

# Stewartville Public Schools



## Employee Handbook

Revised July 2023

# Welcome

Welcome to Stewartville Public Schools! We are pleased you have chosen to work here and hope you will feel a part of the organization at all times. We are committed to offering high quality education to our students.

Whether we are directly teaching, in a supportive role, providing a warm learning atmosphere by providing food, heat, or transportation or keeping track of pay, policies, or a thousand other details, we all provide the best service to students that we possibly can. We encourage you to join us in this endeavor and are happy to have you with us.

This handbook is designed to provide important information relative to your employment with us. Our goal is to support and assist you in a successful experience with Independent School District #534. If at any time you have questions, please feel free to call or stop in to see me or your building principal.

Sincerely,

*Belinda Selfors*

Belinda Selfors, Superintendent

The District does not discriminate on the basis of race, color, national origin, sex, disability, or age in its programs and activities. The following people have been designated to handle inquiries regarding the non-discrimination policies:

Principals/504 Coordinators  
Superintendent/Title IX Coordinator

Stewartville Public Schools  
301 2<sup>nd</sup> St SW  
Stewartville MN 55976  
507-533-1438

## STEWARTVILLE PUBLIC SCHOOLS

- Credo**      ◇ Educational Excellence for Everyone
- Vision**     ◇ Education Excellence and Lifelong Learning for All
- Mission**   ◇ To develop the full potential of all learners in an engaging environment where:
- lifelong learning is **valued**,
  - educational excellence is **expected**, and
  - improvement is **continuous**.
- Beliefs**    ◇ All people of the District shall be treated with **respect**.
- ◇ It is the **responsibility** of the School District to provide the educational community with the best educational opportunities possible.
  - ◇ Appropriate **resources** are essential in order to provide quality, equal educational opportunities.
  - ◇ Success for Stewartville students is enhanced by the parent, staff, student, and community **collaborations and communications** that aid in accomplishing educational goals.
  - ◇ Educational decisions will be based on what is **best for all students** through the use of data, research, best practices and continuous improvement strategies.
  - ◇ **Student-centered** education maximizes learning potential.
- Goals**      ◇ High Student Achievement
- Ensure that **all students** will meet or exceed high academic standards.
  - **Integrate technology** throughout the district and increase the effective use of technology in the district as a teaching and learning tool.
  - Value **parent(s) and/or guardian(s)** as active partners in student learning.
- ◇ A Safe, Welcoming, Engaging Learning Environment
- Create and maintain **safe and welcoming** schools.
  - Create and maintain **engaging** learning environments.
- ◇ Effective and Efficient Operations
- Maintain **responsible and accountable** management and support of resource operations.
  - Integrate the **continuous improvement** philosophy and process throughout the system.



**Home of Tiger Pride!**

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## Purpose of Handbook

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The purpose of this handbook is to acquaint you with general Board of Education policies that govern and affect your employment as an employee of Stewartville Schools.

Because this handbook is a general source of information, it is not intended to be, and should not be interpreted as, a contract. It is not an all-encompassing document and may not cover every possible situation or unusual circumstance. If a conflict exists between information in this handbook and Board policy or administrative procedure, the policies and procedures govern. It is the employee's responsibility to refer to the actual policies and/or administrative procedures for further information. Complete copies of those documents are available on the School District website under District ~ School Board and Policy Manual. Any employee is free to review official policies and procedures and is expected to be familiar with those related to his/her job responsibilities.

Although every effort will be made to update the handbook on a timely basis, Stewartville Public Schools reserve the right and has the sole discretion to change any policies, procedures, benefits, and terms of employment without notice, consultation, or publication, except as may be required by contractual agreements and law. The District reserves the right and has sole discretion to modify or change any portion of this handbook at any time.

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## Equal Opportunity Employment

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The Stewartville Public School System is an Equal Opportunity Employer. The District does not discriminate on the basis of age, color, disability, race, national origin, religion, sex, or veteran status, as required by law.

Reasonable accommodation for individuals with disabilities will be made as required by law.

If considerations of sex, age, or disability have a bona fide relationship to the unique requirements of a particular job or if there are federal or state legal requirements that apply, then sex, age or disability may be taken into account as a bona fide occupational qualification, provided such consideration is consistent with governing law.

If you have questions concerning District compliance with state and federal equal opportunity employment laws, contact Stewartville Schools' District Office.

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# EMPLOYEE HANDBOOK

## ISD #534 - STEWARTVILLE PUBLIC SCHOOLS

This information is presented for the purpose of ensuring consistency in processes and procedures among all employees throughout the school district.

### **ABSENTEEISM REPORTING**

Illnesses or other approved reasons, as well as substitutes, will be reported through the on-line portal provided by the district.

For absences other than illness, your leave request must be **approved** by your supervisor **before** you can take the leave.

Further information about these leaves can be found in the Master Agreement/Wage and Benefit Agreements.

### **ACCIDENTS & INJURIES - STAFF**

All staff members are covered under the Minnesota Workers' Compensation Act and consequently are covered for injuries in the line of duty. All such injuries, no matter how small, should be reported to the principal as soon as possible, **but no later than 48 hours after the injury occurred**. If the claim involves death or serious injury you must notify the District Office within 24 hours. For further information see section on Workers' Compensation.

See APPENDIX A for the Guidelines for Handling School Accidents.

### **AGENTS OR SOLICITORS**

No agent, solicitor, collector, or other person shall be allowed to take time or attention of any pupil or School District employee during school or office hours, except those employees authorized to make or recommend purchases. Even in this instance, the agent must first call at the office to obtain administrative permission before calling on staff during school time.

This rule does not apply to the authorized representative of any one of the group insurance plans, who may see staff in the lounges during their preparation periods.

### **ANNUAL NOTIFICATIONS**

The following annual notices are posted on the school district website under the "*Superintendent's Corner*":

*Annual Asbestos Notification, Bullying Prohibition Policy, Criminal History Background Checks, Family Educational Records Privacy Act, Indoor Air Quality, Lead-in-Water Notice, Pesticide Notice and Special Services Available through Stewartville Public Schools.*

### **APPLICATIONS**

All external applications will be completed through the **Frontline Recruiting and Hiring system (Formerly known as AppliTrack)** on our website. Internal applicants must submit an email of interest for any open positions within the district. Stewartville Schools only accepts applications for posted positions. Open positions are posted for a specific time frame. Applications will not be accepted after the closing date.

### **BUILDING SAFETY AND SECURITY**

All adults who have been granted access to our facilities are expected to be diligent in ensuring that we are working together to narrow the scope of negligence and limit our liability.

**Under no circumstances are exterior doors to be propped open for any reason at any time. There is no acceptable reason or explanation for propping open an exterior door. All exterior doors are to remain closed and secure, regardless of the activity, event, or circumstance. This requirement is to be followed at all times. There are no exceptions.**

When activities are held outside of regular hours or scheduled events, exterior doors will remain locked. Adults supervising activities are responsible to ensure that exterior doors are not propped open. Adults are expected to communicate this requirement to students and to ensure students are meeting this expectation.

Outcomes for not following this requirement may result in access to facilities being restricted and/or revoked. Repeated occurrences of staff not following this requirement may also result in disciplinary action.

Thank you for your attention to this information and your cooperation in following the requirement for not propping open exterior doors. Our collective efforts will ensure the safety and security of our students and our staff.

### **CLOSING SCHOOL - INCLEMENT WEATHER**

In the event of a storm, the usual procedure will be to close school for the day of the storm but to open the following day, even though bus routes may not be entirely open. Many parents will bring students even though the buses do not operate a complete route. Announcements of school closings will be made over the Skylert System, posted on the website, and made over radio stations KROC (106.9 FM), KYBA (105.3 FM), and television stations KTTC, KAAL, and KIMT.

In the event of an early closing of school due to inclement weather or bad roads, teachers will be required to stay until all buses and students leave.

### **CODE OF ETHICS**

See APPENDIX B.

### **DATA PRIVACY**

In an effort to support staff members by decreasing both personal and school district liability, a summary of Data Privacy issues has been prepared for your review.

1. Identify what is directory data in this school district
  - A. Student's name
  - B. The names of student's parents or guardians
  - C. Student's telephone number
  - D. Student's address
  - E. Student's electronic email address
  - F. The date and place of student's birth
  - G. Student's grade level complete (i.e. first grade, tenth grade, etc.)
  - H. Student's extra-curricular participation
  - I. Student's weight and height if a member of an athletic team
  - J. Student's achievement awards of honor
  - K. Student's photograph if available
  - L. The dates of student's school attendance
  - M. The school or school district the student attended before enrolling in the Stewartville Public Schools.

The Stewartville Public Schools, Independent School District #534, proposed to designate the personally identifiable information listed above, contained in your education record as "directory information", and it will disclose that information without prior consent.

