determine whether the employee can continue to be actively employed in his/her current position.

Drug and Alcohol Use

It is USD 203's desire to provide a drug-free, healthful, and safe workplace. To promote this goal, employees are required to report to work in appropriate mental and physical condition to perform their jobs in a satisfactory manner.

While on USD 203 premises and while conducting business-related activities on USD 203 premises, no employee may use, possess, distribute, sell, or be under the influence of alcohol or illegal drugs. The legal use of prescribed drugs is permitted on the job only if it does not impair an employee's ability to perform the essential functions of the job effectively and in a safe manner that does not endanger other individuals in the workplace.

Violations of this policy may lead to disciplinary action, up to and including immediate termination of employment, and/or required participation in a substance abuse rehabilitation or treatment program. Such violations may also have legal consequences.

Employees with drug or alcohol problems that have not resulted in and are not the immediate subject of disciplinary action may request approval to take unpaid time off to participate in a rehabilitation or treatment program. Leave may be granted if the employee agrees to abstain from use of the problem substance; abides by all USD 203 policies, rules, and prohibitions relating to conduct in the workplace; and, if granting the leave will not cause USD 203 any undue hardship. During this period of leave, all benefits will be suspended. Benefits will resume when the employee has returned to work.

Under the Drug-Free Workplace Act, an employee who performs work for a government contract or grant must notify USD 203 of a criminal conviction for drug-related activity occurring in the workplace. The report must be made within five days after the conviction.

It is also the employee's responsibility to notify USD 203 of any drug or alcohol related convictions occurring outside of the workplace within five days after the conviction or prior to fulfilling required driving duties, whichever occurs first, if the employee's driver's license has been suspended. Employees with questions on this policy or issues related to drug or alcohol use in the workplace should raise their concerns with their supervisor or the Superintendent without fear of reprisal.

Sexual and Other Unlawful Harassment

USD 203 is committed to providing a work environment that is free from all forms of discrimination and conduct that can be considered harassing, coercive, or disruptive, including sexual harassment and racial and disability harassment. Actions, words, jokes, or



comments based on an individual's sex, race, color, national origin, age, religion, disability, or any other legally protected characteristic will not be tolerated.

Sexual harassment is defined as unwanted sexual advances, or visual, verbal, or physical conduct of a sexual nature. This definition includes many forms of offensive behavior and includes gender based harassment of a person of the same sex as the harasser. The following is a partial list of sexual harassment examples:

- Unwanted sexual advances.
- Offering employment benefits in exchange for sexual favors.
- Making or threatening reprisals after a negative response to sexual advances.
- Visual conduct that includes leering, making sexual gestures, or displaying of sexually suggestive objects or pictures, cartoons or posters.
- Verbal conduct that includes making or using derogatory comments, epithets, slurs, or jokes.
- Verbal sexual advances or propositions.
- Verbal abuse of a sexual nature, graphic verbal commentaries about an individual's body, sexually degrading words used to describe an individual, or suggestive or obscene letters, notes, or invitations.
- Physical conduct that includes touching, assaulting, or impeding or blocking movements.

Unwelcome sexual advances (either verbal or physical), requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of employment
2. Submission or rejection of the conduct is used as a basis for making employment decisions
3. The conduct has the purpose or effect of interfering with work performance or creating an intimidating, hostile, or offensive work environment.

If you experience or witness sexual or other unlawful harassment in the workplace, report it immediately to your supervisor. If the supervisor is unavailable or you believe it would be inappropriate to contact that person, you should immediately contact the Superintendent or any other member of management. You can raise concerns and make reports without fear of reprisal or retaliation.

All allegations of sexual harassment will be quickly and discreetly investigated. To the extent possible, your confidentiality and that of any witnesses and the alleged harasser will be protected against unnecessary disclosure. When the investigation is completed, you will be informed of the outcome of the investigation.



Any supervisor or manager who becomes aware of possible sexual or other unlawful harassment must immediately advise the Superintendent or any member of management so it can be investigated in a timely and confidential manner. Anyone engaging in sexual or other unlawful harassment will be subject to disciplinary action, up to and including termination of employment.

