

# CUSTODIAL PERSONNEL HANDBOOK



**ELL-SALINE USD 307  
2022 - 2023**

This handbook is also available on our district website ([www.ellsaline.org](http://www.ellsaline.org)).

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## **INTRODUCTION**

This handbook is a compilation of school board policy and administrative regulations that provides a single source of information relating to custodial personnel. An attempt has been made to be as nearly complete as possible, but it is reasonable to assume that not all areas have been addressed nor all questions answered. It is essential that custodial personnel read this material and become familiar with it.

It is understood that nothing in this handbook is intended to circumscribe or modify the existing right of the school board to manage and operate its facilities; direct the work of its employees; hire, promote, demote, transfer, assign and retain employees in position with the school board; suspend or discharge employees for proper cause; maintain the efficiency of governmental operation; or for other legitimate reasons; take actions as may be necessary to carry out the mission of the school board; and to determine the methods, means and personnel by which operations are to be carried out. It is further specifically agreed that the foregoing enumeration of the rights of the school board shall not be determined to exclude other rights not specifically enumerated unless abridged and modified by provisions included within this handbook. It is also understood there are other inherent rights of management that may be exercised during the terms of this handbook.

It is further understood and agreed that the provisions of this handbook are intended to extend to such matters relating to conditions of employment enumerated in this handbook except any subject pre-empted by federal or state law.

## **BENEFITS AND COMPENSATION**

### Insurance

The USD 307 Ell-Saline Board of Education will fund a medical benefit for KPERS-covered classified employees not to exceed \$600, on a take-it-or-leave-it basis. Classified employees covered by their spouse's insurance but not covered for dental may use this benefit to purchase a single or family dental plan from the district carrier.

Eligible retirees may participate in the district total health and dental insurance plans. The premium anniversary date coincides with the school calendar. Premium increases that affect the retired employee must be paid before the premium is due. Notice will be sent by the district office of amount and date of payment. The employee will be responsible for the payment of premiums by the due date; failure to do so may terminate insurance coverage. The option to maintain health or dental insurance shall automatically terminate following the end of the benefit plan year in which the employee reaches 65 or upon the death of the employee. Retiree/dependents must be on the medical and dental plans prior to retirement to be eligible for these benefits upon retirement.

Retirees, from the pool of all eligible staff, will not be eligible to participate in Plan 125. However, eligible retirees may still participate in the district's total health and dental insurance plans providing they have been employed by the district for a minimum of ten (10) consecutive years. The premium anniversary date coincides with the school calendar. Premium increases that affect the retiree must be paid before the premium is due. Notice will be sent by the district office of amount and date of payment. The retiree

will be responsible for the payment of premiums by the due date; failure to do so may terminate insurance coverage. The option to maintain health and dental insurance shall automatically terminate following the end of the benefit plan year in which the retiree reaches 65 or upon the death of the retiree.

### Vacations and Holidays

The following paid holidays will be granted to employees working during the school term:

Labor Day	Christmas Day
Thanksgiving Day	New Year's Day

➤ ***The following applies to twelve-month, 40-hr. work week employees only:***

Each fiscal school year (July 1 to June 30) of continuous service entitles an employee to receive two- (2) week's vacation with pay. Vacation time requires prior administrative approval. Application for use of vacation time must be made on the regular "Absence Form". Vacation time shall be arranged with the immediate supervisor with the approval of the superintendent of schools. Vacation will be accrued the first year of employment at a rate of .83 per month, and pro-rated the year of termination. Employees leaving the district shall be paid for accrued vacation time at the employee's regular daily rate of pay. If at the time of termination an employee has used more vacation days than earned, the employee's final check will be adjusted.

An employee can carry forward from one fiscal year to the next one-year's vacation time. Any vacation time over one year at the end of the fiscal year will be dropped prior to the addition of the next year's days. This means that after one full year of employment in the district, an employee could have up to 20 days total vacation the second year. Any days beyond the maximum of 20 days total vacation due will be dropped from the accumulated and current year's days to reduce the total to twenty days vacation available. This is a "use it or lose it" policy after the current and past vacation time equals or exceeds twenty days total.

The following applies to exempt employees only: Should temporary leave be exhausted, any additional absences of this nature will be deducted in full-day increments from the employees' vacation.

In addition to the two-(2) weeks of vacation, the following paid holidays will be granted:

Labor Day	Good Friday
Thanksgiving Day	Memorial Day
Christmas ( <i>two paid days</i> )	Fourth of July
New Year's Day	

### Temporary Leave

Temporary leave will be granted to employees on the following basis -- 10 days per school year accumulative to 30 days. During the first school year of employment, the employee will accrue .83 temporary leave days per month. Each subsequent school year, the employee will be credited with 10 days at the beginning of the school year. Full-time 12-

month employees will be granted 12 days per fiscal year accumulative to 30 days, and each subsequent fiscal year will be credited with 12 days at the beginning of the fiscal year.

When conditions indicate, such as following surgery, accident or illness, the superintendent may require a doctor's permit before the employee may return to work.