If a parent or guardian objects to the designation of any or all of the above information as directory information, please have them notify the school administrator or school superintendent in writing two weeks after the start of school. After the two week period the record will be appropriately marked by the record custodians to indicate the items the district will designate as directory information. This designation will remain in effect until it is modified by the written direction of the parent or guardian.

2. The release of any information about a student other than "directory information" may be a breach of confidentiality which can result in personal and school district liability and disciplinary action.

The following is a list of examples which could put yourself and the school district at risk for liability.

- (A) Telephone or written communication with other people (i.e. parents, newspapers)
  - (B) Parent-teacher conferences which can be overheard by others, or parents seeing grades of other students.
  - (C) Conversations about students and families which are overheard by others (i.e. hallways, office areas, teacher's lounge, public places, etc.).
  - (D) Information which is left unprotected and is found by others (i.e. letters, paperwork, gr. books, etc.).
  - (E) Information disclosed at school board meetings or public gatherings where students, parents, media, and others may hear information which is considered "private" or "confidential" by statute.
  - (F) Student aides or parent volunteers who haven't been informed of the Minnesota Data Privacy Act, and specifically the consequences to them if they release "private" information.
  - (G) Allowing school personnel to review cum files/grades where there is no direct "educational interest".
  - (H) Allowing parents to review an eighteen year old child's report card when the child has not given his or her consent for this to happen.
  - (I) Releasing the names and circumstances of other students when dealing with another student/parent (family).
3. Upon a student's eighteenth birthday, educational information (i.e. progress reports, report cards, etc.) and rights are transferred from the parents to the student.
  4. Information which is written in a cumulative folder should be specific, objective, non-judgmental, and serve the future educational needs of the student.
  5. Each counseling and administrative office has a records retention book which clarifies how long records should be kept before being destroyed.

In summary, the right to privacy is a fundamental right afforded to all people. Our understanding and protection of data privacy issues underscores our respect for ourselves and others.

#### **DEFERRED COMPENSATION/TAX SHELTERED ANNUITIES**

All employees will have the opportunity to contribute a portion of their salary to a tax sheltered annuity company. Tax shelter annuities may be entered into on the following dates each year if the tax sheltered annuities company regulations permit such transactions: September 1<sup>st</sup> or the first day of school, whichever is later; January 1<sup>st</sup>, April 1<sup>st</sup>; and within 2 weeks after the ratification of the Master Agreement by the teachers and the Board. Tax shelter annuities may be exited by staff at any time during the year with a 2 weeks notice to the business services department, if the TSA company regulations permit such transactions. The district shall provide employees a choice from the approved vendors. The Salary Reduction Form needed to start a salary deferral or make changes to an existing salary deferral can be downloaded from the school website and must be signed by the employee and the TSA company agent.

All eligible employees also have the opportunity to participate in the Deferred Compensation program. Eligibility varies by employee classification; refer to the Master Agreement or Wage/Benefit Agreements. Initial enrollment in the Deferred Compensation program must be completed by Sept. 1<sup>st</sup> or the first day of school (whichever is later) for teachers and 9 month employees; July 1<sup>st</sup> for all other employees. (See APPENDIX C for Vendor List)



## **DRUGS AND ALCOHOL**

It is a violation of the policy of the Stewartville School District for any employee to distribute, dispense, possess, use or be under the influence of any alcoholic beverage, malt beverage, or fortified wine or other intoxicating liquor or to unlawfully manufacture, distribute, dispense, possess or use or be under the influence of any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana, anabolic steroid or any other controlled substance, as defined in schedules I – V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation at 21 C.F.R. 1300.11 through 1300.15, before, during or after school hours at school or in any other school district location as defined below.

“School district location” means in any school building and on school premises; on any school owned vehicle or in any other school-approved vehicles used to transport students to and from or school activities; off school property at any school-sponsored or school-approved activity, event or function, such as a field trip or athletic event, where students are under the jurisdiction of the school district; or during any period of time such employee is supervising students on behalf of the school district or otherwise engaged in school district business.

If you are engaged either directly or indirectly in work on a federal grant, it is a condition of your continued employment on any such federal grant that you shall abide by the terms of the school district policy on alcohol and drugs and will notify your supervisor in writing of your conviction of any criminal drug statute for a violation occurring district federal grant is performed, no later than five (5) calendar days after such conviction.

Any employee who violates the terms of this policy is subject to disciplinary action, including nonrenewal, suspension or termination as deemed appropriate by the school board. In addition, any employee who violates the terms of this policy may be required to satisfactorily participate in a drug and/or alcohol abuse assistance or rehabilitation program approved by the school district. Any employee who fails to satisfactorily participate in and complete such a program is subject to nonrenewal, suspension or termination as deemed appropriate by the school board.

Sanctions against employees, including nonrenewal, suspension and termination, shall be pursuant to and in accordance with applicable authority, collective bargaining agreements and school district policies. Each employee shall be provided a copy of this policy. Federal law mandates that all employees be informed of School District policy on use of drugs and alcohol. See School Board Policy on Drugs and Alcohol.

## **EMERGENCY PROCEDURES**

Each classroom will be given a copy of the District's Emergency Procedures and General Responsibilities posters. Extra copies are available in the Building and Grounds office. Review this plan before the start of school. It is most important for the safety of students as well as your own safety that you be familiar with this plan.

## **EMPLOYEE ASSISTANCE PROGRAM**

A voluntary and confidential program has been established and funded by the School District. This program is available to all employees, their spouses, and dependent children. The services provided include short-term counseling, consultation, referral, and financial assistance to pursue professional intervention for problems that affect an employee's or an employee's family member's personal life or job performance.

Information about the program is available by calling National Insurance Services at **866-451-5465** or going online at: [www.niseap.com](http://www.niseap.com). The login is **NISEAP** and the password is **EAP**. If you have additional questions please call the Human Resource Office at (507) 533-1437.

## **EXTRA-CURRICULAR ACTIVITIES**

Staff will have the opportunity to work at extracurricular events during the year. Contact the Activities Director if you are interested. For pay rates: Teachers—See Master Agreement. Support Staff—See APPENDIX D.

**FILES**

Information placed in an employee’s personnel file is at the sole discretion of the Board of Education or its designee. You may review your file, during regular school business hours, by submitting a written request to the superintendent's office at least 24 hours prior to reviewing the file. No materials from your file may be removed from the Human Resource Office.

**FLEXIBLE BENEFITS**

All employees have the opportunity to participate in the IRC Section 125 Flexible Benefits Plan. The Plan permits employees to contribute to a Medical Flexible Spending Account (“Medical FSA”) and a Dependent Care Flexible Spending Account (“Dependent Care FSA”) on a pre-tax basis. This means that the benefits are paid out of your wages or salary before taxes are determined. This reduces the amount of your wages or salary subject to federal income tax and FICA (Social Security taxes). For further details, please refer to the Summary Plan Description available in the Business Office.

**HOURS ON DUTY - REGULAR SCHOOL DAYS**

The work day for a teacher shall be eight hours, including a half-hour lunch, and shall be in accordance with the Master Agreement between the School Board and Stewartville United Educators.

The work day for support staff is determined by the position.

**INSURANCE**

For district contribution towards insurance premiums, please review your insurance benefits in the Master Agreement or Wage and Benefit Agreements. If the district contribution does not pay the entire premium, the additional cost will be made by a payroll deduction. Coverage for new employees will begin 30 days after the first of the month following the month of which employment begins. Enrollment must be completed within 30 days of your hire date. Evidence of Insurability is required for anyone enrolling more than 30 days after hire.

Blue Cross/Blue Shield Health Plan: There are 3 different health plans to choose from:

- Plan #1: \$1,000/\$2,000 Deductible 80/20 CMM
- Plan #2: VEBA \$2,600/\$5,200 Deductible
- Plan #3: VEBA \$5,000/\$10,000 Deductible

Click [here](#) to view rates of each Health plan. The rates listed are effective through December 31, 2022.

Madison Life: The district shall provide a group term life insurance plan to eligible staff. Please refer to your current contract or Wage and Benefit Agreement for details.

Eligible employees have the option of purchasing a \$5,000 policy for their spouse and/or dependents. The premium for this policy is \$1.75/month.

The district shall provide a long term disability insurance plan to eligible staff. Please refer to your current contract or Wage and Benefit Agreement for details.

Dental Reimbursement Plan: All eligible employees must participate in the Dental Reimbursement Plan. Dental expenses will be reimbursed according to the following schedule:

- \$0-\$500 in allowable claims            100% reimbursement
- \$501-\$1250 in allowable claims        80% reimbursement
- \$1251-\$2250 in allowable claims       50% reimbursement

Employees are responsible for filing their own claims for reimbursement and for making payment to the dental clinic. Reimbursement for claims cannot be made directly to the dental clinic.

