

Certified Employee Handbook

REVISED 8/2017



Mission

Individual communities united by faith, family, and shared moral values.

Renwick Unified School District will educate and prepare all students to become productive members within the changing world with:

- Engaging and relevant programs
- Exceptional staff
- A safe environment
- High quality facilities

Welcome to Renwick USD 267

This handbook provides answers to most of the questions you may have about Renwick USD 267's benefit programs, as well as the company policies and procedures we abide by – our responsibilities to you and your responsibilities to Renwick USD 267. If anything is unclear, please discuss the matter with your supervisor. You are responsible for reading and understanding the Employee Handbook, and your performance evaluations will reflect your adherence to Renwick USD 267 policies. In addition to clarifying responsibilities, we hope this Employee Handbook also gives you an indication of Renwick USD 267's interest in the welfare of all who work here.

From time to time, the information included in our Employee Handbook may change. Every effort will be made to keep you informed through suitable lines of communication, including postings on the district web site, school bulletin boards and/or notices sent directly to you. The handbook posted on the district web site shall be considered the most current version.

Compensation and personal satisfaction gained from doing a job well are only some of the reasons most people work. Most likely, many other factors count among your reasons for working – pleasant relationships and working conditions, career development and promotion opportunities, and health benefits are just a few. Renwick USD 267 is committed to doing its part to assure you of a satisfying work experience.

No one will be denied opportunities or benefits on the basis of age, sex, color, race, creed, national origin, religious persuasion, marital status, or disability that does not prohibit performance of essential job functions; nor will anyone receive special treatment for those reasons.

Notice

The policies in this handbook are to be considered as guidelines for certified employees only. This handbook and its contents are not, and should not, be construed to constitute a contract between the covered certified employees and the Renwick Board of Education. Renwick USD 267, at its option, may change, delete, suspend or discontinue any part or parts of the policies in this handbook at any time without prior notice. Any such action shall apply to existing as well as future employees. Employees may not accrue eligibility for monetary benefits that they have not earned through actual time spent at work. Employees shall not accrue eligibility for any benefits, rights, or privileges beyond the last day worked. No one other than the Board of Education of Renwick USD 267 may alter or modify any of the policies in the handbook. No statement or promise, verbal or written, by a supervisor or department head may be interpreted as a change in policy nor will it constitute an agreement or commitment with an employee.

Should any provision in this employee handbook be found to be unenforceable and invalid, such finding does not invalidate the entire employee handbook, but only the subject provision.

This handbook will be adopted annually.

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Personnel Administration

The task of handling personnel records and the related personnel administration functions at Renwick USD 267 has been assigned to the business office in the District Office (D/O). Questions regarding insurance, wages, and interpretation of policies may be directed to the business office.

Your Personnel File

Keeping your personnel file up-to-date can be important to you with regard to pay, deductions, benefits and other matters. If you have a change in any of the following items, **please be sure to notify your supervisor and the business office** as soon as possible:

1. Legal name
2. Home address
3. Home telephone number
4. Cell phone number
5. Person to call in case of emergency
6. Number of dependents
7. Marital status
8. Change of beneficiary
9. Driving record or status of driver's license, if you operate any Renwick vehicles
10. Exemptions on your W-4 (federal) and K-4 (state) tax form
11. Email address
12. Change in bank information for direct deposit

Coverage or benefits that you and your family may receive under Renwick USD 267's benefits package could be negatively affected if the information in your personnel file is incorrect. The district shall not be responsible for such negative effect if and when you fail to maintain accurate up-to-date personal information in your personnel file.

Since Renwick USD 267 refers to your personnel file when we need to make decisions in connection with promotions, transfers, layoffs and recalls, it's to your benefit to be sure your personnel file includes information about completion of educational or training courses, outside civic activities, and areas of interest and skills that may not be part of your current position here.

You may view and/or obtain a copy of the information in your personnel file by contacting the business office.

Employment Classifications

Superintendent of Schools

The Superintendent of Schools is the chief administrative officer of the school system and as such is directly responsible to the Board of Education for the administration of its policies, rules and regulations. This is a certified contract position.

Assistant Superintendent/Curriculum Director

The Assistant Superintendent is appointed by the Board of Education upon recommendation of the superintendent. This position is directly responsible to the superintendent. This is a certified contract position.

Director of Finance

The Director of Finance is appointed by the Board of Education upon recommendation of the superintendent. This position is directly responsible to the superintendent. Certification is not necessary. This is a contract position.

Transportation Director

The Transportation Director is appointed by the Board of Education upon recommendation of the superintendent. This position is directly responsible to the superintendent. Certification is not necessary. This is an administrative “at will” position.

Food Service Director

The Food Service Director is appointed by the Board of Education upon recommendation of the superintendent. This position is directly responsible to the superintendent. Certification is not necessary. This is an administrative “at will” position.

Facilities Director

The Facilities Director is appointed by the Board of Education upon recommendation of the superintendent. This position is directly responsible to the superintendent. Certification is not necessary. This is an administrative “at will” position.

Technology Director

The Technology Director is appointed by the Board of Education upon recommendation of the superintendent. This position is directly responsible to the superintendent. Certification is not necessary. This is an administrative “at will” position.

Building Principal

Building principals are appointed by the Board of Education upon recommendation of the superintendent. A building principal must hold a masters degree qualifying them for an administrator's certificate from a college or university of approved standing. This position is directly responsible to the superintendent. This is a certified contract position.

Assistant Principal

An assistant principal is appointed by the Board of Education upon recommendation of the superintendent. An assistant principal must hold a master's degree from a college or university of approved standing and have approved and successful experience in their chosen field and hold a valid administrative license from Kansas. This position is directly responsible to the principal. This is a certified contract position.

Athletic Director

An athletic director is appointed by the Board of Education on the recommendation of the superintendent to supervise athletic activities at the high school and middle school levels. No specific license is required, and can be combined with other roles (e.g. assistant principal, teacher) through either an administrative or supplemental contract. This position is directly responsible to the principal.

Certified Personnel (Teachers, Counselors)

Certified personnel are appointed by the Board of Education on the recommendation of the superintendent. Certified personnel are employees who are required to hold a license issued by the Kansas State Department of Education. This position is directly responsible to the principal. This is a contract position.

Classified Personnel

Classified personnel are appointed by the Board of Education on the recommendation of the superintendent. Classified personnel are employees not required to hold a certificate issued by the Kansas State Department of Education. This classification could include secretaries, bus drivers, custodians, paraprofessionals, nurses, cooks, maintenance and grounds personnel and others. This position is directly responsible to the principal or administrative personnel. This is an "at will" position.

Classified Personnel Definitions

Full-time Classified Employees – All classified employees scheduled to work 30 to 40 hours per week on a regular basis are termed full-time employees. Please note that there are full-time positions scheduled for only 9 or 10 ½ months of the

year. These positions have different benefit levels than do year-round (i.e. 12 month) jobs. See additional information in the “Leaves” section of the handbook.

Part-time Classified Employees – All classified employees scheduled to work less than 30 hours per week on a regular basis are termed part-time employees.

12 Month Classified Employees – can be either full-time or part-time staff whose normal schedule is for 12 months a year. Typical examples include custodians and District Office staff.

10 ½ Month Classified Employees – can be either full-time or part-time staff whose normal schedule is six (6) weeks longer than the normal school year (split before and after the school year). An example would be the building secretaries.

9 Month Classified Employees – can be either full-time or part-time staff that typically work only when school is in session. Examples include cooks, bus drivers, para professionals, etc.

Seasonal Classified Personnel

All classified employees that are scheduled any number of hours per week, for a few days, weeks or months, such as the summer, are termed seasonal classified and are not eligible for the district’s leave and insurance benefits other than as provided by law. These are temporary positions that must be applied for each year.

A seasonal position cannot be combined with a 9 or 10 month position in order to receive the benefits available to a 12 month employee. For instance a cook also working with the summer paint crew is not considered a 12 month employee as a result of the temporary position. Wages for seasonal jobs may be different from your regular role, based on the classified pay schedule.