Employees may use available temporary leave days for self, spouse, son, daughter, parents of the employee, and siblings of the employee. Employees may use up to five (5) available temporary leave days for the parents and siblings of the employee's spouse.

Temporary leave days shall not be taken the day preceding or the day following a school observed holiday unless there are no students in attendance on that day. Temporary leave may not be taken the final five days of student school attendance except for the school activities and/or graduations of immediate family members including self, spouse, or children. Any other days taken during that time period will be at the discretion of the building principal.

There shall be no payment for unused temporary leave when an employee ceases employment with the district.

#### Unpaid Leave

Unpaid leave utilized on a regular basis will result in disciplinary action up to and including dismissal. The only exception to this will be for extended medical reasons.

#### Legal Leave

Leave will be granted for jury duty, or if the employee is called as a witness or to give testimony in a trial or hearing. Special circumstances that require legal leave need prior approval of the Superintendent. Employees have the option of keeping the money received from the court, or surrendering that money and receiving their regular daily salary.

Absences due to legal matters not pertaining to school business will be deducted from employee's accumulated or current leave. It is always an option to take temporary days for personal legal matters but the leave must be specified as a legal issue if used before or after a holiday or after May 15.

#### Family and Medical Leave

Family and medical leave as required by federal law shall be granted for a period of up to 12 weeks during a 12-month period. For purposes of this policy, a 12-month period shall be defined as a fiscal year beginning on July 1 and ending the following June 30. Spouses employed by the district may only take an aggregate of 12 weeks of leave for the birth or adoption of a child within a 12-month period.

Leave is available for the following:

1. the birth of a son or daughter of the employee and to care for the newborn child;

2. the placement of a son or daughter with the employee for adoption or foster care and to care for the newly placed child;
3. to allow the employee to care for the employee's spouse, son, daughter or parent with a serious health condition;
4. a serious health condition of the employee that makes the employee unable to perform the functions of his or her job;
5. any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on active duty (or has been notified of an impending call or order to achieve active duty) in support of a contingency operation; and
6. the need to care for a covered service member with a serious injury or illness if the employee is the spouse, son, daughter, parent, or next of kin of the service member. Eligible employees are, for reason (6) only, entitled to a combined total of 26 workweeks of leave during a 12-month period.

(Leave for reason 1 or 2 must be taken within 12 months of the date of birth or placement of the child.)

This leave shall normally be unpaid leave. However, if the employee has any paid leave that is available for use because of the reason for the leave, the paid leave shall be used first and counted toward the annual family and medical leave. The superintendent will notify the employee of the beginning date of family and medical leave and the amount of the employee's accrued paid leave designated as family and medical leave.

The employee is eligible for family and medical leave if he or she has been employed by the district for at least 12 months and has worked at least 1,250 hours during the 12-month period immediately preceding the commencement of the FMLA leave.

During the period of any unpaid family and medical leave 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 the leave. Any employee portion of the cost shall be paid by the employee to the treasurer on the payroll date or other time as the employee and superintendent may agree prior to the commencement of the leave. The board may terminate group health coverage if the employee's portion of the payment is not received within 30 days of the due date, so long as written notice of the delinquency in payment and the notice of intent to terminate coverage are sent at least 15 days prior to the termination.

When leave is foreseeable, the employee shall give written notice 30 days in advance. If leave is not foreseeable, notice will be given as soon as is practicable.

Upon the employee providing notice of need for leave, the employer will notify the employee of the following within 5 business days, absent extenuating circumstances:

- a. whether or not the employee is eligible for FMLA leave; the reasons that leave will count as family and medical leave,
- b. any requirements for medical certification,
- c. employer requirement of substituting paid leave,
- d. requirements for premium payments for health benefits and employee responsibility for repayment if employer pays employee share,
- e. right to be restored to same or equivalent job, and
- f. any employer required fitness-for duty certifications.

Family leave (reasons 1 or 2) may not be used intermittently or on a part-time basis without the prior approval of the superintendent.

The superintendent may require an instructional employee to continue leave until the end of a semester if the leave begins more than five (5) weeks before the end of a semester, lasts more than three (3) weeks and the return would occur during the last three (3) weeks of the semester.

If the leave is for a reason other than the employee's serious health conditions or for a qualifying exigency as described in section (5) above, the superintendent may require an instructional employee to continue leave until the end of a semester, if:

- ◆ the leave begins in the last five (5) weeks of a semester, will last more than two (2) weeks and the return to work would occur in the least two (2) weeks of a semester, or
- ◆ the leave begins in the last three (3) weeks of a semester, and lasts more than five (5) days.

### Worker's Compensation

#### **WHAT TO DO IF AN ACCIDENT OCCURS ON THE JOB**

Notify your supervisor immediately. A written report must be filed by the injured employee within 10 days of the accident. Injuries occurring during the day should be seen by a physician at **Occupational Health Partners, 2265 S. 9th, Salina**. If a serious injury occurs during an evening or on a weekend, see the physician on call at the hospital emergency room, the hospital should notify Occupational Health Partners. The employee should contact the Superintendent and Occupational Health Partners the next business day to arrange care.