There are 4 levels of coverage to choose from: The rates listed are effective until further notice.

- Employee - \$40.00    Employee + 1 - \$87.00    Employee + 2 - \$112.00    Family - \$148.00

## **KEYS**

Staff members are held accountable for the safety of the keys assigned to them. Keys are not to be loaned to anyone, including other staff members and non-employees! Under no circumstances are students to be allowed access to keys or fobs. Should a student be locked out, take the time to open the required door, and relock it immediately after the student has had the opportunity to get the item needed from the room. Everytime you leave your classroom or workspace, you must lock and secure your door. Failure to show responsibility for your keys may result in disciplinary action up to and including termination. **The fee to replace a key that has been lost or misplaced will be \$10 per occurrence. For lost or misplaced fobs, the fee will be \$15.**

## **LAPTOPS and OTHER DEVICES**

Staff members are responsible for the safe-keeping of district-issued laptops and other devices (ie., iPad) assigned to them. Staff devices are not to be loaned to students and non-employees. **The fee to repair the screen of a laptop or other device will be \$50. To replace a charger, the fee will be \$20. The fee to repair a keyboard is \$35.**

## **MANDATORY REPORTING GUIDELINES**

In compliance with M.S. 626.556, the Stewartville School District has adopted a policy on "Child Abuse". This policy requires that the board adopt procedures for the reporting of the maltreatment of minors. See APPENDIX E for complete policy on Mandatory Reporting Guidelines.

## **PAYDAYS**

Employees shall be paid twice per month using electronic deposit. Deposits will be made on the 15th and last day of each month. If the 15<sup>th</sup> or last day of the month should fall on a Saturday or Sunday, the deposit will be made on Friday. If the payday should fall on a legal holiday, the deposit will be made on the day before the holiday.

All employees shall view their payroll information via Employee Self Service (ESS/eR), which can be accessed through the following link: <https://regionv.k12.mn.us/smarter/login.aspx?dn=0534>. You will login by entering your Employee ID which you will receive from the Human Resource Office. The password will be 0534 and the last four digits of your Social Security Number. You will be able to change your password to something unique after your first sign in.

## **PERSONAL APPEARANCE**

Stewartville Public Schools take pride in its employees. Physical appearance, dress and outward action influence the image of Stewartville Public Schools. Employees should dress appropriately for their job. Jobs involving physical labor may involve a different standard of dress than office work. Employees may be required to wear safety equipment/clothing. An employee's supervisor should handle any questions on dress. Failure to dress appropriately and/or safely may be cause for disciplinary action.

## **PERSONNEL RECORDS**

For changes in an employee's personnel information it is the responsibility of the employee to maintain, in the Human Resource Office, a current record of address, name, telephone number and a person to be contacted in case of emergency. Changes in insurance coverage must be reported to the Human Resource Office immediately.

The employee's personnel file shall be kept for each regular employee in the Human Resource Office. Such records shall contain the following information:

1. Name and classification of employee
2. Organizational unit
3. Record of salary changes
4. Benefits
5. Service ratings
6. Evaluation records
7. Other pertinent personnel information

**PRIVACY POLICY**

See APPENDIX F.

**PROGRESSIVE DISCIPLINE POLICY**

See APPENDIX G.

**REIMBURSEMENT OF EXPENSES**

Staff members will submit their own claims for reimbursement for travel and other reimbursable expenses. Forms are available on the school website, and must be coded and signed by the principal before submitting to the Business Office.

To submit a claim for travel expenses, please use the Personal Travel Expense Claim Form. School vehicles should be used for travel whenever possible. If a school vehicle is available, mileage reimbursement will be one-half of the mileage submitted.

Receipts must be attached for all meals, lodging and any other expenses other than mileage. The School Board voted to maintain the meal limits as follows:

Breakfast/Lunch	\$25.00 Combined
Dinner	\$25.00

Any meals turned in for reimbursement that exceed these limits, will be reduced. The above meal limits do not apply to state and national conventions. Meal reimbursements do not include tips.

All other claims for reimbursement should be made using the Expense Claim/Check Request Form. Where compensation is claimed for services rendered, the services should be described, hourly rates should be specified, and the time and place of performance shall be stated.

Itemized receipts must be attached for any purchases made over \$1.00. Credit card receipts will not be accepted for reimbursement. Sales tax cannot be reimbursed by the district.

Reimbursement checks for travel expenses and supplies are done through payroll twice a month. **All claims for reimbursement must be submitted by June 15 for the school year that the expense occurred.** Any claims submitted for reimbursement after June 15, will not be reimbursed.

**RESIGNATIONS**

Principals, Directors, and Teachers should give a one-month written notice of resignation. Support staff should give at least a two-week notice by a letter of resignation to the superintendent.

**SCHOOL BOARD POLICY HANDBOOK**

A manual of current School Board policy is available on our website. ([www.ssd.k12.mn.us](http://www.ssd.k12.mn.us)) It is suggested that every staff member become familiar with this material.

**SOCIAL NETWORKING GUIDELINES**

See APPENDIX H.

**SUBSTITUTE POLICY**

**Teachers**

**Non Staff Substitutes through AESOP (TOC) (These are daily rates)**

- \$130.00 for more than four hour(s)
- \$150.00 for Permanent Teacher Substitute
- \$ 65.00 for four hours or less

Retired Stewartville Teachers Substitutes through AESOP (TOC) (These are daily rates)

\$165.00 for more than four hour(s)

\$ 82.50 for four hours or less

**Support Staff**

Non Staff Substitutes through AESOP (TOC)

\$15.00/hour.

Retired Stewartville Support Staff Substitutes through AESOP (TOC)

\$16.50/hour

Staff Substitutes – Not through AESOP (TOC)

1. Support staff (holding a teaching license) who sub as a licensed substitute teacher will be paid \$17/hr. for working less than a full day.
2. An employee who subs for another employee during their regular work hours or beyond will be paid at their current rate of pay or in accordance with the working agreement.

**Custodian/Health/Misc. Substitutes**

Will be paid \$17.00 an hour.

**Student Custodial Pay Scale**

Step 1 - \$12.50

Step 2 - \$13.00

Step 3 - \$13.50

Step 4 - \$14.00

**Background Checks**

Background checks for substitutes working in Stewartville Public Schools will be completed through Teachers On Call.

**SUPERVISION OF STUDENTS**

It is policy that staff members are responsible for the direct supervision of students. Liability results when an employee is proved negligent in his/her responsibility to provide supervision of students. Do not leave students unsupervised at any time.

Direct supervision can be defined as:

- Physically present with the students when they are assigned to you;
- Actively engaged in supervising the students;
- Develop and enforce reasonable rules and procedures to keep students healthy and safe.

Areas of general supervision include both classrooms and hallways during the school day. Certain areas such as the gym, weight-room, science labs, industrial education labs, FACS, and swimming pool are considered to be hazardous areas without proper supervision and/or eyewear. Students are forbidden to be in those areas without staff permission and staff supervision both during the normal school day as well as before and after school hours.

**General safety reminders**

1. Lock all classroom doors and windows at the end of the day.
2. When leaving the building, be sure doors are shut securely.
3. If coming into the building after hours or on the weekend, make sure entry/exit doors are secure.
4. Consistently wear employee ID badges.
5. Lock classroom doors if leaving the room unoccupied
6. Review and be familiar with emergency drill procedures.

### TELEPHONE CALLS

Each classroom is provided with a phone and each staff member is supplied a voice mail account. Calls can be transferred to/from each internal phone (Central Education Center, Bonner, Bear Cave Intermediate School, Middle School and High School.)

### TOBACCO-FREE SCHOOLS

The School Board has adopted a policy that states that all school grounds, buildings, and vehicles shall be tobacco free. No smoking is allowed less than 300 feet from school property. This policy was established in recognition of the School District's responsibility of providing a healthy, comfortable, and productive environment for all students, staff and citizens.

Furthermore, it is felt that education has a central role in establishing patterns of behavior to good health and should take measures to help its students to resist tobacco use. Curriculum related to tobacco-use prevention is part of our educational program. Also, the School District is concerned about the health of its employees and also recognizes the importance of adult role-modeling for students during formative years. Therefore, the district policy promotes non-tobacco use among its students, staff, and guests. Smoking cessation programs will be made available to students, staff, and patrons on a periodic basis.

The policy establishes the following if there should be a violation of this policy by staff:

1. Staff member shall receive an informal conference identifying the problem or violation.
2. Staff member shall receive a verbal reprimand for the 2nd violation. Mandatory participation in a School District sponsored smoking cessation class is required.
3. Staff member shall receive one written warning, with a copy placed in the personnel file, for the third violation.
4. Any additional violations shall be subject to procedure of Minnesota Statute 125.12 (termination of teachers), as continued violations of this policy shall be considered insubordination.