Employment Policies

Anniversary Date

For all non-administrative certified employees hired at the beginning of the school year the anniversary date is August 31st of that year. For all non-administrative certified employees hired during the school year the anniversary date is the first day you report to work.

“At Will” Employment

All classified employees and non-contractual administrative positions with Renwick USD 267 are “**at will**”. This means your employment can be terminated with or without cause, and with or without notice, at any time, at the option of either Renwick USD 267 or yourself, except as otherwise provided by law.

Background Checks

Renwick USD 267 reserves the right to perform background checks on all new hires. The employee is required to sign a waiver prior to the background check being performed. Failure to sign the waiver could result in rescission of the District’s offer as could an unsatisfactory background review.

Bonding Requirement

Under certain circumstances, Renwick USD 267 may require that you be bonded. It is your responsibility to assure that you are bondable. Renwick USD 267 will pay the cost of bonding. Should you fail to maintain these qualifications, you will be subject to transfer to another position, if available, or dismissal.

Confidential Information

Our patrons entrust Renwick USD 267 with important information. The nature of this relationship requires maintenance of confidentiality. In safeguarding the information received, Renwick USD 267 earns the respect and further trust of our patrons.

Your employment with Renwick USD 267 assumes an obligation to maintain confidentiality, even after you leave our employ.

Any violation of confidentiality seriously injures Renwick USD 267’s reputation and effectiveness. Even casual remarks can be misinterpreted and repeated, so develop the personal discipline necessary to maintain confidentiality.

Information learned at school should be handled in a confidential manner and be discussed only with the appropriate school personnel. Violations of this rule, which

violate the privacy rights of specific individuals, could result in disciplinary action being taken against the employee, including termination.

Conflict of Interest

District employees are prohibited from engaging in any activity that may be a conflict of interest and/or detracts from the effective performance of their duties. No employee will attempt, during the school day or on school property, to sell or endeavor to influence any student or school employee to buy any product, article, instrument, service or other items which would directly or indirectly benefit the school employee. This includes emails whether originated or forwarded by the employee. No school employee will enter into a contract for financial gain with the district other than a contract for employment unless the contract is awarded on the basis of competitive bidding. If an employee is unsure whether an activity constitutes a conflict of interest he or she should discuss the situation with their supervisor or building administrator.

Any district employee shall report alleged violations of the conflict of interest policy to the superintendent. The superintendent shall make an initial investigation to determine whether the policy has been violated. Upon evidence of a violation, the superintendent shall report to the board for a board determination. If a district employee has been found to have violated the conflict of interest policy, the board may warn the employee, in writing, to cease and desist from all such activities, suspend, or possibly dismiss.

Dismissal

A two week notice is anticipated upon notice of resignation or release by the district. Notice should not be anticipated for involuntary dismissal for lack of performance or misconduct.

Driver's License & Driving Record

Employees whose work requires operation of a motor vehicle must present and maintain a valid driver's license and a driving record acceptable to our insurer. You will be asked to submit a copy of your driving record to Renwick USD 267 each year. Any changes in your driving record must be reported to the business office immediately. Failure to do so may result in disciplinary action, up to and including dismissal.

Equal Employment Opportunity

Renwick USD 267 will provide equal employment opportunity without regard to race, sex, age, disability, religion, national origin, marital status, or status as a veteran.

The policy applies to all areas of employment, including recruitment, hiring, training and development, promotion, transfer, termination, layoff, compensation benefits, and all

other conditions and privileges of employment in accordance with applicable federal, state, and local laws.

It is the policy of Renwick USD 267 to comply with all the relevant and applicable provisions of the Americans with Disabilities Act (ADA). Renwick USD 267 will not discriminate against any qualified employee or job applicant with respect to any terms, privileges, or conditions of employment because of a person's physical or mental disability. Renwick USD 267 also will make reasonable accommodation wherever possible and necessary for all employees or applicants with disabilities, provided that the individual is otherwise qualified to safely perform the duties essential and assignments connected with the job and provided that any accommodations made do not require significant difficulty or expense.

Equal employment opportunity notices are posted on appropriate employee bulletin boards as required by law. The notices summarize the rights of employees to equal opportunity in employment and lists the names and addresses of the various government agencies that may be contacted in the event that any person believes he or she has been discriminated against.

Management is primarily responsible for seeing that Renwick USD 267's equal employment opportunity policies are implemented, but all members of the staff share in the responsibility for assuring that by their personal actions the policies are effective and apply uniformly to everyone.

Any employees, including supervisors, involved in discriminatory practices will be subject to discipline, up to and including dismissal.

Discrimination against any individual on the basis of race, color, national origin, sex, disability, age, or religion in the admission or access to, or treatment or employment in, the district's programs and activities is prohibited. The Superintendent of Schools, 600 West Rush, P.O. Box 68, Andale, Kansas 67001 has been designated to coordinate compliance with nondiscrimination requirements contained in Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990.

Complaints of discrimination should be addressed to an employee's supervisor or to the compliance coordinator. Complaints against the superintendent should be addressed to the Board of Education.

Complaints of discrimination will be resolved using the district's discrimination complaint procedure, as outlined in Board Policy KN.

Hazing/Intimidation/Bullying/Menacing

Renwick USD 267 is committed to providing a positive and productive learning and working environment. Hazing, intimidation, menacing or bullying by students, staff or third parties is strictly prohibited and shall not be tolerated in the district.

Students whose behavior is found to be in violation of this policy will be subject to discipline, up to and including expulsion. Staff whose behavior is found to be in violation of this policy will be subject to discipline, up to and including dismissal. Third parties whose behavior is found to be in violation of this policy shall be subject to appropriate sanctions as determined and imposed by the superintendent or Board of Education.

Individuals may also be referred to law enforcement officials.

Health Examinations

All employees of Renwick USD 267 shall submit, at the employee's expense at the time of their employment, a Certificate of Health (TB skin test) on a form provided by the district and signed by a person licensed to practice medicine and surgery under the laws of any state. If at any time there is a reasonable cause to believe that any employee of the district is suffering from an illness detrimental to the health of the students of the district, the board may require the employee to file a new certificate of health.

The board may require any staff member to take a physical examination to verify fitness to fulfill their work assignment or in case of frequent or prolonged questionable absences. If it is determined the employee cannot complete his/her duties, the board reserves the right to require the employee to step down from his/her position, in accordance with the contract laws of the State of Kansas. Any required physical examination will be paid by the board, who will select a doctor of its choice.

Job Descriptions

Renwick USD 267 maintains a job description for each position. The job description will be updated when duties or responsibilities are significantly changed. A job description can be obtained from the employee's supervisor or the business office.

Keys/Fobs/ID Badges

Building principals will be responsible for issuing door keys/fobs/ID badges and maintaining an accurate up-to-date list in the school office of all people who have been issued keys/fobs/ID badges. Building principals are responsible for retrieving all keys/fobs/ID badges provided to any employee under their authority when the employee is no longer employed by the district or is assigned to another building.

Staff members shall not loan keys/fobs/ID badges to students or other people. A complete inventory of all keys/fobs/ID badges shall be made at least once each year. Any loss of keys/fobs/ID badges shall be reported immediately to the principal so that measures may be taken to protect district property.

Loyalty Oath

As required by current law, all employees must have a signed loyalty oath on file in the district office before beginning employment.

Nepotism

The board discourages the employment of anyone who is the father, mother, brother, sister, spouse, son, daughter, son-in-law, daughter-in-law of any member of the board or certified employee (See Board Policy GAGA).

This provision shall not apply to any person who has been regularly employed by the board prior to the adoption of this policy or to any person who has been regularly employed by the board prior to the election or appointment of a new board member to whom the person is related.

The superintendent shall make reasonable efforts to determine whether a candidate for employment in the district is related to a board member or an employee. If a candidate is related, the superintendent will make this fact known to the board.