#### **MEDICAL BENEFITS**

An employer is required to furnish all necessary medical treatment and has the right to designate the treating clinic. **The designated clinic for Ell-Saline USD 307 is Dr. Kelly Yoxell Occupational Health Partners, 785-823-8381.** If the employee seeks treatment from a doctor not authorized by the employer, the employer or its insurance carrier is only liable up to \$500.

#### **INJURIES OCCURRING WHEN AN EMPLOYEE IS "UNDER THE INFLUENCE"**

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

#### **INJURIES SUFFERED WHILE TRAVELING TO AND FROM WORK**

An injury suffered while going to or coming from work is not an injury arising out of and in the course of employment whether or not the employer provided transportation if such means of transportation was available for the exclusive personal use by the employee, unless the employee was engaged in a special errand or mission for the employer, or access to the vehicle was an integral element of the employment. An employee, who is



injured while deviating from the course of his employment, including leaving the employer's premises, is generally not eligible for benefits unless such deviation is expressly approved by the employer.

### **HORSEPLAY**

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

### **WEEKLY BENEFITS**

Benefits are paid by the employer's workers compensation insurance carrier. Injured workers are not entitled to compensation for the first week they are off work unless they lose three consecutive weeks. The first compensation payment is normally due at the end of the 14th day of lost time. An injured employee is entitled to a weekly amount of 66 2/3% of his average weekly wage up to a maximum of 75% of the state's average weekly wage. These benefits are subject to legislative changes and for the latest information on benefit levels, please contact the division at the address and phone number below. If the injury results in permanent disability, the Kansas compensation law provides for additional benefits.

According to district policy Section EBAA Workers Compensation, an employee using temporary leave or other available leave in combination with workers compensation will be charged one full day of leave for each day of absence until the employee's leave benefits are exhausted. If the employee is the recipient of workers compensation benefits for absences resulting from the injury, the salary of the employee will be reduced by the amount the employee receives in workers compensation benefits. The amount of workers compensation benefits and leave benefits shall not exceed the regular daily rate of pay.

### **WHERE TO GET HELP OR INFORMATION ON YOUR CLAIM**

Contact the Claims Advisory Section at the Kansas Division of Workers Compensation (DWC) immediately if you do not receive compensation in a timely manner. The DWC has full-time personnel who specialize in aiding injured workers with claim problems. DWC can be reached at - Kansas Department of Human Resources, DWC, 800 S.W. Jackson, Suite 600, Topeka, KS 66612-1227, (785) 296-2996. DWC can give information on what benefits an injured worker is entitled to receive. Such problems as benefits not being paid on time, unpaid medical bills, questions in regard to proper settlement amounts, etc. should be brought to the attention of the Division's Claims Advisory Section. Current claims are being administered by AmTrust North America, 800 Superior Avenue East, 21<sup>st</sup> Floor, Cleveland, OH 44114.

For further information contact the district office at 785-225-6813.

### **Compensation**

Salaries shall be set annually by the board of education based upon the review and recommendation of the superintendent.

Employees will receive full recognition for all years of comparable experience.

An employee hired to perform a specific duty for the district will be paid at the rate of pay for that position, even though they may be asked to assist in another area of employment during their eight-hour work day. Should they be working beyond the eight-hour day (forty-hour workweek) and drawing overtime for that work, the established guideline of the wage and hour laws will take effect.

- ❖ Example #1 – A custodian working as a bus driver during their eight-hour regular custodial shift will be paid as a custodian for the eight-hour day.
- ❖ Example #2 – A cook working a six-hour day that drives a bus on an afternoon route beyond their regular shift will not be on overtime, but will draw their pay for the bus driving assignment based on a bus driver's pay.
- ❖ Example #3 – A cook or bus driver working in another area beyond the forty-hour week and on overtime will have the pay rate established by the federal wage and hour laws, which is based on a formula that averages the pay of the different positions to determine the hourly overtime rate.

Employees will be paid monthly on the 15<sup>th</sup> of the month. If the 15<sup>th</sup> falls on a weekend or over a holiday or a school vacation, then paychecks will be ready on the last working day before the 15<sup>th</sup>.

The pay period each month will end on the last day of the month. The time period to be covered by each payroll is from the first day of the month to the last day of the month.

#### Inclement Weather Closings

Compensation will not be made for days when school is closed due to inclement weather and employees do not report to work. The same practice will be followed if school is closed for any unscheduled reason, i.e. power outage, flooding, etc.

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

Employees who meet the qualifications for the Kansas Public Employees Retirement System must become a member. All employees having regularly scheduled hours exceeding 630 hours per year or 3½ hours per day will be covered. An employee contribution as determined by current law will be made each pay date.

#### Activity Passes

The board shall provide each classified employee with a pass to district-sponsored activities with the exception of specified athletic tournaments and KSHSAA events.