### TRANSPORTATION FOR ACTIVITIES (BUSES)

Instructors will occasionally desire the use of a bus or buses for the transportation of students. Transportation request forms for activities are located in your building's main office or workroom and on the District Transportation Department webpage. This request form must be completed and submitted to the Activities Administrative Assistant, at least 2 weeks or more before the desired date. If you have not received confirmation of transportation, be sure to call or email the Activities Administrative Assistant to make sure a bus has been ordered.

Teachers are not to arrange for transportation directly with the bus owners themselves. There are records to be kept for each activity; and in order for this to be properly done, the ordering of buses must be done by the Activities Administrative Assistant. **Upon return from all trips, staff members are responsible to ensure all students have been picked up or are on their way home. Staff members may not leave students unattended at any time.**

### TRAVEL ALLOWANCE AND REIMBURSEMENT

Staff members will submit their own claims for reimbursement for travel and other reimbursable expenses. Forms are available on the school's website and must be signed by the principal and coded before submitting to the superintendent's office. Car mileage for school business will be paid at the School Board approved rate per mile. School cars are to be used if available.

To receive reimbursement for use of personal cars, the appropriate transportation form must be completed. One-way only reimbursement for mileage of a personal vehicle will be given if a school vehicle would have been available for use.

Itinerant staff need to submit mileage reimbursement twice per year: Submit on January 15 for the

previous months of July – December and June 15 for the previous months of Jan - June mileage. June reimbursement must be submitted by June 15<sup>th</sup> or it will not be reimbursed.

### **VEHICLES**

School vehicles are available for use by the staff on school-related business. There are requirements that must be met in order to transport students in school vehicles. Please email the District Administrative Assistant to arrange training. The use of school vehicles is requested by sending an email to the District Administrative Assistant. Please request school vehicles in advance. When school vehicles are used, they are to be returned to the garage immediately after use. Many times the vehicles are signed out for as early as 5:00 a.m., and they must be in the garage to be available for use. When a vehicle is returned to the garage, be sure to shut the windows and lock the doors.

Arrangements are to be made beforehand as to how and where keys are to be returned if you return after office hours. Do not leave the keys in the vehicle. Others may have the vehicle signed up the same day and must be able to obtain the keys. If no one is scheduled to use the vehicles and if the office is closed upon return from the trip, the keys must be returned to the District Administrative Assistant by 8:00 a.m. the following morning. Do not give them to someone else to return, unless otherwise instructed.

If the gas tank is less than half full, fill the tank before returning the vehicle. Staff having to transport students are given preference over individuals going to meetings, etc.; and out-of-town trips are given preference over in-town trips, unless students are involved. If your request for a vehicle has been granted and for some reason you may have to be "bumped", you will be notified as far in advance as possible.

**Upon return from all trips, staff members are responsible to ensure all students have been picked up or are on their way home. Staff members may not leave students unattended at any time.**

### **WEAPONS IN THE WORKPLACE**

In order to ensure a safe environment for employees and students Stewartville Public School's prohibits the wearing, transporting, storage, or presence of firearms (except by licensed police officers) ammunition or explosives, or other dangerous weapons in our facilities or on our property. Employees of the Stewartville Public Schools are not allowed to carry firearms during the course and scope of their employment.

Dangerous weapon means any firearm, whether loaded or unloaded, or any device designed as a weapon and capable of producing death or great bodily harm, any combustible or flammable liquid or other device or instrumentality that, in the manner it is used or intended to be used, is calculated or likely to produce death or great bodily harm, or any fire that is used to produce death or great bodily harm.

This policy does not apply to:

- Any law enforcement personnel engaged in official duties
- Any security personnel engaged in official duties
- Any person engaged in military activities sponsored by the federal or state government, while engaged in official duties.
- As provided in MS 624.714 employees may lawfully possess or carry firearms in a public school parking area or facility.

Violations of this policy are subject to disciplinary action in accordance with the school's disciplinary procedures policy. Employees must report an employee violating this policy to their supervisor or the Superintendent.

### **WORK DAY EXPECTATIONS FOR PART-TIME TEACHERS**

Part-time teachers who are expected to be in attendance at staff meetings, PLC meetings, Inservice Workshops, etc. will be compensated for their time beyond their full-time equivalency. Part-time teachers seeking payment for attendance at staff meetings, PLC meetings, Inservice Workshops, etc. will be responsible to complete and submit a timesheet to their building principal for approval.

## **WORKERS' COMPENSATION**

This insurance program covers all employees of the School District who receive injuries on the job. The following procedures are the process by which reporting must be done:

### **Employee**

1. Seek medical attention if injury/illness deems necessary.
2. Report ANY injury/illness to Supervisor/Building Principal.
3. Obtain an Accident Report from your Supervisor/Building Principal.
4. Fill out and return an Accident Report to the Human Resource Office within 48 hours and give a copy to your Supervisor/Building Principal.
5. Keep your Supervisor/Building Principal and the Human Resource Office updated on your injury/illness (i.e., work restrictions, lost days, doctor appointments)
6. All paperwork (doctor reports, absence forms, etc.) should be given to the Human Resource Office.

### **Supervisor/Building Principal**

1. Allow employee to seek appropriate medical treatment for injury/illness.
2. Provide employee with Accident Report to be filled out by employee.
3. Fill out Supervisor's Report of Accident via Smart eR within 48 hours.
4. Keep the Human Resource Office up to date on reports from employees and/or have employee notify the Human Resource Office of changes.

These forms are available in each building office.

Time off charged to Workers' Compensation over 7 days will apply to your Family Medical Leave (FMLA).



## APPENDIX A

### ACCIDENTS AND/OR INJURIES - GUIDELINES

#### WHAT TO DO:

1. Obtain names, addresses, telephone numbers and other identifying information from the parties involved and any witnesses, police or other officials.
2. Immediately report all information to your building principal for prompt transmittal to the insurance company. The principal should include all pertinent information when reporting to the insurance company.
3. Accidents involving serious bodily injury or unusual circumstances or when conditions may rapidly change that would affect the opportunity for early documentation of facts, call the building principal immediately.
4. Cooperate with the insurance company to conduct a complete and thorough investigation. Make records available to the investigator and assist in arranging for witnesses, teachers, school officials, etc., to be available for interviews.
5. If an accident involves the use of products, equipment or machinery, preserve the "evidence" for the insurance company investigator. It may be necessary to put certain products, equipment, or machinery in storage for use at a later date. The investigator will be able to help with this. DO NOT change or alter the condition of any products, equipment or machinery involved in an accident.
6. If an accident involves a continually or rapidly changing condition that may have a bearing on how the accident happened, do your best to document the conditions that existed at the time of the accident. This may involve the weather, construction projects, or similar situations. The "evidence" can be preserved by prompt inspection and documentation. Often a photograph is helpful before conditions change and an investigator is able to get to the scene.

#### WHAT NOT TO DO:

1. Make no commitments or volunteer to make any payments, assume any obligations or incur any expenses. (This could result in problems with the School District's insurance coverage.)
2. Make no admissions of liability, fault or responsibility. (Let the insurance company investigate and determine if there is any legal responsibility.)
3. Do not discuss the accident with anyone or give any information, records or reports to anyone (other than as required by law, such as a police officer) without first consulting with the building principal.
4. Do not permit "outsiders" to have access to the premises for purposes of reviewing records or documents or inspecting the premises or equipment or machinery thereon. Refer such requests to the building principal. (This generally applies to other parties who are conducting an investigation on behalf of a party making a claim against the school.)
5. Do not allow students to be interviewed by "outsiders" during school hours.

## APPENDIX B

### CODE OF ETHICS FOR SCHOOL ADMINISTRATORS

**Subpart 1. Scope.** This part applies to all persons licensed as school administrators as defined in part 3512.0100, subparts 5 to 7.

**Subparts. 2. Standards of professional conduct.** The standards of professional conduct for school administrators are listed in items A to K.

- A. A school administrator shall provide professional educational services in a nondiscriminatory manner.
- B. A school administrator shall take reasonable action to protect students and staff from conditions harmful to health and safety.
- C. A school administrator shall take reasonable action to provide an atmosphere conducive to learning.
- D. A school administrator shall not misuse professional relationships with students, parents and caregivers, staff, or colleagues to private advantage.
- E. A school administrator shall disclose confidential information about individuals only when a compelling professional purpose is served in accordance with state and federal laws, and school district policies.
- F. A school administrator shall not knowingly falsify or misrepresent records or facts relating to the administrator's qualifications, or to the qualifications of other staff or personnel.
- G. A school administrator shall not knowingly make false or malicious statements about students, students' families, staff, or colleagues.
- H. A school administrator shall not accept gratuities, gifts, or favors that impair professional judgment, nor offer any favor, service, or item of value to obtain special advantage.
- I. A school administrator shall only accept a contract for a position when licensed for the position or when a school district is granted a variance by the State Board of Education under Minnesota Statutes, section 121.11, subdivision 7b.
- J. A school administrator, in filling positions requiring licensure, shall employ, recommend for employment, and assign only appropriately licensed personnel, or persons for whom the school district has been granted a variance by the appropriate state board or agency, unless, after making reasonable efforts to obtain a variance, an appropriately licensed person cannot be assigned and the position must be filled to meet a legitimate emergency educational need.
- K. A school administrator shall not engage in conduct involving dishonesty, fraud, or is not representative in the performance of professional duties.