Attendance and Punctuality

To maintain a safe and productive work environment, USD 203 expects employees to be reliable and punctual in reporting for scheduled work. In the rare instance when employees cannot avoid being late to work or are unable to work as scheduled, they must notify their supervisor as soon as possible in advance of the anticipated tardiness or absence. Poor attendance and excessive tardiness are disruptive. Either may lead to disciplinary action up to, and including, termination of employment.

Personal Appearance

During business hours or when representing USD 203, employees are expected to present themselves in a clean, neat, and tasteful appearance. Employees should dress and groom themselves according to the requirements of their position and accepted social standards.

The supervisor or department head is responsible for establishing a reasonable dress code appropriate for the job each employee performs. If a supervisor feels that an employee's personal appearance is inappropriate, the employee may be asked to leave the workplace and return properly dressed or groomed. Employees will not be compensated for this time away from work. Employees should consult their supervisor if they have any questions about what constitutes appropriate appearance. When necessary, reasonable accommodation may be made for a person with a disability.

Return of Property

Employees are responsible for all USD 203 property, materials, or written information issued to them or in their possession or control. Employees must return all USD 203 property immediately upon request or upon termination of employment. USD 203 is not responsible for lost, stolen or damaged personal property, including personal wearing apparel.

Security Inspections

USD 203 wishes to maintain a work environment that is free from illegal drugs, alcohol, firearms, explosives, or other improper materials. USD 203 prohibits the possession, transfer, sale, or use of such materials on its premises. USD 203 requires the cooperation of all employees in the administration of this policy.

Desks, lockers, and other storage devices may be provided for the convenience of employees but remain the sole property of USD 203. Accordingly, this district property,



including any articles found within them, are subject to inspection at any time by any agent or representative of USD 203 with or without prior notice.

USD 203 likewise wishes to discourage theft or unauthorized possession of the property of employees, USD 203, visitors, and students. To facilitate the enforcement of this policy, USD 203 or its representative may inspect not only desks and lockers but also persons entering or leaving the premises and any packages or other belongings. Any employee who wishes to avoid the inspection of any articles or materials should not bring such items onto USD 203's premises.

Solicitation

In an effort to ensure a productive and harmonious work environment, persons not employed by USD 203 may not solicit or distribute literature in the workplace at any time for any purpose unless approved by the administrator of that building or the Superintendent. In addition, the posting of written solicitations is prohibited unless approved by the building administrator or the Superintendent.

Drug Testing

USD 203 is committed to providing a safe, efficient, and productive work environment for all employees. The use or being under the influence of drugs or alcohol on the job poses serious safety and health risks. To help ensure a safe and healthful working environment, employees, upon reasonable suspicion, may be asked to provide body substance samples (such as urine and/or blood) to determine any illicit or illegal use of drugs or alcohol. Refusal to submit to drug testing may result in disciplinary action, up to and including termination of employment.

Progressive Discipline

The purpose of this policy is to state USD 203's position on administering equitable and consistent discipline for unsatisfactory conduct in the workplace. The best disciplinary measure is the one that does not have to be enforced and comes from good leadership and fair supervision at all employment levels.

USD 203's own best interest lies in ensuring fair treatment for all employees and in making certain that disciplinary actions are prompt, uniform, and impartial. The major purpose of any disciplinary action is to correct the problem, prevent recurrence, and prepare the employee for satisfactory service in the future.

Although employment with USD 203 is based upon at-will mutual consent and both the employee and USD 203 have the right to terminate employment at-will, with or without cause or advance notice, USD 203 retains the discretion to use progressive discipline.

Disciplinary action may call for the use of any of four steps: verbal warning, written warning, suspension with or without pay, or termination of employment, depending upon



the severity of the problem and the number of occurrences. There may be circumstances when one or more steps are bypassed.

Progressive discipline means that, with respect to most disciplinary situations, the following incremental steps will usually be followed: a first offense may call for a verbal warning; a second offense may be followed by a written warning; a third offense may lead to a suspension; and, any additional offense may lead to termination of employment.

USD 203 recognizes that there are certain types of employee problems that by their nature are serious enough to justify either a suspension or the termination of employment without following the usual progressive discipline protocol.