#### Reimbursements

The district will not pay sales tax when reimbursing employees for merchandise they have purchased themselves. As much as possible, employees should contact the district office and utilize those vendors/credit accounts which will honor the district's tax exempt status. All reimbursements must be made within 60 days of purchase.

## **SCHEDULES**

### Work Schedule

Time schedules for custodial personnel will be assigned at the beginning of the employment term by the building principal and superintendent. These schedules may be adjusted during the year based on need.

Each custodian and building operator is also required to make a written schedule of his/her daily work. The work schedules are to be approved by the building principal. The schedule will be broken down into no more than 20-minute intervals.

### Overtime

There will be no overtime worked unless approved in advance by the building principal. All overtime will be paid at the rate required by current law. All approved overtime shall be recorded on the employee's time sheet and initialed by the employee's supervisor.

Overtime pay is paid for hours actually worked in excess of 40 hours per week. Paid leave shall not be considered as hours worked.

### Time Sheets

All classified employees are required to maintain and submit to the district office time sheets reporting all time on their job site. Time sheets are required for all hourly employees and must be signed by the employee. All hourly employees shall report the beginning of each workday and report the end of each workday.

Any and every time an employee is absent from work, an absence form should accompany time sheet stating the reason for the absence. Lack of an absence report will automatically be interpreted as "without pay". Employees must get prior approval by their supervisor in order to be absent "without pay." Employees who request to be absent without pay three times during a school year will be put on probation. Employees who request to be absent without pay five times during the school year result in discipline up to and including termination.

Classified / hourly workers are paid for actual hours worked. It is critical that all employees complete their time cards accurately and based on the hours they actually worked. Falsification of hours worked and timecards will result in discipline up to and including termination.

## **CONDUCT**

### Drug Free Schools and Communities Act Drug Free Workplace

The unlawful possession, use, or distribution of illicit drugs and alcohol by students or school employees on school premises or as a part of any school activity is prohibited. This policy is required by the 1989 amendments to the Drug Free School and

Communities Act, P.L. 102-226. This policy, and any curriculum used in conjunction with it, shall be evaluated at least every other year using criteria developed by the superintendent and approved by the board.

As a condition of continued employment in the district, all employees shall abide by the terms of this policy. Employees shall not unlawfully manufacture, distribute, dispense, possess or use illicit drugs, controlled substances, or alcoholic beverages on district property or at any school activity. Compliance with the terms of this policy is mandatory. Employees who are found violating the terms of this policy will be reported to the appropriate law enforcement officers. Additionally, an employee who violates the terms of this policy will be subject to the following sanctions:

1. Short-term suspension with pay;
2. Short-term suspension without pay;
3. Long-term suspension without pay;
4. Required participation in a drug and alcohol education, treatment, counseling, or rehabilitation program;
5. Termination or dismissal from employment

Prior to applying sanctions under this policy, employees will be afforded all due process rights to which they are entitled under their contracts or the provisions of Kansas law. Nothing in this policy is intended to diminish the right of the district to take any other disciplinary action, which is provided for in district policies or the negotiated agreement.

If it is agreed that an employee shall enter into and complete a drug education or rehabilitation program, the cost of such program will be borne by the employee. Drug and alcohol counseling and rehabilitation programs are available for employees of the district. A list of available programs along with names and addresses of contact persons for the program is on file with the board clerk.

Employees are responsible for contacting the directors of the programs to determine the cost and length of the program, and for enrolling in the programs.

### Sexual Harassment

The primary goal of American public education is to prepare its young citizens for the full exercise of citizenship rights and responsibilities. If students are to develop the attitudes and behavior identified with effective citizenship, the school itself by precept and example should create a democratic atmosphere gradually expanding the opportunities for student participation in school decision-making as students demonstrate their capacity for accepting greater responsibility. It shall be the policy of the board to foster and encourage the development of procedures through which students may be effectively involved in establishing goals and objectives for their lives, insofar as these goals may properly be developed in the school setting.

In order for this to be possible, schools must operate in a fashion that allows all students and employees to function free from discrimination. Court decisions have clarified what sexual harassment is and the problems that it creates in the workplace and school. The

board recognizes that sexual harassment of students or employees create a stressful situation that makes working or learning extremely difficult.

The board prohibits any and all forms of sexual harassment against any student or employee. Sexual harassment is defined as follows:

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

- A. submission to such conduct is made implicitly or explicitly a term or condition of employment;
- B. submission to or rejection of such conduct is used as a basis for employment decisions; or
- C. the conduct has the purpose or effect of unreasonably interfering with work performance or creating an intimidating, hostile, or offensive work environment.

Should a person wish to file a sexual harassment complaint against an individual or group, that person would need to notify the building principal or superintendent in writing of the charges. All charges will be investigated and handled as discretely as possible. A written report will be prepared for the offended party. No retaliatory measures will be permitted nor tolerated against the person filing the complaint. Persons found to be in violation of the policy will have disciplinary measures applied, which may include suspension or dismissal from employment with the district.

#### Political Activity

No partisan political activity or agitation shall be permitted on the part of any school employee at any time during regular school hours.