### CODE OF ETHICS FOR TEACHERS

**Subpart 1. Scope.** Each teacher, upon entering the teaching profession, assumes a number of obligations, one of which is to adhere to a set of principles which defines professional conduct. These principles are reflected in the following code of ethics, which sets forth to the education profession and the public it serves standards of professional conduct and procedures or implementation.

This code shall apply to all persons licensed according to rules established by the Board of Teaching.

**Subpart 2. Standards of professional conduct.** The standards of professional conduct are as follows:

- A. A teacher shall provide professional education services in a nondiscriminatory manner.
- B. A teacher shall make reasonable effort to protect the student from conditions harmful to health and safety.
- C. In accordance with state and federal laws, a teacher shall disclose confidential information about individuals only when a compelling professional purpose is served or when required by law.
- D. A teacher shall take reasonable disciplinary action in exercising the authority to provide an atmosphere conducive to learning.
- E. A teacher shall not use professional relationships with students, parents, and colleagues to private advantage.
- F. A teacher shall delegate authority for teaching responsibilities only to licensed personnel.
- G. A teacher shall not deliberately suppress or distort subject matter.
- H. A teacher shall not knowingly falsify or misrepresent records or facts relating to that teacher's own qualifications or to other teachers' qualifications.
- I. A teacher shall not knowingly make false or malicious statements about students or colleagues.
- J. A teacher shall accept a contract for a teaching position that requires licensing only if properly or provisionally licensed for that position.

#### **CODE OF ETHICS FOR SUPPORT STAFF**

The Code of Ethics applies to all persons who are part of the support staff.

##### *Standards of Professional Conduct*

The standards of professional conduct are as follows:

- A. Support staff shall provide professional services in a nondiscriminatory manner.
- B. Support staff shall take reasonable action to provide an atmosphere conducive to learning.
- C. Support staff shall take reasonable action to protect students and staff from conditions harmful to health and safety.
- D. In accordance with state and federal laws, support staff shall disclose confidential information about individuals only when a compelling professional purpose is served or when required by law.
- E. Support staff shall not use professional relationships with students, parents and colleagues to private advantage.
- F. Support staff shall not knowingly falsify or misrepresent records or facts relating to that support staff's qualifications or to other support staffs' qualifications.
- G. Support staff shall not knowingly make false or malicious statements about students or colleagues.

APPENDIX C

Approved 403b Vendors

**Stewartville ISD #534**

Only to be completed if the Employer has elected to permit exchanges and transfers with vendors who are currently authorized to maintain an active 403(b) payroll slot with the Employer.

Important: If the ISA box has been checked that vendor may accept transfers/exchanges from the District's Participants. If the ISA box has not been checked that vendor shall not receive transfers/exchanges from Participants.

Name of Organization	Telephone #	ISA
Ameriprise Financial Services, Inc.	800-862-7919	<input checked="" type="checkbox"/>
Equitable	800-628-6673	<input checked="" type="checkbox"/>
ESI Education Minnesota	877-403-2374	<input checked="" type="checkbox"/>
Fidelity	800-343-0860	<input checked="" type="checkbox"/>
Franklin Templeton/FTIOS	800-527-2020	<input checked="" type="checkbox"/>
FTJ Fund Choice (Specific Agent Only)	800-379-2513	<input checked="" type="checkbox"/>
Great West/Empower Financial	800-701-8255	<input checked="" type="checkbox"/>
Hartford/Mass Mutual	888-843-7824	<input checked="" type="checkbox"/>
Horace Mann	800-999-1030	<input checked="" type="checkbox"/>
New York Life Insurance Company	800-598-2019	<input checked="" type="checkbox"/>
Primerica a/k/a PFS Investments	800-257-4725	<input checked="" type="checkbox"/>
Thrivent Financial	800-847-4836	<input checked="" type="checkbox"/>
VALIC	800-448-2542	<input checked="" type="checkbox"/>
Waddell & Reed	888-923-3355	<input checked="" type="checkbox"/>

As agreements are signed by the vendors and submitted to EBC this Appendix will be updated.

**APPENDIX D**

**EXTRA-CURRICULAR PAY FOR NON-TEACHERS**

**2022-2023**

**School Employed Chaperone Pay for non-teachers - \$22.00**

<b>FALL SPORTS</b>		<b>WINTER SPORTS</b>		<b>SPRING SPORTS</b>	
	<b>NON-TEACHER</b>		<b>NON-TEACHER</b>		<b>NON-TEACHER</b>
<b>FOOTBALL</b>		<b>BASKETBALL</b>		<b>BASEBALL</b>	
Announcer - Varsity	63.00	Announcer - Varsity	63.00	Announcer	63.00
Clock - JV	35.00	Book - 7/8/C	26.00	Book	63.00
Clock - Varsity	63.00	Book - Varsity, JV	63.00	Clock	63.00
Event Supervisor	83.00	Clock - 7/8/C	26.00	Event Supervisor	83.00
Official - 7/8/C	42.00	Clock - Varsity, JV	63.00	Tickets	35.00
Security	35.00	Event Supervisor	83.00	Umpire - 7/8/C	42.00
Tickets	35.00	Official - 7/8/C	42.00	Umpire - 7/8/C DH	84.00
<b>VOLLEYBALL</b>		Tickets	35.00	<b>SOFTBALL</b>	
Announcer - Varsity	63.00	<b>DANCE TEAM</b>		Announcer	63.00
Book - C	26.00	Announcer	63.00	Book	63.00
Book - Varsity, JV	63.00	Event Supervisor	83.00	Clock	63.00
Clock - C	26.00	Tickets	35.00	Event Supervisor	83.00
Clock - Varsity, JV	63.00	<b>GYMNASTICS</b>		Tickets	35.00
Event Supervisor	83.00	Announcer	63.00	Umpire - 7/8/C	42.00
Libero Tracker	26.00	Event Supervisor	83.00	Umpire - 7/8/C DH	84.00
Line Judge - Varsity, JV	63.00	Mover	25.00 (per move)	<b>TRACK &amp; FIELD</b>	
Official - 7/8	42.00	Scorekeeper	63.00	Announcer	63.00
Tickets	35.00	Tickets	35.00	Event Supervisor	83.00
<b>SOCCER</b>		<b>WRESTLING</b>		Field Worker	35.00
Announcer - Varsity	63.00	Announcer	63.00	Meet Manager	150.00
Clock - Varsity	63.00	Clock	63.00	Scorer	63.00
Event Supervisor	83.00	Event Supervisor	83.00	Stager/Awards	63.00
Tickets	35.00	Tickets	35.00	Tickets	35.00
<b>CROSS COUNTRY</b>				<b>GOLF</b>	
Meet Manager	150.00 (per night)			Meet Manager	150.00 (per night)

APPENDIX E

**STEPS FOR MANDATORY REPORTING**

1. Document in writing any report that you receive or observations that you have witnessed in regards to any type of “alleged” abuse (neglect, emotional, physical, sexual, etc.). **NOTE:** We are **not** to report this information to parents, unless directed to by Social Services/Law Enforcement/Dept. of Education!
2. Determine the county for which the alleged abuse occurred and contact Social Services or Law Enforcement for that county. The Dept. of Education is contacted when there is concern about maltreatment of public school students by school employees. The “oral report” needs to be made within 24 hours, and it is to be followed up within 72 hours by a “written report.” **NOTE:** The initial reporter must identify himself and his position in order to have it on record that he fulfilled his legal responsibility. Reporting to your Building Principal or any member of the District Support Staff doesn’t release the initial reporter from his reporting obligation. Following is a list of phone numbers and addresses for the three counties that have students attending Stewartville Schools:

	<u>SOCIAL SERVICES</u>	<u>LAW ENFORCEMENT</u>
Olmsted County (Rochester)	328-6400	328-6800
Fillmore County (Preston)	765-2175	765-3874
Mower County (Austin)	437-9700	437-9400
Olmsted Social Services Child Protection Unit 151 4 <sup>th</sup> Street SE Rochester, MN 55904	Fillmore Social Services Child Protection Unit Courthouse Building Preston, MN 55965	Mower Human Services 201 1st St NE, Ste 18 Austin, MN 55912

3. Submit a copy of the written report to the Building Principal, unless the allegation concerns the Building Principal for which the report should then be filed with the Superintendent.