Outside Employment

What you do on your free time is your own business. However, if you are employed by Renwick USD 267 in a full-time position, Renwick USD 267 will expect that your position here is your primary employment. Any outside activity must not interfere with your ability to properly perform your job duties at Renwick USD 267. If you are thinking of taking on a second job, it would be wise to notify your supervisor immediately. He or she will thoroughly discuss this opportunity with you to make sure that it will not interfere with your job at Renwick USD 267 nor pose a conflict of interest.

Proof of U.S. Citizenship and/or Right to Work

Federal regulations require that 1) before becoming employed, all applicants must complete and sign Federal Form I-9, Employment Eligibility Verification Form; and 2) all applicants who are hired need to present documents of identity and eligibility to work in the U. S.

Renwick USD 267 shall maintain a file on all of the district's employees hired after November 6, 1986, proving that each employee has verified their identity, employment status, U. S. citizenship, or legal alien status. An Authorized Representative for Renwick USD 267 must review and verify the Employee's documents. Acceptable documents that establish both identity and Employment Authorization can include but are not limited to one of the following: US Passport or US Passport Card, Permanent Resident Card, Foreign Passport that contains a temporary I-551 Stamp, etc.

Additional documents that can be presented can include but are not limited to two of the following (one from each list):

List 1: Driver's License or ID Card issued by a State, ID Card issued by Federal, State or Local Government Agencies, School ID Card with photograph, Voters Registration Card, etc.

List 2: Social Security Account Number Card, Certification of Birth Abroad (Form FS-545), Certification of Report of Birth (Form DS-1350), Original or Certified Copy of Birth Certificate, etc.

Security Checks

Renwick USD 267 may exercise its right to inspect all packages and parcels entering and leaving our premises.

Sexual Harassment

Sexual harassment will not be tolerated in the school district. Sexual harassment of employees or students of the district by board members, administrators, certificated and support personnel, students, vendors, and any others having business or other contact with the school district is strictly prohibited.

Sexual harassment shall include, but not be limited to telling of sexually suggestive jokes and stories, display of sexually suggestive objects or pictures, unwelcome sexual advances, unwelcome touching, requests for sexual favors, and other verbal or physical conduct of a sexual nature when: (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

No district employee shall sexually harass, be sexually harassed, or fail to investigate or refer a complaint of sexual harassment for investigation. Complaints of sexual harassment by employees will be promptly investigated and resolved. Initiation of a complaint of sexual harassment will not adversely affect the job security or status of an employee, nor will it affect his or her compensation or work assignment. Violation of this policy shall result in disciplinary action, which may include but not be limited to verbal warnings, letters of reprimand, mandatory harassment training, transfers, suspension with or without pay, and dismissal.

Employees who believe that they have been subjected to sexual harassment should discuss the problem with their immediate supervisor. If an employee's immediate supervisor is the alleged harasser, the employee should discuss the problem with the building principal and/or the superintendent.

Employees who do not believe that the matter is appropriately resolved through this meeting may file a written complaint under the district's discrimination complaint procedure (Board Policy KN). Confidentiality shall be maintained throughout the complaint procedure.

Student Privacy Rights

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, for example, driver record and vehicle registration information, confidential student records, criminal history background check information, information obtained pursuant to Social and Rehabilitation Services (SRS) intervention, social security number information, and professional misconduct background checks.

Employees are prohibited from divulging information contained in the student records and files of the district, except to other, authorized employers who may need such information for an educational purpose in connection with their duties and to authorize persons or agencies only in accordance with law, district policies, and administrative rules.

If an employee is approached to provide information inappropriately, the employee must refuse to release the requested information unless authorized by his/her supervisor or otherwise be required to release the information under law or court order. In all cases, the employee's supervisor shall immediately be informed of any requests.

Any employee who inappropriately releases information, or uses confidential information obtained in the course of his/her employment with the district will be disciplined in accordance with board policies, the negotiated agreement, and district procedures. Disciplinary action may include penalties, up to, and including dismissal.

Wage & Salary Policies

All Renwick USD 267 employees' wages will be paid through the district's payroll system and appropriate payroll taxes will be withheld. No employee may be paid directly out of petty cash or any other such fund for work performed. The only exception to this policy is where a contract relationship exists with a bona fide contractor.

Deductions from Paycheck (Mandatory)

Renwick USD 267 is required by law to make certain deductions from your paycheck each time one is prepared. Among these are your federal, state and local income taxes and your contribution to social security as required by law. These deductions will be itemized on your check stub. The amount of the deductions may depend on your earnings and on the information you furnish on your W-4 (Federal) and K-4 (State) form regarding the number of dependents/exemptions you claim. Any change in name, address, telephone number, marital status or number of exemptions must be reported to the business office immediately, to ensure proper credit for tax purposes. The W-2 form you receive each year indicates precisely how much of your earnings were deducted for these purposes.

Any other mandatory deductions to be made from your paycheck, such as court-ordered attachments, will be explained whenever Renwick USD 267 is ordered to make such deductions.

Note: See "Wage Assignments (Garnishments)" later on in this section for further information.

Overtime Pay

Recognizing that extra work may be required from time to time and that a definite policy will permit proper administration and control, the following guidelines shall govern authorized overtime:

- A. Emergency maintenance where safety and/or protection of facilities is necessary.
- B. Repairs to grounds and improvement thereon where safety and protection is advisable.
- C. Removal of snow and ice to the extent of reducing hazardous conditions.
- D. Additional custodial service, resulting from reduced work force when caused by excessive illness and/or unfilled positions.
- E. Extra activity services occurring on non-working days that are school sponsored, including athletic events, student activities and programs.

Each instance of overtime shall have prior approval by the employee's supervisor and be reported on the regular payroll time card/electronic timekeeping. Unauthorized or non-approved work in excess of the normal workweek will be brought to the attention of your supervisor and may result in disciplinary action.

If you perform overtime work, you will be paid one and one-half (1½) times your regular hourly wage for any time over forty (40) hours per week that you work. If, during that week, you were away from the job because of a job-related injury, paid holiday, jury duty, vacation taken in single-day increments, or paid sick time, those hours not worked will not be counted as hours worked for the purpose of computing eligibility for overtime pay. You must physically work 40 hours in one week to qualify for overtime pay.

Pay Period

Cut-off Date 1st Friday of every month (unless designated by the district office)

Cards to D/O Monday following 1st Friday

Pay Date 20th of every month, unless the 20th falls on a Saturday, Sunday or holiday, the pay date will be on the Friday before.

The cut-off date of the 1st Friday of every month is for all payroll information, including all time cards, leave cards, extra duty and activity pay, teacher for teacher and substitute cards, drivers ed., and any other payroll related information. Supervisors are responsible for turning in the above information and approving the electronic timekeeping by the following Monday.

Any information received late in the district office will not be paid until the following month's payroll.

Direct Deposit

Renwick USD 267 requires that all employees utilize direct deposit for payroll purposes. Each employee will complete a form authorizing the district to deposit his/her net pay directly to the bank account of their choosing. Pay can be deposited into a checking or savings account and into more than one bank. Paystubs will be emailed on the day of payroll to either a work email address or an email account of the employee's choosing.

It is very important to notify the business office of any change in bank or account numbers prior to the 1st Friday of the month. Payroll will not process correctly if the employee fails to notify the business office that the account originally designated for direct deposit is closed.

Time Cards/Electronic Timekeeping/Records

By law, we are obligated to keep accurate records of the time worked by employees. This is done by paper time cards/electronic timekeeping. All paper time cards/electronic timekeeping must be approved by the supervisor.

Your paper time card/electronic timekeeping is the only way the payroll department knows how many hours you worked and how much to pay you. Your paper time

card/electronic timekeeping indicates when you arrived and when you departed. You are to report time in and out for lunch and for brief absences like a doctor's or dentist's appointment. All employees are required to keep the office advised of their departures from and returns to the premises during the workday by filling out a paper absentee card or electronic leave request.

You are responsible for your paper time card/electronic timekeeping. Remember to record your daily time. When using a paper time card daily time should be rounded up or down to the nearest quarter (.25) hour. Payment of employee wages will be based on actual hours worked. Bus drivers are guaranteed 2 hours per a.m., p.m. and mid-day routes (in the case of an early release due to inclement weather, teacher in-service etc.).