#### Conflict of Interest

District employees are prohibited from engaging in any activity, which may conflict with or detract from the effective performance of their duties.

#### Sale of Items to Students

District employees are not to sell items to student. This does not prohibit Ell-Saline Fundraisers, shop project materials, instrumental music supplies, etc.

#### Communication by Employees to the Board of Education

All communications concerning school business from the board to employees and from employees to the board shall be made through the Superintendent of Schools.

#### Employee Confidentiality

District employees may have ongoing opportunities to access confidential information or records that are required to be kept confidential. Much of the student information processed by district employees is confidential, and state and federal law limits its release.

## Employee Fraud

The Board of Education expects officers and employees of the district to fulfill the public's trust and to conduct themselves in an honorable manner, abiding by all district policies and regulations and by all applicable state and federal laws and regulations.

When district officers or employees know or have reasonable cause to believe that serious instances of wrongful conduct (e.g., mismanagement of district resources, violations of law and/or abuse of authority) have occurred, they should report such wrongful conduct to the Board or one of its designated officers.

Wrongful conduct of any kind by employees will not be tolerated, and could result in disciplinary action being taken against the employee, including termination.

The term "wrongful conduct" shall be defined to include (but may not be limited to):

- Theft of district money, property, or resources;
- Abuse of district property;
- Unapproved use of district premises/property;
- Fraud or fraudulent activities;
- Violations of applicable federal and state laws and regulations;
- Unauthorized possession of firearm or other dangerous weapons while on school district property;
- Consumption, use, possession, selling, distribution, or being under the influence of illegal drugs, alcohol, or other controlled substances unless prescribed by a physician, while on duty or on school district premises/property;
- Divulging confidential information relating to a student or employee;
- Physical assault/battery on another employee, a student, or a visitor;
- Serious violations of district policy, regulation, and/or procedure.

## Notice of Nondiscrimination

Applicants for admission and employment, students, parents, employees, sources of referral of applicants for admission and employment, and all unions or professional organizations holding collective bargaining or professional agreements with the EII-Saline School District are hereby notified that this District does not discriminate on the basis of race, color, national origin, sex, age, or handicap in admission or access to, or treatment or employment in, its programs and activities. Any person having inquiries concerning the EII-Saline School District's compliance with the regulations implementing Title VI, Title IX, or Section 504 is directed to contact Mr. Brian Rowley, Superintendent of Schools, 412 E. Anderson, Brookville, Kansas, 785-225-6813, who has been designated by the EII-Saline School District to coordinate the District's efforts to comply with the regulations implementing Title VI, Title IX, and Section 504.

## Grievance Procedures

The Board of Education has adopted the following resolution relating to grievance procedures of mandated programs:

1. The Local Education Agency (EII-Saline USD #307) recognizes the right of employees and students to express their grievances and to seek a solution concerning disagreements arising from working conditions, employment practices,

or differences of interpretation of policy which might arise between the LEA and its employees.

2. The procedures for processing grievances shall be as follows:

- a) Should a grievant or the representative feel, after oral discussion with the supervisor, that the grievant's rights under LEA Policy have been violated, they may originate a grievance. The grievant and/or the representative shall, within 180 days of the date the grievance occurred, present the facts, in writing, to the proper supervisor, department head or a designated representative of the LEA. The decision of such official shall be made, in writing, to the grievant within ten (10) working days.
- b) Should the grievant decide that the reply of the supervisor, department head or representative is unsatisfactory, the grievant shall, within ten (10) working days, submit an appeal to the chief school officer. The decision of the chief school officer shall be made, in writing, to the grievant or the representative within ten (10) days.
- c) Should the grievant decide that the reply of the chief school officer is unsatisfactory; the matter may be appealed, within ten (10) working days, to a Grievance Committee which shall be established as follows:
  - 1) The grievant or the representative may designate one (1) member.
  - 2) The chief school officer or the representative shall appoint one (1) member.
  - 3) The two members appointed, as provided in a) and b) above shall agree upon a third member.
  - 4) In the event the grievant representative and the LEA representative cannot agree upon a third member of the Grievance Committee within a period of ten (10) working days, the President of the local board shall designate a third member.
  - 5) The Grievance Committee, as provided in "3" shall meet within a period of ten (10) working days after the appointment of the third member of the Committee and set the matter for hearing and shall render its decision as promptly as possible. A decision of the Grievance Committee may be reached upon the concurrence of any two (2) of the three members.
  - 6) The Grievance Committee shall keep a complete record of any hearing before it, including any exhibits or papers submitted to it in connection with the hearing and a complete transcript of any testimony taken. Upon rendering its decision, the complete record shall be filed in the office of the chief school officer and shall be available to the grievant; the grievant's representative or the LEA's representative.
- d) In the event the decision of the Grievance Committee is unsatisfactory either the grievant or the chief school officer, either may, within ten (10) days after receipt of the decision of the Grievance Committee, file a written notice of appeal to the local Board of Education.
- e) Upon receipt of the notice of appeal, the President of the local board shall cause the transcript of the hearing before the Grievance Committee to be filed with the local Board of Education who shall review such record. The decision of the local Board of Education, upon such review, shall be final.
- f) If the decision is deemed unsatisfactory by the complainant(s), a complaint of alleged discrimination may be filed with the:

Equal Employment Opportunity Commission  
400 State Ave., 9th Floor  
Kansas City, KS 66101

Kansas Human Rights Commission  
900 SW Jackson, 568-S  
Topeka, KS 66612-1258

United States Department of Education  
Office for Civil Rights  
One Petticoat Lane  
1010 Walnut Street, Suite 320  
Kansas City, Missouri 64106

### Termination

Any employee may be discharged for cause, or when he/she is found to be inefficient in the discharge of his/her assigned duties, or for violation of any provisions of this policy handbook. Such discharge shall be effective immediately or with such notice as set by the superintendent or the board of education. The employee shall have the right to appear before the board of education at its next regular meeting for the purpose of reconsidering such discharge if the employee considers the discharge to be wrongful. Following the hearing, the board shall specify the reasons for upholding the discharge, if the discharge is re-affirmed.

### Employee Exit Survey

In an effort to develop and maintain a high quality certified and classified staff, the Ell-Saline USD 307 Board of Education directs that each and every departing employee of the district complete an "exit survey". This exit survey will be conducted by the superintendent of schools prior to the departing employee receiving his or her final paycheck. The survey will become a part of the employee's personnel file and will be utilized only to improve the conditions of employment of the personnel of the district.

## **DISTRICT PROCEDURES**

### Employment Status and Evaluation

Custodial personnel will be employed on a year-to-year basis by the board of education on the recommendations of the building principal and superintendent of schools.

Each year the building principal will evaluate each custodial employee in accordance with the performance evaluation instrument.



## Orientation

All new classified employees shall receive an orientation as designed by the superintendent.

## Supervision

Custodial personnel will be directly responsible to the building principal and will promptly and consistently carry out directives

## Use of Tobacco

The use of tobacco products in any form is prohibited in any school building, or property owned, leased, or rented by the district. No employee shall use tobacco products during the workday or when accompanying or sponsoring students away from the school or school grounds.

## Telephone Use

District telephones are for school business. Use of phones for personal business should be avoided except in case of an emergency. Use of phones for social calls is not permitted.

## Cellular Telephones in School

Employees shall not use a cellular phone/paging device during the regular school day, unless the employee has been assigned a device by the administration for job-related use, or the employee is serving as an active member of a volunteer firefighting organization or a volunteer emergency medical service organization. Cellular phone use to deal with personal matters is discouraged.

## E-Mail Messages

Employees shall have no expectation of privacy when using district e-mail or other official communication systems. E-mail messages shall be used only to conduct approved and official district business. All employees must use appropriate language in all messages. Employees are expected to conduct themselves in a professional manner and to use the system according to these guidelines published by the administration.

Any e-mail or computer application or information in district computers or computer systems is subject to monitoring by the administration. The district retains the right to duplicate any information in the system or on any hard drive. Employees who violate district computer policies are subject to disciplinary action up to and including termination.

## Employee Technology Use

USD 307 may provide access to district information retrieval systems for students and employees. Information retrieval systems is a phrase which includes all existing

technologies related to computers, e-mail and the Internet as well as services or equipment to be developed in the future.

Access and use of district information retrieval systems is a privilege, not a right and inappropriate use may result in the cancellation of the privilege and/or disciplinary action.

Employees shall have no expectation of privacy when using district e-mail, Internet or other district information retrieval systems. Use of district information retrieval systems is subject to monitoring and review or access of stored records or messages.

Employees will be expected to sign and abide by the Employee Technology Use form. This form will be filed with the building principal.

### **Prohibited Conduct**

1. To access, upload, download or distribute pornographic, obscene or sexually explicit material;
2. To transmit obscene, abusive, insulting, harassing, sexually explicit, or threatening language;
3. To use another's password or allow the use of one's own password (the district technology facilitator shall be exempt from this provision);
4. To intentionally introduce malicious code or viruses into any computer resource;
5. To use the district network for personal commercial purposes, including but not limited to Internet gambling, solicitation or advertising;
6. To knowingly violate any local, state or federal statute;
7. To disseminate personally identifiable student records or information when such records are protected by law, including KSA 6214, the Family Educational Rights and Privacy Act and the Individuals with Disabilities Education Act;
8. To vandalize, damage or disable the property of another individual or organization;
9. To install, copy or remove software on district-owned computers without prior authorization;
10. To access another individual's or organization's materials, information or files without permission;
11. To violate copyright or otherwise use the intellectual property of another without permission; and
12. To intentionally disclose, modify or destroy information contained on the file servers without prior authorization.

### **Staff Development**

Each employee shall attend all meetings called by the superintendent or building principal. Employees who are requested by the superintendent or building principal to attend classes, workshops, etc. will have fees and/or tuition paid by the board of education. Time paid for attending meetings and workshops outside of the regular contract day will be attendance time.

## **RECORDS**

### Employee Personnel Files Kept by the District

Personnel files kept by the district concerning district employees shall be under the custodianship of the school district office. An employee has the right to inspect his file upon proper notice.

Requests for release of any personnel record by a third party shall be made in writing and submitted to the appropriate supervisor or record custodian for disposition as required by law.

All records and files, including personnel records and files, maintained by the district should be screened annually by the custodian of said records to discard obsolete materials.

### Payroll Records

Each classified employee must have the following records/forms on file with the district office before the first day of employment:

- ◆ Employment application;
- ◆ KPERS enrollment form (if eligible);
- ◆ W-4 withholding certificate;
- ◆ K-4 withholding certificate;
- ◆ I-9 form (proof of identity);
- ◆ Social security number;
- ◆ Loyalty oath or affirmation;
- ◆ Health form (if applicable); and
- ◆ Driver's license (if applicable)

### Employee Information Changes

All address/name or other personal information changes must be made with the district office before the end of the pay period in which the changes took place. It is the responsibility of the employee to notify their employer of any changes.

## **HEALTH**

### ADA Accessibility

The EII-Saline School District recognizes that becoming compliant with the Americans with Disabilities Act is an ongoing effort. Accessibility has been provided in each building in the areas of restrooms and entrances/exits.

## Asbestos Notice

In accordance with Federal Regulations as put forth in AHERA, USD 307 has filed a management plan with the State of Kansas on or before October 12, 1988. This report contains information about the location of all asbestos containing materials located within the buildings of the district. There were only a few areas of the building that contained any highly friable asbestos. By school, those areas are: ELL-SALINE ELEMENTARY SCHOOL -- Pipe insulation elbows in custodial room and pipe chase. ELL-SALINE MIDDLE/HIGH SCHOOL -- no highly friable asbestos.

Non-friable asbestos containing materials have been identified in both buildings. All entrances to areas where friable asbestos is identified, as well as specific spot notices for workers will be marked. All suspected asbestos containing materials are monitored on a regular basis and should they become hazardous, will be properly removed. Inspections occur as per the requirements of the regulations.

As long as the asbestos is monitored properly and is not disturbed unless by properly trained personnel, there is no safety risk. A copy of all inspection reports and results is on file in each building as well as the central office. This information is available to all interested parties within a reasonable amount of time after a request. If you should have any questions about asbestos in our district, please do not hesitate to call the superintendent of schools.

## Radon Tests

The Ell-Saline School District has conducted radon tests in both buildings. The results of the tests were negative, and testing will be continued as recommended.

## Physical Examinations

All individuals upon initial employment by Unified School District #307 shall submit verification that they are in compliance with K.S.A. 72-5213 which states "Every board of education shall require all persons, whether employees of the school district or under the supervision thereof, who come in regular contact with the pupils of the school district, to submit a certification of health signed by a person licensed to practice medicine and surgery under the laws of any state on a form prescribed by the secretary of health and environment. The certification shall include a statement that there is no evidence of physical condition that 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."

Additionally, if the board of education has reason to believe that the employee may be suffering from a disease detrimental to the health of the students, a new examination may be required. All employees may be required to complete a Physical Capacity Profile (PCP).

## **SAFETY AND SECURITY**

### Securing Work Area

Those employees entering the building or leaving after the building has been properly closed are responsible to see that the building has been fully locked at their leaving.

# **JOB DESCRIPTION**

## **DISTRICT MAINTENANCE DIRECTOR**

**JOB GOAL:** To provide students with a safe, attractive, comfortable, clean, and efficient place in which to learn, play, and develop.

### **PERFORMANCE RESPONSIBILITIES:**

#### **Planning/Supervision**

- 1. Meets with the principal once a week to determine needs in addition to those listed below.**
- 2. Supervise and organize building custodians to meet the custodial needs of the district.**
- 3. Reports major repairs needed promptly to the principal.**
- 4. Remains on the school premises during school hours, and during non-school hours when use of the building has been authorized and when attendance is required by the principal.**
- 5. Directs other personnel when assistance is needed in maintenance program.**
- 6. Coordinates vacation schedules for departmental personnel.**
- 7. Performs other duties in the school/district as assigned by the principal.**
- 8. Prepares and submits to the principal a priority list of summer maintenance projects by May 15 of each year.**

#### **Maintenance**

- 1. Is responsible for maintaining and setting up a schedule for lubrication, filters, belts, motors for air conditioners, compressors, heating units, and lawn-care equipment.**
- 2. Maintains on a regular schedule all motors and other mechanical equipment requiring scheduled servicing.**
- 3. Conducts an ongoing program of general maintenance, upkeep, and repair.**
- 4. Organizes and implements a program of preventive maintenance.**
- 5. Makes minor building repairs.**
- 6. Makes or arranges for major building repairs with outside contractors in cooperation with administration.**
- 7. Is responsible for electrical, plumbing, and general maintenance jobs as needed.**
- 8. Conducts periodic inspections and tests of all electrical installations in the school to insure their safe condition.**
- 9. Inspects minor repair, improvement and renovation work performed by outside contractors and verifies that the work has been satisfactorily completed before recommending payment.**
- 10. Makes recommendations regarding optimal timing of replacements of equipment assigned to the department.**
- 11. Oversees the maintenance of boiler equipment all heating/cooling equipment and implements the firing operation in order to provide the**

necessary heat and hot water according to season, temperature, and demand.