When you have completed the above three steps, you have fulfilled your legal responsibility as a mandated reporter which makes you immune from civil and criminal liability. Data Privacy Law now goes into effect and information received from the investigating agency may be minimal or non-existent. Also, it is extremely important that this “alleged” case NOT BE DISCUSSED WITH ANYONE OTHER THAN DISTRICT SUPPORT STAFF MEMBERS (Principal, Social Worker, Counselor, Psychologist, Nurse, etc.). CONFIDENTIALITY is important to all involved!

The following report is submitted in accordance with the provisions of Minnesota Statutes 626.556, Sub-Division 7.

---

Date \_\_\_\_\_

- \_\_\_\_\_ Suspected Educational Neglect
- \_\_\_\_\_ Suspected Physical Neglect
- \_\_\_\_\_ Suspected Emotional Abuse (Mental Injury)
- \_\_\_\_\_ Suspected Sexual Abuse
- \_\_\_\_\_ Suspected Physical Abuse

STEWARTVILLE SCHOOL DISTRICT #534	Phone (    -    )
School Address	
Child/Victim's Name	DOB:    /    /
Address	
Names of Parents/Guardians	Phone (    -    )
Address	
Father/Mother	
Name & Address (if different)	Phone (    -    )
Alleged Perpetrator's Name	Phone (    -    )
Address (if different)	

Objectively describe the suspected concern or condition for this child. Also include any information concerning previous injury or condition of abuse/neglect to this child, or other children in this family situation.

_____ INITIAL REPORTER                      (Title)	_____ Resource person consulted                      (Title)
_____ (Signature of Person Responsible for Report)	_____ (Signature of Consultant)
DATE OF TELEPHONE REPORT: ____/____/____	TIME: _____
PERSON TALKED TO: _____	AGENCY: _____
DATE WRITTEN REPORT FAXED: ____/____/____	Fax Number:(____)____-_____

Copies to:  
 SOCIAL SERVICES, LAW ENFORCEMENT, DEPT. OF EDUCATION, PRINCIPAL, SUPERINTENDENT,  
 YOURSELF

APPENDIX F

STEWARTVILLE PUBLIC SCHOOLS – Health Plans

NOTICE OF PRIVACY PRACTICES

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION.

PLEASE REVIEW IT CAREFULLY. THE PRIVACY OF YOUR MEDICAL INFORMATION IS IMPORTANT TO US.

Our Legal Duty

We are required by applicable federal and state laws to maintain the privacy of your medical information. We are also required to give you this notice about *our* privacy practices, our legal duties, and your rights concerning your medical information. We must follow the privacy practices that are described in this notice while it is in effect. This notice takes effect April 14, 2004, and will remain in effect until we replace it.

We reserve the right to change our privacy practices and terms, of this notice at any time, provided that applicable law permits such changes. We reserve the right to make the changes in our privacy practices and the new terms of our notice effective for all medical information that we maintain, including medical information we created or received before we made the changes. Before we make a significant change in our privacy practices, we will change this notice and send the new notice to our health plan subscribers at the time of the change.

You may request a copy of our notice at any time. For more information about our privacy practices, or for additional copies of this notice, please contact us using the information listed at the end of this notice.

Organizations Covered by this Notice

This notice applies to the privacy practices of the group health plans and health insurers or HMOs listed below. These organizations participate in an organized health care arrangement. As such, these organizations may share your medical information and the medical information of others they serve with each other as needed for the payment activities and health care operations relating to our organized health care arrangement.

**BLUE CROSS AND BLUE SHIELD HEALTH INSURANCE PROGRAM**

**STEWARTVILLE PUBLIC SCHOOLS DENTAL BENEFIT PROGRAM**

**STEWARTVILLE PUBLIC SCHOOLS FLEXIBLE SPENDING ACCOUNT PLAN**

Our Uses and Disclosures of Your Medical Information

We use and disclose medical information about you as follows:

**Treatment:** We may disclose your medical information to a doctor or a hospital which asks us for it to assist in your treatment.

**Payment:** We may use and disclose your medical information to pay claims from doctors, hospitals and other providers for services delivered to you that are covered by your health plan, to determine your eligibility for benefits, to coordinate benefits, to examine medical necessity, to obtain premiums, to issue explanations of benefits to the person who subscribes to the health plan in which you participate, and the like.

**Health Care Operations:** We may use and disclose your medical information to rate our risk and determine our premiums for your health plan, to conduct quality assessment and improvement activities, to credential providers, to engage in care coordination or case management, to manage our business, and the like.



**You and Your Authorization:** We must disclose your medical information to you, as described below in the Individual Rights section of this notice. You may give us written authorization to use your medical information or to disclose it to anyone for any purpose. If you give us an authorization, you may revoke it in writing at any time.

Your revocation will not affect any use or disclosures permitted by your authorization while it was in effect. Without your written authorization, we may not use or disclose your medical information for any reason except those described in this notice.

**Your Family and Friends:** We may disclose to a family member, a friend, or other persons you indicate are involved in your care or payment for your care, your medical information that is directly relevant to their involvement. We may use or disclose your name, location and general condition or death to notify, or help with notification, of a family member, your personal representative, or other persons involved in your care about your situation. If you are present, we will give you the opportunity to object before we disclose your medical information to these persons. If you are incapacitated or in an emergency; we may disclose your medical information to these persons if we determine that the disclosure is in your best interest.

**Your Employer or Organization Sponsoring Your Health:** We may disclose your medical information and the medical information of others enrolled in your group health plan to your employer (Stewartville Public Schools) to permit it to perform administration functions as the Plans' sponsor. Please see your group health plan document for a full explanation of the limited uses and disclosures that the plan sponsor may make of your medical information in providing plan administration. We may also disclose summary information about the participants in your group health plan to the plan sponsor to use to obtain premium bids for the health insurance coverage offered through your group health plan or to decide whether to modify, amend or terminate your group health plan. The summary information we may disclose summarizes claims history, claims expenses, or types of claims experienced by the participants in your group health plan. The summary information will be stripped of demographic information about the participants in the group health plan, but the plan sponsor may still be able to identify you or other participants in your group health plan from the summary information.

**Underwriting:** We may receive your medical information for underwriting, premium rating or other activities relating to the creation, renewal or replacement of a contract of health insurance or health benefits. We will not use or further disclose this medical information for any other purpose, except as required by law, unless the contract of health insurance or health benefits is placed with us. In that case, our use and disclosure of your medical information will only be as described in this notice.

**Marketing:** We may use your medical information to contact you with information about health-related products and services or about treatment alternatives that may be of interest to you. We may disclose your medical information to a business associate to assist us in these activities. Unless the information is provided to you by a general newsletter or in person or is for products or services of nominal value, you may opt out of receiving further such information by telling us using the contact information listed at the end of this notice.

**Fund raising:** We may use your name, address and other demographic data and the dates on which you received care, as appear in your medical information, to contact you to solicit funds for our company. We may disclose this information to a business associate or foundation to assist us in soliciting funds for our company. You may opt out of receiving further such solicitations by telling us using the contact information listed at the end of this notice.

**Disaster Relief:** We may use or disclose your name, location and general condition or death to a public or private organization authorized by law or by its charter to assist in disaster relief efforts.

**Death; Organ Donation:** We may disclose the medical information of a deceased person to a coroner, medical examiner, funeral director, or organ procurement organization for certain purposes.

**Research:** We may use or disclose your medical information for research purposes, in accordance with

certain safeguards.

**Public Health and Safety:** We may disclose your medical information to the extent necessary to avert a serious and imminent threat to your health or safety or the health or safety of others. We may disclose your medical information to a government agency authorized to oversee the health care system or government programs or its contractors, and to public health authorities for public health purposes. We may disclose your medical information to appropriate authorities if we reasonably believe that you are a possible victim of abuse, neglect, domestic violence or other crimes.

**Required by Law:** We may use or disclose your medical information when we are required to do so by law. For example, we must disclose your medical information to the U.S. Department of Health and Human Services upon request for purposes of determining whether we are in compliance with federal privacy laws. We may disclose your medical information when authorized by workers' compensation or similar laws.

**Process and Proceedings:** We may disclose your medical information in response to a court or administrative order, subpoena, discovery request, or other lawful process, in accordance with specified procedural safeguards.

**Law Enforcement:** Under circumstances, such as a court order, warrant, or grand jury subpoena, we may disclose your medical information to law enforcement officials. We may disclose limited medical information to a law enforcement official concerning a suspect, fugitive, material witness, crime victim or missing person. We may disclose the medical information of an inmate or other person in lawful custody to a law enforcement official or correctional institution. We may disclose medical information where necessary to assist law enforcement officials to capture an individual who has admitted to participation in a crime or has escaped from lawful custody.