No one may record hours worked on another's card. Tampering with another's time card is cause for disciplinary action, including possible dismissal, of both employees. Do not alter another person's record, or influence anyone else to alter your record for you. In the event of an error in recording your time, please report the matter to your supervisor immediately.

Wage Assignments (Garnishments)

We hope you will manage your financial affairs so that we will not be obligated to execute any court-ordered wage assignment or garnishment against your wages. However, whenever court-ordered deductions are to be taken from your paycheck, you will be notified.

According to the Federal Wage Garnishment Act, three (3) or more garnishments may be cause for dismissal.

Performance Reviews

Performance Reviews

Certified employees contracted under the Professional Negotiated Agreement should refer to Article 6 from the Professional Negotiated Agreement.

Work Schedule

Absence or Lateness

From time to time, it may be necessary for you to be absent from work. Renwick USD 267 is aware that emergencies, illnesses, or pressing personal business that cannot be scheduled outside your work hours may arise. Sick days and discretionary days have been provided for this purpose.

If you are unable to report to work or if you will arrive late, please contact your supervisor immediately. Give him or her as much time as possible to arrange for someone else to cover your position until you arrive. If you know in advance that you will need to be absent, you are required to request this time off directly from your supervisor. He or she will determine when will be the most suitable time for you to be absent from your work. Failure to contact your supervisor may result in discipline, including suspension or dismissal.

When you call in to inform Renwick USD 267 of an unexpected absence or late arrival, ask for your supervisor directly. For late arrivals, please indicate when you expect to arrive for work. Notifying a fellow employee is not sufficient. If you are unable to call in yourself because of an illness, emergency or for some other reason, be sure to have someone call on your behalf. If your supervisor is not available when you call, you may leave the information with another supervisor.

Closure After Starting Time

If severe weather conditions exist and the superintendent (or designated representative) decides to close school for the remainder of the day, you will be notified as soon as possible by your supervisor.

Teacher attendance shall not be required whenever student attendance is not required due to inclement weather.

Excessive Absenteeism or Lateness

In general, a consistent pattern of absence will be considered excessive, and the reasons for the absences may come under question. Tardiness or leaving early is as detrimental to Renwick USD 267 as an absence. Be aware that excessive absenteeism, lateness or leaving early may lead to disciplinary action, including possible dismissal.

Leave Policy

Holidays

Renwick USD 267 observes the following holidays with the minimum number of days as designated: Labor Day, Thanksgiving break, winter break which includes Christmas Day and New Year's Day, spring break, and Memorial Day.

Bereavement Leave

Renwick USD 267 will allow up to five (5) days of non-chargeable leave (per occurrence) to the employee for the bereavement of immediate family. **Immediate family** is defined as the spouse, the children, son-in-law, daughter-in-law, father, father-in-law, mother, mother-in-law, brother, brother-in-law, sister, sister-in-law, aunt, uncle, niece, nephew, grandparents, grandchildren or step family members of the spouse and any other minor residing in the household.

Bereavement of a close friend or relative, other than immediate family, would be chargeable to sick leave and limited to two (2) days per occurrence.

Sick/Discretionary Leave

Sick Leave

Full time teachers contracted for a full year will be granted seven (7) days of sick leave on the first day the teacher reports to work for each contract year. The allowance of sick leave days will be prorated for any teacher who is employed less than a full contract year. Available sick days may be used for the teacher's own personal illness or disability, the illness or disability of the teacher's immediate family or the bereavement of a close friend or relative, other than defined under **Immediate Family**. *Limited to (2) days* Unused sick leave shall be accumulated to a maximum of ninety (90) days. The leave days accumulated to 90 days plus the current year leave allowance will be the maximum number of days available for use.

Discretionary Leave

Discretionary leave may be used at the employee's discretion. Each teacher shall have five (5) days personal leave per contract year. Any unused personal leave days will be added to the teacher's accumulated sick leave at the end of each contract year. Personal leave may not be used to extend a holiday or vacation period or during the first or last week of school without prior approval of the Superintendent. Personal leave may not be used for other employment or financial gain.

Unused Sick Leave

Unused sick leave shall be accumulated to a maximum of 720 hours. The leave hours accumulated to 720 plus the current year leave allowance will be the maximum number of hours available for use. Unused discretionary leave for a given year converts to sick leave for accumulation purposes.

Renwick USD 267 will reimburse the employee for each unused 8.0 hour day of sick leave that is attained above the maximum accumulation of 720 hours at a rate equal to 50% of the daily rate paid for substitute teachers, pursuant to the current Professional Agreement negotiated between the Renwick USD 267 Board of Education and the Renwick Education Association.

Jury Duty

Employees of the school district serving on a jury will be granted additional leave for the period of actual service on the jury. Employees will also be granted leave for responding to a summons as witness for appearing in any legal proceedings in connection with his/her employment when directed by the superintendent, or other matters in which the employee has no vested interest.

Unpaid Leaves of Absence

Reasons for Taking Leave

An employer must grant unpaid leave, without pay and benefits, to an eligible employee for one or more of the following reasons:

- ☆ for the care of the employee's child (birth, or placement for adoption or foster care);
- ☆ for the care of the employee's spouse, son or daughter, or parent, who has a serious health condition;
- ☆ for a serious health condition that makes the employee unable to perform their job;
- ☆ for other approved reasons; or
- ☆ for all approved absences in excess of the employee's accumulation of appropriate paid leave.

At the employee's or employer's option, certain kinds of paid leave may be substituted for unpaid leave.

Advance Notice

The employee is required to provide advance leave notice to the supervisor and gain written approval.

Intermittent or Reduced Leave

An employee may take intermittent leave or may work a reduced leave schedule to reduce the usual number of hours per day or workweek. Intermittent or reduced leave schedules are subject to employer approval unless medically necessary.

Insurance Premium Payment During Leaves of Absence

Other than for leave under the Family Medical Leave Act, you will be responsible for paying the total premiums for your coverage and that of your dependents while on leave. Failure to do so may result in loss of coverage or possible refusal by the insurance carrier to allow your coverage to be reinstated or you may be subject to preexisting condition exclusions from benefits.

Family Medical Leave Act

Basic Leave Entitlement

Family Medical Leave Act (FMLA) requires covered employers to provide up to 12 weeks of unpaid, job protected leave to eligible employees for the following reasons:

- for leave due to pregnancy, prenatal medical care or child birth;
- to care for the employees child after birth, or placement for adoption or foster care;
- to care for employee's spouse, son or daughter or parent, who has a serious health condition; or
- for a serious health condition that makes the employee unable to perform the employee's job.

Military Family Leave Entitlements

Eligible employees with a spouse, son, daughter or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy, or is in outpatient status or is on the temporary disability list.

Benefits and Protections

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Eligibility Requirements

Employees are eligible if they have worked for a covered employer at least one year; have worked at least 1,250 hours during the 12 months prior to the start of the FMLA leave; and worked at a location where at least 50 employees are employed by the employer within 75 miles.

Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may be also taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 day notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or

continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

Employer Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-Protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

- interfere with, restrain, or deny the exercise of any right provided under FMLA;
- discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for the involvement in any proceeding under or relating to FMLA.

Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

Notice of CHIPRA Policy

(Children's Health Insurance Program Reauthorization Act of 2009)

If you decline enrollment for yourself or your dependents (including your spouse) because of other health coverage, you may be able to enroll yourself and your dependents in this plan at a later date if you or your dependents lose eligibility for that other coverage (or if the employer stops contributing towards your or your dependents' other coverage). However, you must request enrollment within 30 or 63 days after your or your dependents' other coverage ends (or after the employer stops contributing toward the other coverage).

Effective April 1, 2009, if you or a dependent lose coverage under Medicaid or a state children's health insurance program (SCHIP), you may be eligible for coverage under this plan. However, you must request enrollment within 60 days after the coverage ends.

In addition, if you have a new dependent as a result of marriage, birth, adoption, or placement for adoption, you may be able to enroll yourself and your dependents. However, you must request enrollment within 30 days after the marriage, birth, adoption or placement for adoption.