We hope that the use of progressive discipline will lead to the early correction of unsatisfactory employee conduct to the benefit of both the employee and USD 203.

Problem Resolution

USD 203 is committed to providing the best possible working conditions for its employees. Part of this commitment is to encourage an open and frank atmosphere in which any problem, complaint, suggestion, or question receives a timely response from USD 203 administrators and supervisors.

USD 203 strives to ensure the fair and honest treatment of all employees. Administrators, supervisors, and employees are expected to treat each other with mutual respect. Employees are encouraged to offer positive and constructive criticism.

If employees disagree with established rules of conduct, policies, or practices, they can express their concern through the problem resolution procedure. No employee will be penalized, formally or informally, for voicing a complaint with USD 203 in a reasonable, business-like manner, or for using the problem resolution procedure.

If a situation occurs when employees believe that a condition of employment or a decision affecting them is unjust or inequitable, they are encouraged to make use of the following steps. The employee may discontinue the procedure at any step.

1. Employee presents problem to immediate supervisor after incident occurs. If supervisor is unavailable or employee believes it would be inappropriate to contact that person, employee may present the problem to the Director of Human Resources.
2. Supervisor responds to problem during discussion or after consulting with appropriate administration when necessary. Supervisor documents the discussion.



3. Director of Human Resources presents problem to the Superintendent if the problem is unresolved.
4. Director of Human Resources will counsel and advise employees, assist in putting the problem in writing, and will visit with employee's supervisor(s), if necessary.
5. Superintendent reviews and considers the problem. If unresolved by Director of Human Resources the Superintendent then informs employee of decision and places a copy of written response in the employee's file. Superintendent has full authority to make any adjustment deemed appropriate to resolve the problem.

Not every problem can be resolved to everyone's total satisfaction, but only through understanding and discussion of mutual problems can employees and management develop confidence in each other. This confidence is important to the operation of an efficient and harmonious work environment, and helps to ensure everyone's job security.

Grievance Procedure

It is a declared objective of the district to encourage the prompt and informal resolution of classified employee complaints as they arise and to provide recourse to orderly procedure for the satisfactory adjustment of complaints. It is understood that an employee may present an oral complaint to a supervisor at any time without initiating the grievance procedure set forth below. If an employee grieves a matter that has already been submitted from another employee, the district may forego the meeting and just communicate the decision in writing.

- I. **Definition:** A grievance must be presented in writing on the appropriate form (Grievance Initiation and Report, see sample form in the appendices) and signed by the employee claiming a violation of the regulations of the district. No classified employee may file a grievance on behalf of another employee. Only grievances filed by an employee directly affected by an alleged violation may be processed through the grievance procedure.

A grievance shall mean a complaint by a classified employee involving the interpretation or application of any of the regulations as adopted, except that the term grievance shall not apply to any matter in which:

- A. A method of review is prescribed by law, or by any rule or regulation of the State Board of Education having the force and effect of law, or
- B. The Board of Education is without authority to act.



II. **Adjustment of Grievance:** Grievance from classified employees shall be presented and adjusted in the following manner; terminated employees cannot use the grievance procedures.

A. Step 1 – Any classified employee may present a grievance in writing to his/her immediate supervisor within ten (10) working days following knowledge of the act or condition which is the basis of the complaint. The immediate supervisor will acknowledge receipt of the grievance in writing and shall confer with the employee in an effort to arrive at a mutually satisfactory resolution of the complaint in keeping with policy and regulation. This meeting must be held in no less than ten (10) working days after the grievance is received by the supervisor. The supervisor will communicate his/her decision in writing to the aggrieved employee within ten (10) working days after the conference.

B. Step 2 – If the grievance is not resolved at Step 1, the aggrieved classified employee may appeal within ten (10) working days after receiving the decision at Step 1 to the staff person administratively responsible for the program in which the employee is employed.