**Military and National Security:** We may disclose to military authorities the medical information of armed forces personnel under certain circumstances. We may disclose to authorized federal officials medical information required for lawful intelligence, counterintelligence, and other national security activities.

### Your Rights

**Access:** You have the right to look at or get copies of your medical information, with limited exceptions. You may request that we provide copies in a form other than photocopies. We will use the format you request unless we cannot practicably do so. You must make a request in writing to obtain access to your medical information. You may obtain a form to request access by using the contact information listed at the end of this notice. You may also request access by sending us a letter to the address at the end of this notice. If you request copies, we will charge you \$5 cents for each page, \$10.00 per hour for staff time to locate and copy your medical information, and postage if you want the copies mailed to you. If you request an alternative format, we will charge a cost-based fee for providing your medical information in that format. If you prefer, we will prepare a summary or an explanation of your medical information for a fee. Contact us using the information listed at the end of this notice for a full explanation of our fee structure.

**Disclosure Accounting:** You have the right to receive a list of instances in which we or our business associates disclosed your medical information for purposes other than for treatment, payment, health care operations, and limited other activities. You are entitled to such an accounting for the 6 years prior to your request, though not earlier than April 14, 2004. We will provide you with the date on which we made a disclosure, the name of the person or entity to whom we disclosed your medical information, a description of the medical information we disclosed, the reason for the disclosure, and certain other information. If you request this list more than once in a 12-month period, we may charge you a reasonable, cost-based fee for responding to these additional requests. Contact us using the information listed at the end of this notice for a full explanation of our fee structure.

**Restriction Requests:** You have the right to request that we place additional restrictions on our use or

disclosure of your medical information for treatment, payment, health care operations or to persons you identify. We are not required to agree to these additional restrictions, but if we do, we will abide by our agreement (except in an emergency). Any agreement we make in response to a request for additional restrictions must be in writing signed by a person authorized to make such an agreement on our behalf. We will not *be* bound unless our agreement is so memorialized in writing.

**Confidential Communication:** You have the right to request that we communicate with you in confidence about your medical information by alternative means or to an alternative location. You must make your request in writing, and you must state that the information could endanger you if it is not communicated in confidence as you request. We must accommodate your request if it is reasonable, specifies the alternative means or location, and continues to permit us to collect premiums and pay claims under your health plan, including issuance of explanations of benefits to the subscriber of the health plan in which you participate. An explanation of benefits may contain sufficient information to reveal that you obtained healthcare for which we paid, even though you requested that we communicate with you about that health care in confidence.

**Amendment:** You have the right to request that we amend your medical information. Your request must be in writing, and it must explain why the information should be amended. We may deny your request if we did not create the information you want amended or for certain other reasons. If we deny your request, we will provide you a written explanation. You may respond with a statement of disagreement to be appended to the information you wanted amended. If we accept your request to amend the information, we will make reasonable efforts to inform others, including people you name, of the amendment, and to include the changes in any future disclosures of that information.

**Electronic Notice:** If you receive this notice on our web site or by electronic mail (e-mail), you are entitled to receive this notice in written form. Please contact us using the information listed at the end of this notice to obtain this notice in written form.

### Questions and Complaints

If you want more information about our privacy practices or have questions or concerns, please contact us using the information listed at the end of this notice.

If you are concerned that we may have violated your privacy rights, or you disagree with a decision we made about access to your medical information or in response to a request you made to amend or restrict the use or disclosure of your medical information or to have us communicate with you in confidence by alternative means or at an alternative location, you may complain to us using the contact information listed at the end of this notice. You also may submit a written complaint to the U.S. Department of Health and Human Services. We will provide you with the address to file your complaint with the U.S. Department of Health and Human Services upon request.

We support your right to protect the privacy of your medical information. We will not retaliate in any way if you choose to file a complaint with us or with the U.S. Department of Health and Human Services.

<b><u>Contract Office:</u></b>	Business Office
<b><u>Telephone:</u></b>	507-533-1436
<b><u>E-Mail:</u></b>	<a href="mailto:stephanie.clark@ssdtigers.org">stephanie.clark@ssdtigers.org</a>
<b><u>Address:</u></b>	301 2 <sup>nd</sup> St SW Stewartville, MN 55976
<b><u>Fax:</u></b>	507-533-4012

## APPENDIX G

### STEWARTVILLE PUBLIC SCHOOL Progressive Discipline Policy

#### **Purpose**

Disciplinary action is one dimension of performance evaluation and employee development. It is a corrective process to help employees overcome work-related shortcomings, strengthen work performance, and achieve employment success. This procedure should be conducted in reasonable ways that support the concept of progressive discipline while minimizing disruption to Stewartville Public Schools. Employee discipline is a standard part of the Stewartville Public School's Policy and should be used by all supervisors to enhance employee behavior and performance as well as to maintain proper workplace order and safety. This policy is not intended to modify any employee's rights under any existing collective bargaining agreement with Stewartville Public Schools.

#### **Definition**

Stewartville Public Schools utilizes a system of progressive discipline to address problem performance or unacceptable behavior by employees. Progressive discipline should be applied to specific types of behaviors and offenses. Normally, this form of discipline is initiated at the lowest organizational level and the prescribed corrective action should be appropriate to the nature of the offense or behavior. Therefore, the progression of discipline should begin with a less severe response and graduate, accordingly, to more severe action, as warranted. Although initiating steps at low levels of the progressive discipline process is the normal response, there are times when the offense may call for more severe corrective action—up to and including termination of employment (refer to "Exceptions" below). Finally, this policy in no way limits the authority of management to take any appropriate action(s) to resolve behavioral and safety problems.

#### **How Progressive Discipline Works**

In a progressive discipline system, the severity of the penalty ordinarily increases with each infringement of the rules. Among the advantages of a progressive discipline system is the fact that one can work with an employee and positively correct or improve that employee's behavior or performance without immediately resorting to more severe disciplinary action.

#### **Progressive Discipline Process**

1. Written Warning #1
2. Written Warning #2
3. Suspension
4. Termination

#### **General Guidelines**

Supervisors are not limited to beginning at the written warning #1 stage for every infraction. Movement through the progressive discipline matrix is not limited to infractions of the same rule, but rather open to any subsequent violations. For example, an employee who receives a written warning for tardiness would not necessarily receive another written warning for disrespectful behavior toward a fellow worker, but could receive a written warning or suspension since this is a continued occurrence of infractions. The decision rests with the supervisor (after consultation with Personnel, if appropriate) to apply the appropriate discipline for a specific violation. Obviously there are many factors which may affect the decision of the supervisor. Generally, however, all similar violations are treated in a similar fashion, unless there are aggravating or mitigating circumstances. In every case, records must be prepared by the supervisor, using the appropriate forms, to adequately explain all circumstances.

#### **Positive Reinforcement**

While discipline is critical to dealing with problem performance or unacceptable behavior by employees, recognizing positive actions and rewarding superior performance are equally important. Stewartville Public Schools encourages supervisors to be on the lookout for employees whose behavior is above standard. Clearly, employees who are innovative, industrious, and dedicated need to be recognized and rewarded.

Supervisors should strive to “observe their employees doing something good.” Hard work and diligence need recognition just as poor performance and unacceptable behavior need discipline. Quality supervision is a blend of both elements.

### Documentation

It is absolutely necessary that all disciplinary action taken be documented. Therefore, supervisors shall document all disciplinary action taken on the Stewartville Public Schools’ Progressive Discipline form, HR Form 218 (attached). All documentation must be factual and complete. Supporting letters and other documentation may accompany the Stewartville Public Schools’ Progressive Discipline form, HR Form 218. In all cases, the documentation should contain:

- A clear description of the behavior which prompted the discipline;
- A record of the disciplinary action taken by the supervisor;
- The required change in the employee’s behavior or performance, and the possible consequences if that behavior or performance does not improve;
- The specific time frame in which the employee must effect that change.

### The Four Types of Disciplinary Action

<b>WRITTEN WARNING #1</b>	When a supervisor determines that grounds for disciplinary action exist due to unacceptable performance or behavior, a written warning shall be communicated with the employee as soon as possible. Written warnings should describe the details of the offense, why it is unacceptable, the corrective action plan and the range of possible consequences should the unacceptable performance or behavior continue. Each warning shall be signed and acknowledged by the supervisor and employee and shall be documented in detail using HR Form 218.
<b>WRITTEN WARNING #2 WITH CORRECTIVE ACTION PLAN</b>	When a supervisor determines that grounds for disciplinary action exist and the employee has already received a written warning #1 for the same or similar behavior, or there appears to be a pattern of unacceptable behavior (although not necessarily similar), or the severity of the action precludes a lesser action, the supervisor should issue a written warning #2 with a corrective action plan. This step will include all information and requirements contained in the written warning #1, including signatures of the supervisor and the disciplined employee. The employee may respond in writing to the corrective action and that response shall be included in the employee’s personnel file along with a copy of the completed Stewartville Public Schools’ Progressive Discipline form, HR Form 218, routed as indicated on the form.
<b>SUSPENSION</b>	When an employee’s performance or behavior continues to be substandard or the employee commits a major offense, a suspension may be warranted. A suspension is a set amount of time off from work, with or without pay. All of the information required for written warnings should be included on the suspension notice. In addition to a written notice, the matter should be thoroughly discussed with the employee to ensure the situation and required corrective actions are clearly understood. The supervisor must consult with the superintendent before approving any suspension of an employee. Once again, the employee shall acknowledge the suspension, in writing, and may respond in writing to the action taken. All pertinent information shall be documented on the Stewartville Public Schools’ Progressive Discipline form, HR Form 218 and placed in the personnel file with copies routed as specified on the form.