12. Prepares an annual maintenance report for the principal regarding the condition of district mechanical equipment.

#### Housekeeping

1. Supervises building custodians to insure the district custodial needs are being met.
2. Arranges for substitute custodians in coordination with the district office.
3. Substitutes for building custodians as needed.

#### Lawn-Care/Grounds

1. Keeps building and premises, including sidewalks, driveways, and play areas neat and clean at all times.
2. Performs such yard keeping chores as grass cutting, tree trimming, and the like, as necessary, to maintain the school grounds in a safe and attractive condition.
3. Keeps the grounds free from rubbish.
4. Removes snow and ice from walks, driveways, parking areas, and steps, as appropriate.
5. Prepares playing fields, grounds, and other necessary facilities for athletics and other school activities.
6. Inspects or arranges for formal inspection of playgrounds and the exterior of the building, including all buildings on district ground.

#### Safety/Security

1. Checks daily to insure that all exit doors are open and all panic bars are working properly during the hours of building occupancy.
2. Reviews on a regular basis all security precautions and procedures and recommends additions, changes, or reductions as appropriate.
3. Complies with safety laws and procedures for the storage and disposal of trash, rubbish, and waste.
4. Ensures that standards are consistent with all applicable laws regarding safety, fire prevention, and warning systems.
5. Reports immediately to the principal any damage to school property.
6. Assumes responsibility for the opening and closing of the building each school day and for determining, before leaving, that all doors and windows are secured, and all lights, except those left on for safety reasons, are turned off.

#### Records/Inventories

1. Makes recommendations to the building principal for purchase of necessary maintenance equipment and custodial supplies.
2. Keeps an inventory of all supplies and equipment and requisitions needed replacements through the principal far enough in advance to avoid disruption of performance of duties.
3. Maintains appropriate records as are necessary.

## **CUSTODIAN**

**JOB GOAL:** To provide students with a safe, attractive, comfortable, clean, and efficient place in which to learn, play, and develop.

### **PERFORMANCE RESPONSIBILITIES:**

1. Participates in general cleaning and maintenance of the school building(s).
2. Cleans and does maintenance of plant equipment.
3. Maintains school grounds and associated equipment.
4. Assumes responsibility for the general security of the building(s).
5. Participates in necessary painting and general repairs in the areas of plumbing, carpentry, mechanical and electrical.
6. Responsible to see that all equipment, buildings and grounds meet safety standards.
7. Regulates heat, ventilation and air conditioning systems to provide temperatures appropriate to the season and to ensure economical usage of fuel, water and electricity.
8. Keeps information confidential concerning school records and school operations as it pertains to pupils, parents, and school personnel.

### **PHYSICAL REQUIREMENTS FOR BUILDING OPERATOR AND CUSTODIAN POSITIONS:**

1	2	3	4	5	6	7	8	9	10	
:	:	:	X	:	:	X	:	X	X	:

#### **Explanation:**

1. Very rarely requires physical exertion beyond walking.
2. Very rarely requires physical exertion beyond walking or climbing stairs.
3. Requires prolonged (over 50% of time) standing and walking.
4. Requires prolonged (over 75% of time) standing and walking.
5. Occasionally requires physical exertion to manually move, lift carry, pull, or push heavy\* objects or materials.
6. Frequently (over 20% of the time), requires physical exertion to manually move, lift, carry, or push heavy\* objects or materials.
7. Frequently, (over 33% of the time), requires physical exertion to manually move, lift, carry, or push heavy\* objects or materials.
8. Over 50% of the time requires physical exertion to manually move, lift, carry, or push heavy\* objects or materials.
9. In addition to Items 5,6,7,8, occasionally requires physical exertion to manually move, lift, carry or push heavy objects weighing in excess of 50 lbs.
10. Driving skills and physical ability required to drive vehicle.

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\* "heavy" means not over 50 pounds



**ABSENCE REPORT**

Employee Name \_\_\_\_\_

Date Submitted \_\_\_\_\_

Temporary Leave

Vacation

Without Pay

Jury Duty

Professional Leave

Other (specify) \_\_\_\_\_

Date(s) of absence(s) \_\_\_\_\_

Remarks \_\_\_\_\_

Approved/Disapproved \_\_\_\_\_ Date \_\_\_\_\_  
Principal/Supervisor

Approved/Disapproved \_\_\_\_\_ Date \_\_\_\_\_  
Superintendent

Name of Substitute (if needed) \_\_\_\_\_

White – District Office

Canary – Principal

Pink – Employee

USD 307  
6/06