HIPAA Notice

(Health Insurance Portability and Accountability Act.)

This notice is to advise you of your rights under the Health Insurance Portability and Accountability Act, in regards to Special Enrollment Rules. This provision allows for a special enrollment period for individuals who do not enroll in the medical and/or dental plans at the first opportunity and subsequently lose other sources of coverage.

Open Enrollments and Qualifying Events

If you elect not to enroll for yourself and your eligible dependents at your first opportunity to enroll, you will only be allowed to enroll during the open enrollment period or due to a qualifying event. If you have one of the follow qualifying events occur, you will have the opportunity to enroll during a special enrollment period. They are as follows:

- Loss of coverage due to COBRA being exhausted
- Losing eligibility due to legal separation or divorce, death of a spouse
- Termination of spouse's employment
- Reduction in spouse's work hours
- Termination of spouse's employer contributions towards coverage
- Date of marriage, birth of a child, adoption or placement for adoption

You must notify the human resources department within 31 days of a qualifying event to enroll after your initial eligibility date.

Pre-existing Conditions

Covered charges incurred under Medical Benefits for Pre-Existing Conditions are not payable unless incurred after the person has been covered under this plan for 90 days from the Date of Enrollment*.

Note: The length of a Pre-Existing Conditions Limitation may be reduced or eliminated if an eligible person has creditable coverage from another health plan unless there has been a lapse in coverage of 63 days or more.

An eligible person may request a certificate of creditable coverage from his or her prior plan. The employer will assist any eligible person in obtaining a certificate of creditable coverage from a prior plan. If after creditable coverage has been taken into account, a Pre-Existing Conditions Limitation will still be imposed, that individual will be so notified.

Pre-Existing Condition is a condition for which medical advice, diagnosis, care or treatment was recommended or received within 90 days of a person's Enrollment Date. For these purposes, Genetic Information is not a condition. Treatment includes receiving services and supplies, consultations, diagnostic tests, or prescribed

medicines. In order to be taken into account, the medical advice, diagnosis, care, or treatment must have been recommended by, or received from a Physician.

The Pre-Existing Condition does not apply to pregnancy, to a newborn child within 30 days of birth who is covered under creditable coverage, or to a child who is adopted or placed for adoption before attaining age of 18 and who, as of the last day of the 30-day period beginning on the date of the adoption or placement for adoption, is covered under creditable coverage.

The prohibition on exclusion for newborn, adopted, or pre-adopted children does not apply to an individual after the end of the first 63-day period during all of which the individual was not covered under any creditable coverage.

* Enrollment Date: For purposes of the pre-existing condition limitation provision, means the first day of the individual's company imposed waiting period.

COBRA

(Consolidated Omnibus Budget Reconciliation Act)

A temporary extension of health benefits may be available to you at group rates in certain instances where coverage under the plan would otherwise end. Please refer to your official COBRA notice provided by USD 267 Renwick for your rights and obligations under the continuation of coverage provisions of the law.

Qualifying Events

Covered individuals experiencing a qualifying event may continue coverage as outlined in the chart below. Your coverage will be billed direct from the insurance company. Both the health plan and the dental plan can be continued under COBRA.

Qualifying Event	Qualified Beneficiary	Number of Months
The employee terminates employment or hours are reduced.	Employee and all covered dependents.	18
The employee loses coverage because the employer files for Chapter 11 bankruptcy.	Employee and all covered dependents.	18
The employee becomes disabled (18 months plus 11-month extension allowed per law).	Employee and all covered dependents.	29
The employee becomes eligible for Medicare due to age while on COBRA coverage.	Qualified beneficiaries of the covered employee (dependents).	36 *
The employee's death.	Dependents of covered employee.	36 *
Divorce or legal separation.	Dependents of covered employee.	36 *
Dependent child no longer qualifies as a dependent (e.g., reaches the maximum dependent age, gets married, etc.).	Dependent child.	36 *

Note: 1. If the dependents experience a second qualifying event while they are covered under COBRA, the total eligibility period will be no more than 36 months.

2. A reduction in hours followed by termination of employment is one event. The termination is not a second qualifying event for the employee or the employee's beneficiaries.

Example: An employee with a wife and a child terminates employment and goes on COBRA. Four months after going on COBRA, the child becomes ineligible because of age. The child will be eligible for 32 months under the child's own identity for a total of 36 months of COBRA coverage.

Section 125 Flexible Benefit Plan

What is a Section 125 Flexible Benefit Plan?

It is a benefit plan, sometimes called a cafeteria plan, which allows you, the employee, to choose from a menu of benefits. The benefits that you choose are then paid for either through a salary reduction agreement with your employer or with employer provided funds. A salary reduction agreement means that you are able to use “pretax” dollars to pay for certain benefits that you may normally pay for with “after tax” dollars.

What benefits are available under the plan?

The plan gives you a selection of benefits from which to choose the coverage which most fit the needs of you and your family. These benefits are listed below:

- ☆ Individual, Employee/Spouse, Employee/Children & Family Medical Insurance (pretax)
- ☆ Individual, Employee/Spouse, Employee/Children & Family Vision Insurance (pretax)
- ☆ Individual, Employee/Spouse, Employee/Children & Family Dental Insurance (pretax)
- ☆ Dependent Care Flex Spending Account (pretax)
- ☆ Medical Reimbursement Account (pretax)
- ☆ 403(b) Contributions (pretax)

What are “Pretax” Dollars?

Federal Income Tax Purposes:

Gross Wages:

Less: Section 125 provisions
Less: 403(b) contributions
Less: Employee's share of KPERS
NET: TAXABLE INCOME – FEDERAL

State Income Tax Purposes:

Gross Wages:

Less: Section 125 provisions
Less: 403(b) contributions
NET: TAXABLE INCOME – STATE

Social Security Income Tax Purposes:

Gross Wages:

Less: Section 125 provisions

NET: TAXABLE INCOME – SOCIAL SECURITY

Gross Wages for KPERS:

All income is taxable (including Section 125 provisions).

What is the maximum dollar amount available for the purchase of benefits under the plan?

Each employee eligible to participate in the plan may authorize the employer to reduce his or her compensation by the amount needed for the purchase of the benefits elected by the employee. An election for salary reduction will be made on the benefit election website completed by the employee. The employee benefit website is available through the district website.

When do employees become eligible to participate in the Section 125 Plan?

All employees who meet the eligibility requirements will be eligible to participate in the Section 125 Plan. This, however, does not necessarily mean that you will be eligible for all benefits at the time you are eligible for participation in the Section 125 Plan. Some benefits may have eligibility requirements different from those of the plan. These requirements, if different from those described in this section, will be described in the Benefit Description section of this handbook.

All employees that work 20 hours or more each week are eligible for Section 125 Plan participation on the first day of the month following employment.

Are employees automatically covered under the plan?

No. You must enroll in the plan in order to participate. All eligible employees must electronically sign an election form for the plan participation even if they do not wish to purchase benefits under the plan.

When do eligible employees enroll in the plan?

Eligible employees must enroll during the open enrollment period prior to the beginning of the plan year, which is June 1st each year. All employees will be notified of the open enrollment period.

New employees, or employees becoming eligible for plan participation after June 1st, must enroll within 30 days from the date of employment. If an employee does not enroll during this period it will be necessary for the employee to wait until the next open

enrollment period prior to the next plan year to enroll in plan benefits unless there is a change in family status (see below).

May benefit elections be changed during the year?

An employee may not change their benefit election during the plan year, June 1st, through May 31st, unless that change is the result of one of the qualified events described below and the change is consistent with the reason that the change was permitted. All changes will be effective the first of the month following the qualifying event required to make the election change and will remain in effect for the remainder of the plan year. Notification must be received by the business office within 30 days of the qualifying event.

Circumstances under which election changes may be made:

1. Significant cost of coverage changes or health insurance coverage ceases or changes: if there is a significant change of premium or coverage for a health plan provided under this plan, an employee may revoke the current benefit election and elect to receive coverage under the alternative health insurance benefit available under the plan, if an alternative plan is available. In the case of a premium change and the absence of a new election by the employee, the employee's salary reduction contribution will automatically be increased or decreased in the amount of the premium change.
2. Certain changes in family status: An employee may revoke their current election and make a new election for the remainder of the plan year for a change in family status. Example of a family status change are:
 - ☆ the marriage, divorce or legal separation of the employee;
 - ☆ the death of the employee's spouse or a dependent;
 - ☆ the birth, adoption or legal separation of a child;
 - ☆ commencement or termination of the employee's or spouse's employment;
 - ☆ change of employment status of the employee or spouse, i.e. full-time to part-time or part-time to full-time; or
 - ☆ Unpaid leave of absence taken by the employee or spouse.

REMEMBER: All election changes must be consistent with the change in benefit or family status and must be necessary or appropriate as a result of the change in family status.

Other than the situations described above, benefit elections may be changed during the enrollment period just prior to the beginning of the next plan year.

In most instances, an employee is not automatically covered by the insurance benefits selected on the electronic election form. An application for insurance coverage must be completed.

How do eligible employees enroll in the plan?

Each employee eligible for plan participation must complete an electronic election form. Completion of this form is required whether or not an employee wishes to purchase benefits under the plan. This form must be completed by the beginning of the plan year, June 1st, or an employee's plan eligibility date.

It shall be the employee's responsibility to contact the company representative or agent to complete an application for coverage.

How Benefits can terminate

Benefits under the plan that are described in this handbook can terminate (unless the plan provides otherwise) if:

- ☆ your employment terminates;
- ☆ the policy terminates;
- ☆ the provider goes out of business;
- ☆ change in family status; or
- ☆ the employer amends or terminates the plan.

In any case of reduction of benefits by plan amendment or termination, you must understand that although the employer intends to continue these plans indefinitely, for business reasons it must reserve the right to change or discontinue the plan at any time. If the employer terminates any benefit or the plan for any reason and does not replace the coverage with comparable benefits, you will receive ample notice. You also will be told how to convert your group insurance to individual policies should any group coverage terminate or be terminated, whenever conversion privileges may apply.

Employee Rights under ERISA

As a participant in the Section 125 Flexible Benefit Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA), which provides that all plan participants shall be entitled to:

Examine, without charge, at the plan administrator's office or other specified locations, all plan documents including insurance contracts and copies of all documents filed by the plan with the U.S. Department of Labor, such as the detailed annual reports and plan descriptions.

Obtain copies of all plan documents and other plan information upon written request to the plan administrator. The administrator may make a reasonable charge for the copies.

Receive a summary of the plan's annual financial report. The plan may be required by law to furnish each participant with a copy of this summary annual report.

In addition to creating rights for plan participants, ERISA imposes obligations upon the people who are responsible for the operation of the employee benefit plan. The people who operate the plan, called “fiduciaries” of the plan, have a duty to do so prudently and in the interest of you and other plan participants and beneficiaries. No one, including your employer or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a benefit or exercising your rights under ERISA.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials from the plan administrator and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the plan administrator to provide the materials and pay you up to \$100 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator.

If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court. If it should happen that plan fiduciaries misuse the plan’s money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees (for example, if it finds that your claim is frivolous).

If you have any question about your plan, you should contact the plan administrator. If you have any questions about this statement or about your rights under ERISA, you should contact the nearest area office of the U.S. Labor-Management Service Administration, Department of Labor.

Retirement

Kansas Public Employees Retirement System (KPERS)

All district employees who are employed in a position covered by KPERS (630 hours or more per year and are not a seasonal employee) must become a member. A payroll deduction (as determined by KPERS) will be made monthly. Employees who leave school employment before completion of five (5) years of service will be reimbursed all contributions plus interest upon written application. Employees with five (5) years of service or more who leave school service may withdraw contributions plus interest or leave the contributions with KPERS and receive a retirement benefit when eligible.

The details regarding KPERS employee contributions, vesting, and retirement options are included in a separate booklet provided by KPERS which was given to you along with this handbook when you were hired.

Early Retirement Plan

Certified employees contracted under the Professional Negotiated Agreement should refer to Article 15 from the Professional Negotiated Agreement.

Voluntary 403(b) Retirement Plan

All employees may be eligible to participate in a 403(b) Retirement plan, as a salary reduction.

Upon employment, newly hired personnel will be given the opportunity to select from a number of funds provided through the ESSDACK 403(b) Consortium. Our local representative is Grant Lane with Ameritime, and the plan is administered by TPP, LLC.

New employees can sign up during open enrollment, or by January 1st, April 1st or June 1st if they are hired during the school year. Changes to the amount of salary contributed to the plan can be made through the Payroll Clerk at Central Office, changes to your investment mix or where future contributions will be invested can be made anytime online at the TPP website, www.yourfutureisdaily.com.

Information regarding the 403(b) plan, including investment options and strategies are available at District Office.

Government Required Coverage

Workers' Compensation

The Kansas Workers' Compensation Law is a no-fault insurance plan that is supervised by the state and one hundred percent (100%) paid for by Renwick USD 267. This law was designed to provide you with benefits for any injury that you might suffer in connection with your employment. Under the provisions of the law, if you are injured while at work, you may be eligible to apply for Workers' Compensation.

What is Workers' Compensation?

Workers compensation is a required insurance plan provided by the employer to pay employee benefits for job-related injuries, disability or death that arise out of and in the course of employment.

Per K.S.A. 44-508, an injury by accident shall be deemed to arise out of employment if:

- There is a casual connection between the conditions under which the work is required to be performed and the resulting accident; and
- The accident is the prevailing factor causing the injury, medical condition and resulting disability or impairment.

The words "arising out of and in the course of employment" as used the Workers Compensation Act shall not be construed to include:

- Injury which occurred as a result of the natural aging process or by the normal activities of day-to-day living;
- Accident or injury which arose out of a neutral risk with no particular employment or personal character;
- Accident or injury which arose out of a risk personal to the worker; or
- Accident or injury which arose either directly or indirectly from idiopathic causes.

Who is covered?

Every Renwick USD 267 employee is protected by workers' compensation.

What is covered?

Any injury is covered if it's caused by your job – not just serious accidents, but even first-aid type injuries. Illnesses may also be covered, if they're related to your job. For example, common colds and flu are not covered, but if you caught tuberculosis while working at a TB hospital, that's covered. The main question is if the injury or illness is the result of the performance of your job.

When am I covered?

Coverage begins the first minute you're on the job and continues anytime you're working for Renwick USD 267. You don't have to work a certain length of time, and there's no need to earn any minimum amount of wages before you're protected.

What Are the Benefits?

Kansas law guarantees you three kinds of workers' compensation benefits:

- ☆ **Medical care to take care of the injury, including not only doctor bills, but also medicines, hospital costs, fees for lab tests, x-rays, crutches and so forth –** There's no deductible and all costs are paid directly by our workers' compensation insurance carrier. If you do receive a bill, be sure to submit it to the business office for payment through our insurance carrier.
- ☆ **Rehabilitation services necessary to return to work –** Sometimes this is just an extension of medical treatment (for example, physical therapy to strengthen muscles). However, if the injury keeps you from returning to your usual job, you may qualify for vocational rehabilitation and retraining, too. Again, all costs are paid directly by Renwick USD 267 through our workers' compensation insurance carrier.
- ☆ **Cash payment for lost wages –** The most common kind of payments, for "temporary disability", will be made for as long as the doctor says you're unable to work. Additional cash payments may be made after you're able to work if there's a permanent handicap – for example, the amputation of a finger or loss of sight. If the injury results in death, payments will be paid to surviving dependents.

What to do if an Accident Occurs on the Job?

Responsibilities of the Employee:

Per K.S.A. 44-520, for injuries on or after April 25, 2013, a claim may be denied if an employee fails to notify their employer within the earliest of the following dates:

- 20 calendar days from the date of accident or the date of injury by repetitive trauma;
- 20 calendar days from the date such medical treatment is sought if the employee is working for the employer against whom benefits are being sought and such employee seeks medical treatment for any injury by accident or repetitive trauma; or
- 10 calendar days after the last day of actual work for the employer if the employee no longer works for the employer against whom benefits are being sought.

Notice may be given orally or in writing. Where notice is provided orally, notice must be provided to a supervisor or manager and/or the District office.

Where notice is provided in writing, notice must be sent to a supervisor or manager and/or the District office.

The notice, whether provided orally or in writing, shall include the time, date, place, person injured and particulars of injury. It must be apparent from the content of the notice that the employee is claiming benefits under the Workers Compensation Act or has suffered a work-related injury.

Average Weekly Wage

A worker's "average weekly wage" is calculated by adding together the base wage, the average weekly overtime and the weekly value of fringe benefits that have been discontinued.

Weekly Benefits

Benefits are paid by the employer's insurance carrier or self-insurance program. 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 percent of his average weekly wage up to a maximum of 75 percent of the state's average weekly wage. These benefits are subject to legislative changes. If the injury results in permanent disability, the Kansas Compensation Law provides for additional benefits.

Medical Benefits

An injured worker is entitled to all medical services reasonably necessary to cure and relieve the worker from the effects of the injury. The employer has the right to select the doctor who will treat the injury. A worker may seek the services of an unauthorized doctor up to a limit of \$500. A worker may apply to the Workers Compensation Director to change the authorized treating doctor. Reimbursement for travel to obtain medical treatment is payable at a rate set by law for trips that are five miles or more.

CLAIMS ADVISORY/OMBUDSMAN

DIVISION OF WORKERS COMPENSATION
800 SW JACKSON STREET, STE 600
TOPEKA, KS 66612-1227

TOLL FREE 1-800-332-0353

If you were hurt on the job and have any questions about Workers Compensation benefits contact the **Claims Advisory Section** at the Kansas Division of Workers Compensation. The Division of Workers Compensation has full time personnel who specialize in aiding injured workers with claim information and problems. They can give information about benefits an injured worker is entitled to receive. They can help try to solve problems with benefits not being paid on time, with medical treatment, with unpaid medical bills, with questions about how to figure settlement amounts, etc. Spanish interpreters are available at the Division of Workers Compensation.

What If There's a Problem?

Fortunately, most claims – better than 9 out of 10 – are handled routinely. After all, workers' compensation benefits are automatic and the amounts are set by the legislature. But mistakes and misunderstandings do happen. If you think you haven't received all benefits due you, please contact your supervisor.

If you're not satisfied with your supervisor's explanation, get advice from the nearest office of the State Division of Industrial Accidents. If the problem still can't be resolved, it may be necessary to file an "Application for Adjudication" with the Workers' Compensation Appeals Board, that reviews cases where an injured worker believes he or she hasn't received what's coming to him or her.

The Appeals Board is a court of law. You can represent yourself, of course, but you may want to hire an attorney. If you do, the fee will be deducted from any benefits awarded you by the Appeals Board. If it's necessary to go to the Appeals Board to resolve your case, be sure to do so within one year from the date of the injury, or one year from the date of your last medical treatment. Waiting longer could mean losing your right to benefits.

Other Benefits

If the injury is very serious – one where you won't be able to work for a year or more – you may be eligible for additional benefits from Social Security. For information contact the nearest office of the Social Security Administration, or discuss your situation with the claims representative of Renwick USD 267's workers' compensation insurance carrier.

Employees returning to work after being absent due to an injury must report to their supervisor prior to beginning work, and must bring a doctor's clearance for returning to duty.

Injuries Occurring When an Employee is “Under the Influence”

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

Recreational and Social Activities

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

Injuries Suffered While Traveling to and from Work

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

Horseplay

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

Unemployment Compensation

Renwick USD 267 pays a percentage of its payroll to the Unemployment Compensation Fund according to Renwick USD 267's employment history. If you become unemployed, you may be eligible for unemployment compensation, under certain conditions, for a limited period of time. Unemployment compensation provides temporary income for workers who have lost their jobs. To be eligible you must have earned a certain amount and be willing and able to work. You should apply for benefits through your local State Unemployment Office as soon as possible. Renwick USD 267 pays the entire cost of this insurance.

Social Security

The United States Government operates a system of contributory insurance known as Social Security. As a wage earner, you are required by law to contribute a set amount of your weekly wages to the trust fund from which benefits are paid. As your employer, Renwick USD 267 is required to deduct this amount from each paycheck you receive. In addition, Renwick USD 267 matches your contribution dollar for dollar, thereby paying one-half of the cost of your Social Security benefits.

Other Policies

Child Abuse

Any district employee who suspects that a child's physical or mental health or welfare is being adversely affected by physical, psychological or sexual abuse will immediately report this fact to the local Department for Children and Families (DCF) office or to the local law enforcement agency if the DCF office is not open. It is recommended that the building administrator also be notified after the report is made.

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

Communicable Diseases

Whenever an employee has been diagnosed by a physician as having a communicable disease, the employee shall report the diagnosis and nature of the disease to the superintendent so that a proper reporting may be made to the county or joint board of health as required by statute.

An employee afflicted with a communicable disease dangerous to the public health shall be required to withdraw from active employment for the duration of the illness in order to give maximum health protection to other district employees and to students.

The employee shall be allowed to return to duty upon termination of the illness, when authorized by the employee's physician or by the health assessment team.

The board reserves the right to require a written statement from the employee's physician indicating that the employee is free from all symptoms of a severe communicable disease.

In the event that a district employee has been diagnosed as having a communicable disease and the superintendent has been notified by the employee, as provided in policy, the superintendent shall determine whether a release shall be obtained from the employee's physician before the employee returns to his duties.

Decisions regarding the type of employment setting for an employee with a communicable disease shall be based upon the physical condition of the employee and the expected type of interaction with other employees and students.

These decisions are best made using the team approach including the employee's physician, public health personnel, superintendent and personnel associated with the proposed employment setting.

AIDS

In each case involving an employee with AIDS, the board shall reserve the right to make a final decision regarding the employment status of the employee after taking into account the recommendations of the health assessment team, the risks and benefits to both the employee and to others in the proposed work setting.

No information regarding employees with communicable diseases shall be released by district personnel without the employees' consent except to comply with state or federal statutes.

Guidelines for Dealing with Employees Infected with HIV in the District Schools

Those individuals include the following: school personnel with positive antibodies to the HIV virus; school personnel who have illness due to the virus but do not meet the HIV case definition; and school personnel with HIV.

1. The district establishes the following guidelines for dealing with the problems presented by school employees who have or could transmit HIV to other school employees or students. The guidelines will be reviewed periodically and revised as necessary to reflect new medical information regarding HIV.
2. Based upon the present knowledge that HIV is primarily transmitted by blood or sexual contact, and that casual person-to-person contact as would occur among school employees appears to pose no risk, individuals known to be infected with HIV virus should not be restricted from the work setting unless otherwise medically indicated.

Case Review

The determination of the appropriate educational setting for HIV infected individuals should be done on a case-by-case basis by a review board and should be weighed against the risk and benefits to both the infected individual and to others who will share the same setting. The school nurse or county health nurse will serve as chairperson of the review board and is the contact source for all referred cases.

The review board may consist of, but not necessarily limited to, the employee's physician, school officials including the superintendent of schools, building principal, office secretary to keep a written record of the proceedings, the employee and/or a representative of the employee and the county health officer. The school attorney may assist the review board as an observer and advise the board on legal questions.

Dealing with School Employees with HIV

1. The review board may need to develop additional procedures to periodically assess the employee's condition to assist in determining the employee's status to work. Establishment of a plan for periodic review of the employee's status shall be established by the review board at the initial meeting.
2. Before HIV infected individuals may work in the district, they shall be required to participate in a conference with appropriate school personnel for the purpose of determining reasonable expectations regarding the individual's responsibilities in the work setting. Written recommendations are to be developed from the conference.

Confidentiality

To the extent possible, knowledge of the employee's condition shall be retained within the review board members. In some situations it may be necessary that other personnel also be advised. The superintendent will determine this.

Policy Review

When new medical information becomes available with regard to HIV, these recommendations may be updated or changed as needed.

Bloodborne Pathogen Exposure Control Plan

The board has adopted an exposure control plan which conforms with current Occupational Safety and Health Administration (OSHA) standards and regulations of the Kansas Department of Human Resources (KDHR).

The plan shall be accessible to all employees and shall be reviewed and updated at least annually. All staff shall receive the training and equipment necessary to implement the plan.

Details of the Bloodborne Pathogen Exposure Control Plan are set out in the Administrative Guidelines and Procedures Manual for District School Health Services, adopted by the Renwick Board of Education on August 22, 1994.

Communications

Successful working conditions and relationships depend upon successful communication. Not only do you need to stay aware of changes in procedures, policies and general information, you also need to communicate your ideas, suggestions, personal goals or problems as they affect your work.

In addition to the exchanges of information and expressions of ideas and attitudes which occur daily, make certain you are aware of and utilize all Renwick USD 267 methods of communication, including this Employee Handbook, bulletin boards, discussions with your supervisor, memoranda, staff meetings, newsletters, training sessions, district website, emails, etc.

You will receive other information booklets, such as your insurance booklets, from time to time. You may take these booklets home so that your family may know more about your job and your benefits.

In addition, you may receive letters and/or emails from Renwick USD 267. There is no regular schedule for distribution of this information. The function of each letter and/or email is to provide you and your family with interesting news and helpful information that will keep you up-to-date on the events here at Renwick USD 267.

Concerns/Complaints

Personnel having a concern should follow the procedure below to resolve conflict or concern:

- Level I:* Meet with immediate supervisor.
- Level II:* Meet with building principal.
- Level III:* Meet with superintendent of schools.
- Level IV:* Meet with board of education.

School personnel should not supersede this conflict-resolving procedure unless otherwise stated in another policy, contract or statute. If no solution is found at a step, the supervisor or administrator should refer the issue to the next step. Personnel who are refused the next step should contact the superintendent. The complaint or concern should be in writing at Level II and Level III.

Certified employees contracted under the Professional Negotiated Agreement should refer to Article 7 from the Professional Negotiated Agreement.

Benefit Continuation Privileges

At your exit interview or upon dismissal, you will learn how you can continue your insurance coverage and any other benefits you currently enjoy as an eligible employee.

Dress Code/Personal Appearance

A neat, tasteful appearance contributes to the positive impression you make on our patrons. You are expected to be suitably attired and groomed during working hours or when representing Renwick USD 267. A good clean appearance bolsters your own poise and self-confidence and greatly enhances our district image.

Exit Interviews

In instances where an employee voluntarily leaves our employ, Renwick USD 267 administration would like to discuss your reasons for leaving and any other impressions that you may have about Renwick USD 267. If you decide to leave, you will be asked to complete an Exit Interview Survey. On the Exit Interview Survey, you can express yourself freely. It is hoped that this Exit Interview Survey will help us part as friends, as well as provide insights into possible improvements we can make. All information will be kept strictly confidential and will in no way affect any reference information that Renwick USD 267 administration will provide another employer about you. Your district email account will be discontinued after your last payroll check. Only the superintendent can grant an exception to this policy.

Expense Reimbursement

You must have your supervisor's written authorization (requisition/purchase order, etc.) prior to incurring an expense on behalf of Renwick USD 267. To be reimbursed for all authorized expenses, you must submit an expense report/voucher accompanied by receipts and approved by your supervisor. The Travel and Business Expense Guide is on file in the District office.

If a district vehicle is not available and you are asked to conduct district business using your personal vehicle, you will be reimbursed at the rate approved by the board for mileage reimbursement.

Faculty/Staff Meetings

Certified employees contracted under the Professional Negotiated Agreement should refer to Article 10 from the Professional Negotiated Agreement.

From time to time, your supervisor will schedule faculty meetings before, during, or after work. It's to your advantage to be at these meetings. They give you and your fellow workers a chance to receive information on Renwick USD 267 events, to review problems and possible solutions, and to make suggestions about your department or your job.

If your attendance at department meetings is mandatory, you will be informed in writing. Your attendance at the August District in-service is mandatory.

Fire Drills

We schedule drills throughout the year for employee safety. Your supervisor can answer any questions you may have about what to do.

Personal Property

The district does not provide insurance on employees' personal property and, therefore, does not assume any liability. If an employee's personal property is broken, damaged or stolen while the employee is on the job, repair or replacement is the employee's responsibility.

Release from Contract

A teacher who signs a contract with the District has both a moral and legal obligation to refrain from requesting a release from the contract. The decision to release a teacher from a contract shall be totally at the discretion of the Board.

In general, the Board will not look with favor on permitting a teacher to void a contract when the reason is to accept teaching employment in another district.

Any teacher who requests and is granted a release from a contract after the date stipulated in the continuing contract law shall be assessed a \$500 penalty and forfeiture of their sick leave payout if the resignation is submitted on or after June 10th. An additional \$100 will be assessed for each week after June 10th up to \$5000 and forfeiture of their sick leave payout. This penalty may be waived by the Board of Education under extenuating circumstances.

Safety Rules

Safety is everyone's responsibility. Safety is to be given primary importance in every aspect of planning and performing all Renwick USD 267 activities. We want to protect you against industrial injury and illness, as well as minimize the potential loss of production.

Please report all injuries (no matter how slight) to your supervisor immediately, as well as anything that needs repair or is a safety hazard. Below are some general safety rules. Your supervisor or department head may post other safety procedures in your department or work area.

- ☆ Avoid overloading electrical outlets with too many appliances or machines.
- ☆ Use flammable items, such as cleaning fluids, with caution.
- ☆ Ask for assistance when lifting heavy objects or moving heavy furniture.

- ☆ Smoking is not allowed inside any Renwick USD 267 building or school vehicle. However, employees may smoke on district property in areas outside the district buildings as designated by the building principal or superintendent.
- ☆ Wear or use appropriate safety equipment as required in your work.
- ☆ Start work on any machine only after safety procedures and requirements have been explained (and you understand them).
- ☆ Keep your work area clean and orderly, and the aisles clear.
- ☆ Stack materials only to safe heights.
- ☆ Watch out for the safety of fellow employees.

Security

Maintaining the security of Renwick USD 267 buildings and vehicles is every employee's responsibility. Develop habits that insure security as a matter of course. For example:

- ☆ Always keep cash properly secured. If you are aware that cash is insecurely stored, immediately inform the person responsible.
- ☆ Know the location of all alarms and fire extinguishers, and familiarize yourself with the proper procedure for using them, should the need arise.
- ☆ When you leave Renwick USD 267's premises make sure that all entrances are properly locked and secured.

Tobacco Products/Electronic Cigarettes

Renwick USD 267 discourages its employees from smoking. Smoking is regarded as a poor health habit that can detract from performance and is often offensive to coworkers. While we cannot regulate employee conduct off the job or outside of work hours, we feel it is our responsibility to provide a workplace free of exposure to hazardous substances. The use of tobacco products in any form and/or electronic cigarettes is prohibited in any school building owned or operated by the district and in school vehicles. All employees are expected to abide by this policy while at work.

Substance Abuse

Renwick USD 267 has a vital interest in maintaining safe, healthful, and efficient working conditions for its employees. Being under the influence of a drug or alcohol on the job may pose serious safety and health risks not only to the user, but to all those who work with the user, as well as our students. The unlawful possession, use, or distribution of illicit drugs and alcohol by 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 Schools and Communities Act, P.L. 102-226, 103 St. 1928.

Telephone Calls

District telephones are for school business. Use of phones, including cell phones, for personal business should be avoided except in case of an emergency. Excessive use of phones (whether for a call or text) for personal reasons may result in disciplinary action, including possible dismissal.

Violations of Policies

You are expected to abide by the policies and procedures in this handbook. Failure to do so will lead to appropriate disciplinary action, up to and including dismissal.