The appeal shall be in writing and shall set forth specifically the act or condition and the grounds on which the grievance is based. The staff person will acknowledge receipt of the grievance in writing and shall confer with the employee, the immediate supervisor at Step 1, in an effort to arrive at a mutually satisfactory resolution of the complaint. At the conference, the employee must appear personally and may be represented by one representative of his/her choice. This meeting must be held in no less than ten (10) working days after the appeal is received by the staff person administratively responsible for the program. The staff person will communicate his/her decision in writing to the aggrieved employee within ten (10) working days after the conference.

C. Step 3 – If the grievance is not resolved at Step 2, the classified employee may appeal from the decision at Step 2 to the Director of Human Resources. The appeal shall be in writing and shall set forth specifically the reason for the appeal from the decision at Step 2, and must be filed within ten (10) working days after receiving the decision at Step 2. The Director of Human Resources will acknowledge receipt of the grievance in writing and shall confer with the employee. At the conference the employee must



appear personally and may be represented by one (1) representative of his/her choice. This meeting must be held in no less than ten (10) working days after the appeal is received by the Director of Human Resources. The Human Resources Department will communicate a decision in writing to the aggrieved employee within ten (10) working days after the conference.

D. Step 4 – If the grievance is not resolved at Step 3, the aggrieved classified employee may within ten (10) working days, after the decision of the Human Resources Department, appeal the writing and set forth specifically the reason for the appeal from the decision at Step 3 to the Superintendent. The Superintendent will acknowledge receipt of the grievance in writing, and the Superintendent or the Superintendent's designee, will confer with the employee with a view to arriving at a mutually satisfactory resolution of the complaint. At the conference, the employee must appear personally and may be represented by one representative of his/her choice. This meeting must be held within ten (10) working days after the appeal is received by the Superintendent. The Superintendent will communicate his/her decision in writing to the employee within ten (10) working days after the conference. The Superintendent's decision on the matter is final.

- III. **Special Types of Grievances and Complaints:** Grievances arising from the action of administrators other than the immediate supervisor may be initiated with and processed by such administrators in accordance with Step 2 or 3 of this grievance procedure.
- IV. **Time Limits:** Failure in any step of this procedure to communicate the decision on a grievance within the specified time shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the time specified shall be deemed to be acceptance of the decision rendered at that step. The time specified in any step of this procedure may be extended in any specific instance by mutual agreement.

The district will not discharge, demote, or in any way discipline an employee because of the filing of a grievance in itself.

Any legal fees or other charges for outside representation shall be borne by the grieving employee.



Appeal Process

An employee can be notified of their immediate dismissal by the employee's supervisor or other district official. Probationary employees have no appeal rights.

The non-probationary employee, in this instance, may request in writing within ten (10) working days a hearing that could include the employee's supervisor, department head, Director of Human Resources representative, and the hearing officer designated by the Superintendent to discuss the problem and charges against the employee. In the conference, the employee may be represented by one (1) representative of their choice. The employee or the employee's representative may present any written evidence or statements that the employee feels would be helpful for the full review of the problem. The hearing with the employee and/or the employee's representative will not be open to the public or other employees. If the terminated employee fails to appear at the hearing, then the current decision stands and the terminated employee waives their hearing rights and right to appeal. Following the conference, the employee will be notified in writing within ten (10) working days of the hearing officer's decision, including the recommendation to the Superintendent.

The Superintendent or the Superintendent's designee will individually (without a hearing) review the charges against the employee, the evidence and statements presented, and the hearing officer's decision and recommendations. After completing this review of the record, the Superintendent or the Superintendent's designee will make a final recommendation to the Board of Education for action and final determination.

If an employee appeals an immediate dismissal, it is understood that during the period when an employee is notified of their immediate dismissal and the Superintendent's recommendation to the Board of Education, the employee is not on pay status.

Notice of Non-discrimination

Piper USD 230 does not discriminate on the basis of race, color, national origin, sex, disability, age, sexual orientation, or gender identity in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups. The following person has been designated as the Federal Compliance Coordinator to handle inquiries regarding the non-discrimination policies:

Piper USD 203 - 913-721-2088 - Dr. Jessica Dain, Superintendent
3130 North 122nd Street Leavenworth Road - Kansas City, Kansas 66109

For further information on notice of non-discrimination, visit <http://wdcrobcolp01.ed.gov/CFAPPS/OCR/contactus.cfm>. For the address and phone number of the office that serves your area or call 1-800-421-3481.