**Note:** One form of suspension is “decision-making leave.” This is normally one day of paid suspension during which time the employee must decide if he/she is going to change the inappropriate behavior or performance. If the employee decides to make this change, he/she would sign an agreement, indicating he/she understands

the consequences of failure to live up to the standards. If the employee is unwilling to accept the required standard of performance or behavior, his/her employment with Stewartville Public Schools would be terminated.

## **TERMINATION**

An employee may be terminated for unacceptable performance, for repeated minor offenses, or for major offense violations. In such cases, (other than the "Gross Misconduct" listed below), the supervisor shall provide such documentation as required to illustrate that the employee was repeatedly counseled concerning performance deficiencies or violations. Records shall indicate that the employee was provided with detailed direction for improvement and warned of possible consequences if that behavior or performance did not improve or violations did not cease within a specified period of time. However, because of the serious nature of certain infractions listed in "Gross Misconduct", an employee may be terminated immediately for just cause without a previous series of warnings.

**Note:** In all cases of termination, the employee has the right to respond in writing and appeal the action of the supervisor. All cases of termination shall be coordinated with the superintendent as soon as possible and before such action is taken.

Employees terminated for reasons of "Gross Misconduct" may not be eligible for continuation of Health coverage under federal COBRA laws.

## **GROSS MISCONDUCT**

(Non-exhaustive examples of just cause for possible immediate termination) In all cases the supervisor's discretion is imperative. The focus should remain on safety and/or the severity of the offense. This list is simply meant to conceptualize issues that may warrant termination.

- Possessing or consuming non-prescribed narcotics or illegal substances on Stewartville Public Schools' property
- Reporting to work under the influence of drugs and/or alcohol
- Instigating a fight on Stewartville Public Schools' property
- Possessing a weapon or explosives on Stewartville Public Schools' property
- Intentional harassment, including sexual harassment
- Insubordination
- Theft of Stewartville Public Schools' property
- Theft of personal property of other employees or of the public while on the job
- Misrepresentation of facts when seeking employment
- Violation of confidentiality regarding Stewartville Public School information
- Extended unexcused absences
- Falsification of time records for oneself or another employee
- Rude, profane or other inappropriate conduct with members of the public

## **Veterans Preference**

**Prior to dismissal, any employee that is an honorably discharged veteran shall be notified in writing of the intent to discharge him or her and of the right to request a hearing under the Veteran's Preference Act.**

**STEWARTVILLE PUBLIC SCHOOLS' PROGRESSIVE DISCIPLINE – Form 218**

Discipline Documentation Form

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

Job Title: \_\_\_\_\_

School: \_\_\_\_\_

TYPE OF DISCIPLINARY ACTION  
\_\_\_\_ Written Warning #1  
\_\_\_\_ Written Warning #2 with Corrective Action  
\_\_\_\_ Suspension with Corrective Action Plan  
\_\_\_\_ Final Warning

**INCIDENT INFORMATION**

Date and Time of Incident: \_\_\_\_\_ Location of Incident: \_\_\_\_\_

Description of Incident: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Witnesses to Incident: \_\_\_\_\_

Was this a violation of School Policy? Yes No Which policy was violated: \_\_\_\_\_

Was the impropriety of these actions explained to the employee responsible? \_\_\_\_\_

**CORRECTIVE ACTION FOR WRITTEN WARNING #2 AND SUSPENSION**

Specific change that is expected in employee's performance or behavior: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Time frame in which conditions are to be met: \_\_\_\_\_

**EMPLOYEE STATEMENT (Optional)**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Employee Signature\* \_\_\_\_\_ Date: \_\_\_\_\_  
(\*Signing this form does not necessarily imply you agree, it only indicates you acknowledge receipt of this form)

**SUPERVISOR SUMMARY COMMENTS (after the meeting):**

\_\_\_\_\_  
\_\_\_\_\_

Supervisor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Form Routing: Original – Personnel File CC – Employee and Supervisor

## APPENDIX H

### STEWARTVILLE PUBLIC SCHOOLS Social Networking Guidelines

#### **Guidelines for Educational Staff Using Social and Educational Networking Sites**

Social networks are rapidly growing in popularity and use by all ages in society. Many popular social networks are web-based, commercial, and not purposely designed for educational use. For individuals, social networking sites provide tremendous opportunities for staying in touch with friends and family.

Educational networking sites are also growing in use. These sites are used by educational staff for both professional development and as a teaching tool, and are usually restricted to selected users and not available to the general public.

As educational staff, we have a professional image to uphold and how we conduct ourselves online impacts this image. As reported by the media, there have been instances of educational staff demonstrating professional misconduct while engaging in inappropriate dialogue about their schools and/or students or posting pictures and videos of themselves engaged in inappropriate activity online. Mistakenly, some educational staff feel that being online shields them from having their personal lives examined. But educational staffs' online identities are very public and can cause serious repercussions if their behavior is careless.

One of the hallmarks of online networks, both social and educational, is the ability to "friend" others – creating a group of others that share interests and personal news. The district strongly discourages educational staff from accepting invitations to *friend* students within personal social networking sites. When students gain access into an educational staff's network of friends and acquaintances and are able to view personal photos and communications, the student-educational staff dynamic is altered. By friending students, educational staff provide more information than one should share in an educational setting. It is important to maintain a professional relationship with students to avoid relationships that could cause bias in the classroom.

The district does recognize the value of student/educational staff interaction on educational networking sites. Collaboration, resource sharing, and student/educational staff and student/student dialog can all be facilitated by the judicious use of educational networking tools. Such interactivity is a critical component of any online class and can greatly enhance face-to-face classes. Yet since this is a new means of communication, some guidelines are in order for educational networking as well.

For the protection of your professional reputation, the Stewartville School District recommends the following practices:

#### **Guidelines for the use of social networking sites by all staff:**

- Do not accept students as friends on personal social networking sites. Decline any student-initiated friend requests.
- Do not initiate friendships with students
- Remember that people classified as "friends" have the ability to download and share your information with others.
- Post only what you want the world to see. Imagine your students, their parents, your administrator, visiting your site. It is not like posting something to your website or blog and then realizing that a story or photo should be taken down. On a social networking site, basically once you post something it may be available, even after it is removed from the site.
- Do not discuss students or coworkers or publicly criticize school policies or personnel.
- Visit your profile's security and privacy settings. At a minimum, educators should have all privacy settings set to "only friends". "Friends of friends" and "Networks and Friends" open your content to a large group of unknown people. Your privacy and that of your family may be a risk.



**Guidelines for the use of educational networking sites by all staff:**

- Let your administrator, fellow co-workers and parents know about your educational network.
- When available, use school-supported networking tools.
- Do not say or do anything that you would not say or do as an educational staff member in the classroom. (Remember that all online communications are stored and can be monitored.)
- Have a clear statement of purpose and outcomes for the use of the networking tool.
- Establish a code of conduct for all network participants.
- Do not post images that include students without verifying there is an appropriate parental release form on file.
- Pay close attention to the site's security settings and allow only approved participants access to the site.

**Guidelines for *all* networking sites by all staff:**

- Do not use commentary deemed to be defamatory, obscene, proprietary, or libelous. Exercise caution with regards to exaggeration, colorful language, guesswork, obscenity, copyrighted materials, legal conclusions, and derogatory remarks or characterizations.
- Weigh whether a particular posting puts your effectiveness as a staff member at risk.
- Due to security risks, be cautious when installing the external applications that work with the social networking site. Examples of these sites are calendar programs and games.
- Run updated malware protection to avoid infections of spyware and adware that social networking sites might place on your computer.
- Be careful not to fall for phishing scams that arrive via email or on your wall, providing a link for you to click, leading to a fake login page.
- If a staff member learns of information on the social networking site that falls under the mandatory reporting guidelines, they must report it as required by law. Please stay informed and cautious in the use of all new networking technologies.

***If you choose not to follow these guidelines, you take full responsibility for your actions which may put you at risk for consequences of which we have no control.***