APPENDIX

Classified Salary Schedule

Non-Residence Student Enrollment for Children of Classified Staff Members

Mileage Reimbursement Request

Grievance Initiation Report



Step	2	3	4	5	6	7	8	9	
1	\$12.34	\$12.93	\$13.52	\$14.10	\$14.69	\$15.27	\$15.86	\$16.45	Level 2:
2	\$12.66	\$13.25	\$13.84	\$14.42	\$15.01	\$15.58	\$16.17	\$16.76	Level 3:
3	\$12.97	\$13.56	\$14.15	\$14.73	\$15.32	\$15.90	\$16.49	\$17.08	<ul style="list-style-type: none"> • Food Service • Lunch Aides
4	\$13.29	\$13.88	\$14.47	\$15.05	\$15.64	\$16.22	\$16.81	\$17.40	Level 4:
5	\$13.60	\$14.19	\$14.78	\$15.36	\$15.95	\$16.53	\$17.12	\$17.71	<ul style="list-style-type: none"> • Custodians • Intervention Aides • Library Aides • Paraprofessionals
6	\$13.92	\$14.51	\$15.10	\$15.68	\$16.27	\$16.85	\$17.44	\$18.03	Level 5:
7	\$14.24	\$14.83	\$15.42	\$16.00	\$16.59	\$17.16	\$17.75	\$18.34	<ul style="list-style-type: none"> • High School Kitchen Manager
8	\$14.55	\$15.14	\$15.73	\$16.31	\$16.90	\$17.48	\$18.07	\$18.66	Level 6:
9	\$14.87	\$15.46	\$16.05	\$16.63	\$17.22	\$17.80	\$18.39	\$18.98	<ul style="list-style-type: none"> • Custodial Lead • Early Childhood Aides • Groundskeeper • Maintenance Technician
10	\$15.18	\$15.77	\$16.36	\$16.94	\$17.53	\$18.11	\$18.70	\$19.29	Level 7:
11	\$15.50	\$16.09	\$16.68	\$17.26	\$17.85	\$18.43	\$19.02	\$19.61	Level 8:
12	\$15.82	\$16.41	\$17.00	\$17.58	\$18.16	\$18.74	\$19.33	\$19.92	<ul style="list-style-type: none"> • Building Secretary • Certified Aide • Certified Paraprofessional • Compass Paraprofessional • Grounds Lead
13	\$16.13	\$16.72	\$17.31	\$17.89	\$18.48	\$19.06	\$19.65	\$20.24	Level 9:
14	\$16.45	\$17.04	\$17.63	\$18.21	\$18.80	\$19.38	\$19.97	\$20.56	<ul style="list-style-type: none"> • Onward Special Education Job Coach
15	\$16.76	\$17.35	\$17.94	\$18.52	\$19.11	\$19.69	\$20.28	\$20.87	
16	\$17.08	\$17.67	\$18.26	\$18.84	\$19.43	\$20.01	\$20.60	\$21.19	
17	\$17.40	\$17.99	\$18.58	\$19.15	\$19.74	\$20.32	\$20.91	\$21.50	
18	\$17.71	\$18.30	\$18.89	\$19.47	\$20.06	\$20.64	\$21.23	\$21.82	
19	\$18.03	\$18.62	\$19.21	\$19.79	\$20.38	\$20.96	\$21.55	\$22.14	
20	\$18.34	\$18.93	\$19.52	\$20.10	\$20.69	\$21.27	\$21.86	\$22.45	
21	\$18.66	\$19.25	\$19.84	\$20.42	\$21.01	\$21.59	\$22.18	\$22.77	
22	\$18.98	\$19.57	\$20.16	\$20.73	\$21.32	\$21.90	\$22.49	\$23.08	
23	\$19.29	\$19.88	\$20.47	\$21.05	\$21.64	\$22.22	\$22.81	\$23.40	
24	\$19.61	\$20.20	\$20.79	\$21.37	\$21.96	\$22.54	\$23.13	\$23.72	
25	\$19.92	\$20.51	\$21.10	\$21.68	\$22.27	\$22.85	\$23.44	\$24.03	
26	\$20.24	\$20.83	\$21.42	\$22.00	\$22.59	\$23.17	\$23.76	\$24.35	
27	\$20.56	\$21.15	\$21.74	\$22.31	\$22.90	\$23.48	\$24.07	\$24.66	
28	\$20.87	\$21.46	\$22.05	\$22.63	\$23.22	\$23.80	\$24.39	\$24.98	
29	\$21.19	\$21.78	\$22.37	\$22.95	\$23.54	\$24.12	\$24.71	\$25.30	
30	\$21.50	\$22.09	\$22.68	\$23.26	\$23.85	\$24.43	\$25.02	\$25.61	
31	\$21.82	\$22.41	\$23.00	\$23.58	\$24.17	\$24.75	\$25.34	\$25.93	
32	\$22.14	\$22.73	\$23.32	\$23.89	\$24.48	\$25.06	\$25.65	\$26.24	
33	\$22.45	\$23.04	\$23.63	\$24.21	\$24.80	\$25.38	\$25.97	\$26.56	
34	\$22.77	\$23.36	\$23.95	\$24.53	\$25.12	\$25.70	\$26.29	\$26.88	
35	\$23.08	\$23.67	\$24.26	\$24.84	\$25.43	\$26.01	\$26.60	\$27.19	
36	\$23.40	\$23.99	\$24.58	\$25.16	\$25.75	\$26.33	\$26.92	\$27.51	
37	\$23.72	\$24.31	\$24.89	\$25.47	\$26.06	\$26.64	\$27.23	\$27.82	
38	\$24.03	\$24.62	\$25.21	\$25.79	\$26.38	\$26.96	\$27.55	\$28.14	
39	\$24.35	\$24.94	\$25.53	\$26.11	\$26.70	\$27.28	\$27.86	\$28.45	
40	\$24.66	\$25.25	\$25.84	\$26.42	\$27.01	\$27.59	\$28.18	\$28.77	



Non-Residence Student Enrollment for Children of Classified Staff Members:

As a benefit for classified employees who reside in Kansas but outside the boundaries of Piper School District, children of those employees may enroll in the school district under the following conditions and guidelines:

1. The employee must be employed full-time in a minimum of 32-week position or on a work agreement of 9 months or more.
2. The employee's child must be in the custody of the employee.
3. The child must be a child of the employee, an adopted child of the employee, or other legal minor dependent living in the household of the employee.
4. The employee must provide transportation for the child to and from school. Transportation will not be provided by the school district nor shall the school district have any responsibility for transportation or the cost of transportation.
5. The child must comply with attendance and student conduct policies at all times. Failure to comply with rules, regulations, and policies may lead to immediate revocation of enrollment privileges in the Piper School District.
6. Enrollment in any school, class, or program will be subject to available space in the school, class or program. In all cases, the superintendent or designee shall make the final determination as to space available under this policy; however, no additional staff will be added to accommodate enrollment under provisions of this policy.
7. The employee will be responsible for all fees of the child admitted for enrollment. Failure to make payment on a timely basis may result in revocation of enrollment benefit or withholding from any contract funds due to the employee failing to make payment following notice that fees have not been paid.
8. The child must be enrolled and attend classes before the official state of Kansas enrollment date currently established as September 20 of each year. The Superintendent may waive this requirement for individuals employed after the official enrollment date.
9. Enrollment conditions of this policy begin with the initial employment and end with any separation or termination of employment.
10. A child who has been suspended or expelled from school by any school district may be denied admission to the school district as provided in KSA 72-6120.

Piper USD 203 Grievance Report Form

Employee Name:

Date Filed:

Date Grievance Occurred:

Relevant Contract Provisions:

Statement of grievant's claim; statement of facts upon which grievance is based *(Use additional pages if necessary):*

Relief Desired:

Employee Signature:

Date:

Date Grievance Form Received by Administrator:

Disposition by the Appropriate Administrator *(Use additional pages if necessary):*

Administrator Signature

Date: