

**SCHOOL NURSE
HEALTH AIDE
HANDBOOK**

2019-2020

**USD #262
Valley Center**

REPRODUCTION OF THE HANDBOOK: The Nurse/Health Aide Handbook can be located on the USD 262 website.

ARTICLE I. DEFINITIONS

1. ADMINISTRATION: All persons employed by the Board in positions requiring an administrative certificate by regulation of the State Department of Education as stated in the current Licensure Handbook.
2. BOARD: The Board of Education of Unified School District No. 262, Sedgwick County, Kansas.
3. DAYS: Except when otherwise indicated, days shall mean calendar days.
4. DISTRICT: Unified School District (U.S.D.) No. 262.
5. SUPERINTENDENT: Superintendent of Schools of Unified School District No. 262. Note: Anytime the superintendent is mentioned in this handbook, it is assumed that his/her designee is implied.
6. NURSE: All those who hold at a minimum, a current Kansas Board of Nursing Registered Nurse (RN) license and are employed by the USD 262 Board of Education as a School Nurse.
7. CERTIFIED HEALTH AIDE: All those who hold at a minimum, a current Kansas Board of Nursing Practical Nursing (LPN) license and are employed by the USD 262 Board of Education as a Certified Health Aide.
8. HEALTH AIDE: All those who do not meet the minimum requirements to be a Health Aide and are employed by the USD 262 Board of Education as a Health Aide.
9. CERTIFIED HEALTH AIDES and HEALTH AIDES will be collectively referred to as Health Aides throughout this Handbook.
10. EMPLOYEE: Employee shall collectively mean Nurse, Certified Health Aide, or Health Aide.
11. CLASSIFIED EMPLOYEE DEFINITIONS: District classified personnel are employees not required to hold a teaching license issued by the Kansas State Department of Education.
 - a. A Nurse is a salaried, classified employee who qualifies for the Learned Professional Exemption of the Fair Labor Standards Act regarding minimum wage and overtime pay.

- b. A Health Aide is an hourly, classified employee who qualifies for minimum wage and overtime pay.
- c. A full-time classified employee is one who is employed for 20 hours or more per week and receive benefits.
- d. A salaried classified employee is one who is employed for a specific salary per year or per contract period.

12. CLASSIFIED EMPLOYEE HANDBOOK – NURSE/HEALTH AIDE

HANDBOOK: The Nurse/Health Aide Handbook (referred to as “Handbook”) includes policies specific to Nurses and Health Aides employed by the District. The policies in the Nurse/Health Aide Handbook supersede the Classified Handbook. However, any policies not mentioned in the Nurse/Health Aide Handbook but included in the Classified Handbook also apply in full force to Nurses and Health Aides. In the event the rules and regulations set forth in this Handbook conflict in any way with the policies set forth by the USD 262 Board of Education, the Board policies shall govern.

13. NEGOTIATED AGREEMENT: The Negotiated Agreement is the document that includes all contract language agreed upon and ratified by the USD 262 licensed teachers, counselors, and the USD 262 Board of Education.

ARTICLE II. INITIAL EMPLOYMENT

- 1. Initial employment for Nurses shall be for the term of the school year and at a salary determined by the district.
- 2. Health Aides’ initial employment shall be for a probationary period of ninety (90) calendar days. During this time, the Health Aide’s supervisor will evaluate the aide’s work performance. At the end of this probationary period, the supervisor may recommend that (a) the aide be placed on regular status, no longer be viewed as a probationary employee, and the aide will be given a \$0.30 per hour pay increase; (b) the probationary period be extended for an additional ninety (90) calendar days; or (c) the employee be terminated.
- 3. As a new employee, the date of employment determines when the first paycheck will be received.
 - a. If work begins between the 1st day of a month and the 15th day of the month, the first paycheck will be on the 25th of the same month.
 - b. If work begins between the 16th day of the month and the last day of the month, the first paycheck will be on the 10th day of the following month.

4. The Valley Center Unified School District No. 262 has a fringe benefit program for employees that work four or more hours per day (20 hours per week or more) that currently allows the purchase of approved fringe benefits without paying taxes on the money used for premiums as permitted by the applicable Internal Revenue Code. The District provides a tiered system of contributions for health insurance premiums for those employees working four or more hours per day, beginning the first day of the month following the date of hire. The benefits department at the District Office can be contacted to explain this fringe benefit program, and help process the necessary forms. There will be no requirement for participation in the benefits program. The purchase of fringe benefits will be the sole responsibility of the employee. Each employee must sign the election form yearly even if the employee chooses not to participate in the program.

ARTICLE III. GENERAL PROVISIONS

1. If any provision of this Handbook or any application of this Handbook to any Employee is held to be contrary to law, then such provision or application shall be deemed invalid, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
2. **AT-WILL EMPLOYEE:** Nurses/Health Aides are employed on an "at-will" basis regardless of their length of service and may be terminated at any time with or without cause (for any reason or no reason at all), at the discretion of the Superintendent. The Board shall be notified of any termination at its next regular meeting.
3. **INDIVIDUAL NURSING CONTRACT:** At the end of each school year, the District has the sole discretion in choosing to re-hire each Nurse for the following school year. Should the District choose to re-hire the Nurse, each Nurse will be contacted and asked if they intend to return. The District shall prepare a contract for each Nurse. The District, in its sole discretion, may increase or decrease the Nurse's salary.
4. **INDIVIDUAL HEALTH AIDE WORK AGREEMENT:** At the end of each school year, the District has the sole discretion in choosing to re-hire each Health Aide for the following school year. Should the District choose to re-hire the Health Aide, each Health Aide will be contacted and asked if they intend to return. The District shall prepare a Work Agreement for each Health Aide. The District, in its sole discretion, may increase or decrease the pay of the Health Aide

ARTICLE IV. WORK SCHEDULE

1. WORK DAY:

- a. The regular workday for Nurses/Health Aides shall be eight (8) hours. Administration at each building shall determine the start and end time of the workday subject to Board approval.
- b. If conditions of severe weather, construction, or any other event to be determined by the District necessitate the regular school workday to be extended to make up school hours, then each workday shall begin ten (10) minutes before the regular start time and end ten (10) minutes after the regular end time, or as otherwise determined by the Administration at each building. Additional school workdays may be scheduled as make up days at the discretion of the Superintendent.
- c. Nurses/Health Aides will be required to attend Parent-Teacher/Nurse Conferences and School Open Houses, which may be scheduled outside the regular workday.
- d. Nurse attendance shall not be required whenever student attendance is not required due to inclement weather. Days may be made up at the discretion of the superintendent.
- e. Health Aide attendance shall not be required whenever student attendance is not required due to inclement weather. Sick/Personal leave may be used in lieu of receiving a reduction in pay.

2. LUNCH:

All Nurses/Health Aides shall have a duty-free lunch for a period of not less than thirty (30) minutes each day, notwithstanding emergency situations.

3. CALENDAR – WORK DAYS:

- a. Nurse Work Days: The number of workdays for Nurses shall not exceed one hundred eighty five (185) days.
- b. Health Aide Work Days: The number of workdays, including paid Holidays, shall not exceed 183.
- c. School Calendar: The school calendar for each school year shall be made available to each Employee.
- d. Employee Calendar: A calendar that designates specific workdays for Nurses/Health Aides will be made available.

- e. End of 1st Semester Work Day: Nurses may use flex hours for the end of the first semester work day similar to licensed staff.

4. TRANSFERS:

The superintendent shall make classified personnel assignments after consideration of the personnel and positions involved.

Any Employee may be transferred at any time to a new location or position at the discretion of the Superintendent. The Board shall be notified of the transfer at its next regular meeting.

ARTICLE V. EVALUATION

1. EVALUATION:

An evaluation of the Employee will be completed by a supervisor no later than three months after employment, and at least annually thereafter. Annual evaluations shall be completed and filed with the Superintendent by May 15 of each calendar year. Upon completion, the report is to be signed by the evaluator and the Employee. A copy of the evaluation shall be submitted to the Superintendent and a copy given to the Employee.

When it appears that the Employee's work performance is not meeting minimum requirements, the supervisor may recommend termination of employment.

ARTICLE VI. LEAVES

1. SICK LEAVE:

a. Illness, Injury of self or others or Deaths of others:

- i. Nurses shall receive fifteen (15) normal working days of sick leave for each full contract year. Nurses may accumulate up to seventy-five (75) days of sick leave to be carried forward from one contract year to another. Nurses shall file a Request for Leave which must be approved by administration. Nurses may use up to seventy-five (75) days of accrued sick leave during a given school year. No more than the maximum accrual may be carried forward from one year to the next. Nurses may use up to three sick leave for illness days when normal family care providers are not available due to emergency situations.
- ii. Health Aides shall accrue one (1) day of sick leave per year for every twelve (12) completed working days, with such accrual

rounded to the nearest full day per year. This accrual equal 15 days per year. Health Aides may accumulate up to seventy-five (75) days of sick leave which may be carried forward from one school year to another. Health Aides shall file a Request for Leave which must be approved by administration. Sick leave may not be used until the Health Aide has completed ninety (90) days of employment. Health Aides may use up to seventy-five (75) days of accrued sick leave during a given school year. No more than the maximum accrual may be carried forward from one year to the next.

- iii. Employees may use sick leave for illness of self or others, injury of self or others, or medical and dental appointments for self or others, or death of others
 - iv. Medical disability associated with pregnancy shall be treated as any other form of medical disability including but not limited to miscarriage, abortion, childbirth or recovery there from.
 - v. When absent from duty for more than five (5) consecutive school days, the Employee shall furnish verification of leave (including an estimate of length of the absence) by a licensed physician before sick pay will be approved. A doctor's release shall be required in such cases before the Employee is allowed to return to duty. Sick pay will not be allowed for days of absence not covered by the verification or for days missed from duty after being released by the doctor.
 - vi. At the end of the contract year, the Employee will be paid for unused sick leave in excess of seventy-five (75) days at one-third (1/3) of the daily substitute pay. This payment will be a separate payment made with the October 25th pay warrant of the next school year of re-employment.
 - vii. The Family and Medical Leave Act (FMLA) is available to Employees should they meet the qualifications.
2. Job Related Illness or Injury: Employees whose absence is due to injury or illness incurred in the course of employment and covered by Workmen's Compensation will be entitled to use the district's sick leave provisions as set forth in this Handbook. However, the Employee will be allowed to use sick leave only in fractional amounts to supplement the Workers Compensation benefits not to exceed 100% of their regular salary.

3. Sick Leave Bank:

- a. Definition: The sick leave bank (Bank) is defined as a depository of accumulated sick leave that is contributed by the Employee and Board of Education for providing the Employee security during long term, unforeseen illness, or injury due to accident.
- b. Each new Employee will contribute one (1) day of sick leave to the Bank during the first year of employment. If the Bank contains fewer than 360 days (Nurses) or 250 (Health Aides) at the beginning of a school year, the Board of Education will restore the bank to 360/250 days.
- c. The accumulated days in the bank on June 30 of each year shall remain. Additional days contributed by new Employees shall be credited to the bank each year. No further replenishment of the Bank shall take place during a school year.
- d. Employees must first use accumulated sick leave days, then vested extended leave days (if applicable), before the Bank will be available to them.
- e. Screening Board: The Sick Leave Screening Board shall review all applications for benefits from the Bank. The membership of the board shall consist of the Assistant Superintendent, the Employee's Principal, and one Classified Committee member from each job category.
- f. Application Procedures:
 - i. Any Employee who has exhausted all other vested district sick leave days may make written application for use of the Bank benefits to the Screening Board. A written statement from the physician which outlines the Employee's health status and inability to perform normal job duties must accompany the application for use of the Bank.
 - ii. The disposition of the request for Bank benefits shall rest with the Sick Leave Screening Board. A written summary of the decision of the Sick Leave Screening Board shall be furnished to the Employee within three (3) calendar days after a decision has been made.
 - iii. If benefits in excess of fifteen (15) days are utilized from the Bank the Employee must submit an additional doctor's statement. The Screening Committee may request the Employee submit to a physical examination by a physician chosen by the Screening

Board. The cost of said physical examination shall be borne by the school district.

- g. The number of days of benefits from the Bank are available to each Employee according to the following number of years of employment:

<u>Years of Employment</u>	<u>Days Available</u>
1 st and 2 nd year	20 days
3 rd year	30 days
4 th year	40 days
5 th year	50 days
6 th year	60 days
7 th year	70 days
8 th year	80 days
9 th year	90 days

NOTE: No Employee can draw more than ninety (90) days from the bank in any one fiscal year.

- h. Restoration Bank: A Restoration Bank will be established and will be used to repay up to 20 days per year that any Nurse accesses from the Sick Leave Bank (Bank), provided days are available from the Bank. Nurses can access a total of 80 Restoration Bank days throughout their career with USD 262. Nurses may donate up to five sick leave days to the Restoration Bank on or before September 1 of each year. When the Restoration Bank balance falls below 200 donated days, staff will be able to donate additional days to the Restoration Bank at the beginning of the next school year. Health Aides are not able to access the Restoration Bank.
- i. A Nurse accessing the Sick Leave Bank (Bank) multiple times cannot have a balance of days owed to the Bank greater than the number of days they qualify for per their years of service.
- j. Restoring Days an Employee Uses From the Sick Leave Bank: The Employee shall return days they used from the Bank the following year or years as necessary. Five days (Nurses) or three days (Health Aides) will automatically be taken from the Employees sick leave each year, plus all unused sick leave at the end of the year, until all used Bank days have been returned. Employees who resign and have not restored all the Bank days they used will be docked for each day not returned to the Bank. The pay dock will be the amount paid substitute nurses (Nurses) or the daily rate of pay (Health Aides).

4. Personal Leave

- a. Each Employee shall be allowed two (2) days of personal leave per year, chargeable to Sick Leave.
- b. Employees who use personal leave will submit a request for such leave at least twenty-four (24) hours prior to the absence, if known in advance. In case of emergencies, verbal approval may be given with the assurance that a request form will be filed within forty-eight (48) hours after the Employee returns to duty. Final approval will be made by the Employee's building administration. Forms submitted that do not meet deadlines may not be approved and a deduction in pay will be made.
- c. Personal leave cannot be used to extend a holiday or vacation period. This provision may be waived only with prior approval of the Superintendent.
- d. Employees may apply to receive up to three additional personal days per year by exchanging two (2) sick days for each one (1) additional personal day.

5. Leave Without Pay (LWOP):

- a. There are times when Employees must be absent from work but have no leave available. Should that occur, the employee must enter LWOP in Skyward. The Employee will receive a salary deduction equal to their daily rate of pay. The district reserves the right to immediately terminate an employee who utilizes LWOP.
- b. Employees must use all accumulated leave before utilizing LWOP.

6. Jury Duty:

Employees who are called for jury duty shall be allowed to serve with no loss of pay or accumulated leave.

The jury duty form that indicates the per diem paid for jury duty shall be provided to the District Office and the per diem amount will be deducted from the base pay of the individual. Meal allowances, mileage and other expenses will not be deducted from the Employee's pay.

2. EXTENDED LEAVES:

The Superintendent may recommend extended leaves for purposes not identified above. In making such recommendations the Superintendent

will consider available replacements, potential benefits to the district, as well as the nature of the request. All recommendations for extended leave must be submitted to the Board for final determination. Leaves may be granted for a variety of reasons such as to run for or hold public office, extended medical disability, study or military service. The Superintendent's recommendation to the Board shall set forth the conditions of the extended leave.

ARTICLE VII. FRINGE BENEFITS

1. SALARY DEDUCTIONS AND REDUCTIONS:

The Board of Education authorizes deductions from the salary of the Employee in order to make appropriate remittance for:

- a. Annuities, including 403b Plan
- b. Charitable donations (as approved by the Board)
- c. Credit Union
- d. Employee Insurance including Health, Vision, Dental, Cancer
- e. Disability Insurance shall not be available through the Salary Reduction Plan (pre-tax) but may be purchased through payroll deduction (after tax).
- f. Term Life Insurance
- g. Flexible Spending Accounts
- h. Any other deductions agreed upon by the Superintendent and Employee.

Payment of insurance premiums under the plan shall be limited to carriers approved by the USD 262 Board of Education. All salary deductions and reductions shall be handled according to rules established by the district administration.

2. ACTIVITY PASS:

The Board agrees to provide an activity pass (employee's badge) to each Employee which grants free admissions to all school-sponsored athletic events for the Employee, spouse, and their children who are high school aged or younger.

3. KANSAS PUBLIC EMPLOYEES RETIREMENT SYSTEM (KPERS):

All district employees who are employed in a position covered by KPERS must become a member of KPERS (full-time employee - 640 hours or

more per year). A payroll deduction, as determined by KPERS, will be made semi-monthly.

4. HEALTH INSURANCE:

- a. The District will provide Employees who are employed at least four (4) hours per day the following contributions toward the District's group health insurance:

Tier	District Contribution
Employee	\$445.00
Employee + Spouse	\$581.00
Employee + Child(ren)	\$581.00
Family	\$581.00

- b. The District will contribute an additional twenty dollars (\$20) a month toward health insurance premiums for those staff members that meet the Healthy Living Additional Benefit requirements as adopted by the District. Requirements of the Healthy Living Additional Benefit are subject to the terms and conditions set forth by the District. Employees hired following the beginning of a new plan year will become eligible to qualify for the Healthy Living Additional Benefit before the start of the next plan year. The plan year typically begins April 1.
- c. This benefit does not carry a cash option. To receive the health insurance benefits, the Employee must participate in the approved district health insurance plan.
- d. Any changes to the established health insurance plan currently offered by the District (unless provider changes during contract year), must be approved by the Health Insurance Committee, by majority vote, before approved by the Board.
- e. An informational meeting will be held for all district personnel prior to the Health Insurance Committee vote.

The Health Insurance Committee (HIC) will consist of:

1. A USD 262 District Office staff member and/or BOE Member
2. One or more Administrator representatives
3. One or more Classified employee representatives
4. Representatives from VCNEA (one each: elementary, middle, and high school)

5. DIRECT DEPOSIT:

Direct deposit of Employee salary checks is available.

6. REIMBURSEMENT FOR TUITION:

Nurses may, with prior written approval of the Superintendent, receive reimbursement for tuition costs in the following circumstances:

- i. The reimbursement is for courses taken as part of a recognized Master's or Doctorate degree program in the field of nursing from a nationally accredited (NLN; CCNE) college or university.
- ii. Reimbursement for any tuition would not exceed one-half of the actual cost of the course, up to a maximum of five-hundred dollars (\$500.00) per course.
- iii. Payment will be made on or before June 25 of each calendar year, provided evidence has been given to the Assistant Superintendent showing successful completion of the course(s).
- iv. Any tuition pool entitlements and/or reimbursements received during the current or previous contracted year must be repaid if the Nurse does not return for employment with USD 262.
- v. The total amount for all payments under this section shall not exceed five-thousand (\$5000) per year.

ARTICLE VIII. COMPENSATION

1. GENERAL PROVISIONS:

1. Nurse:

- a. Initial Salary: Each Nurse shall be eligible for and shall receive a salary in accordance to his/her highest academic preparation, licensure, and experience. Other considerations for initial salary include number and grade levels of the students served as well as comparisons to peer District Nurse salaries.
- b. Subsequent Years of Service: Nurses may receive the same average, percentage salary increase as licensed teachers including steps/base increases. Any salary increase is at the sole discretion of the District.
- c. Compensation for Additional College Coursework: Nurses may receive compensation equal to a 1.03% pay increase for each 12 hours of additional college course work beyond a BSN degree provided the following requirements are met:

- i. Courses are taken after June 1, 2019, and
- ii. Courses are taken as part of a recognized Master's or Doctorate degree program in the field of nursing from a nationally accredited (NLN; CCNE) college or university, and
- iii. Official college transcripts are provided to verify the successful completion of the courses.

Each Nurse shall provide the District with a transcript of all credit hours earned as of October 1 of each year for the Nurse's employee file. Nurses must notify the District on or before May 1 of the current school all credit hours that they wish to have recognized for salary advancement for the following school year.

- d. If the contract year exceeds the normal number of contracted days, the calculated daily rate for the regular year will be calculated and multiplied times the number of days in the extended contract.

2. Health Aide:

- a. Initial Salary: Health Aides and Certified Health Aides are initially placed on Classified Salary Schedule designated for that position. Health Aides will be placed at the probationary rate for the first 90 days of employment. Following the recommendation for continued employment at the end of the Probationary Period, employees will be placed on the Classified Employee Salary Schedule at the regular rate of pay.
- b. Subsequent Years of Service: Health Aides may receive an increase in hourly pay for the additional year of experience gained, as well as any adjustments to the base rate of pay for their position.
- c. Increase in Workdays: If the number of workdays exceeds the normal number, the Health Aide shall be paid the regular rate for any additional days.

3. Other Compensation:

- a. Extra Duty Assignments: Extra duty assignments are assignments not required by the Employees Contract or Work Agreement but are performed by Employees outside of their normal workday. Extra duty assignments performed by Nurses and Health Aides shall be compensated as follows:

Nurse: Compensation shall be at the rate of twelve dollars (\$12.00) per hour with a maximum payment of one hundred ninety-two dollars (\$192.00) per event (16 hours).

Health Aide: Compensation will be paid as stated in the Overtime/Compensatory time section of the District's Classified Handbook.

- b. Supplemental Assignments: An Employee accepting a supplemental assignment from an Administrator shall be compensated as specified in the District's Negotiated Agreement.
4. Accumulated Sick Leave Upon Retirement: For Employees who have been employed by the District more than or equal to six (6) years, may receive a payment for accumulated sick leave. The payment will be equal to two-thirds (2/3) of the daily pay for a temporary daily substitute teacher for each accumulated sick leave day (maximum of ninety (90) days). This payment will be made at either retirement or death of that Employee. In the event of the Employee's death, the payment will be awarded to the Employee's beneficiaries.
5. Mileage Allowance: Any Employee who is required or requested to use his/her personal automobile as a regular condition of meeting employment or for other business of the district shall be reimbursed for his/her expenses each semester based on the rate per mile established by the Secretary of Administration of the state of Kansas. All such requests for mileage reimbursement must have prior approval of the District Office. This allowance will not be paid for normal travel to and from work.

2. METHOD OF PAYMENT:

1. Pay Periods: Employees shall be paid in twenty-four (24) equal installments on the tenth (10th) and twenty-fifth (25th) of each month. If these dates fall on a weekend or school holiday, that pay date will be the last school day before the school weekend or school holiday. (Exception - When Spring Break falls one week in advance of payday it would be excluded from holiday pay schedule)
2. Nurses in their first year of employment shall be paid in twenty-five (25) equal installments on the 10th and 25th of each month beginning on August 25th.
3. Exceptions: A written request for lump sum payment for June 25th, July 10th, July 25th, August 10th and August 25th must be on file in the District Office before April 1 of the year payment is to be made. Once a request

has been made, the lump sum payment will continue from year to year unless the written request is withdrawn.

The lump sum payment will be available on June 25th or on the Friday before the 25th if it falls on Saturday or Sunday.

4. Summer Checks: Summer checks, other than for Summer School Nurses, shall be mailed to the address designated by the Employee.
5. Correction or adjusting contractual errors or omissions on the Nurse contract: The Board of Education and the Nurse will adjust contract salaries when errors or omissions have been noted. All errors are subject to retroactive action for that current contracted period. All alterations to the contract must be made in writing.

3. SUPPLEMENTAL DUTIES SCHEDULE:

1. All persons performing supplemental duties listed on the schedule for the first time will be placed on the adopted Supplemental Salary Schedule of the Negotiated Agreement.
2. Employees who sign a supplemental duty contract and resign that position after the first pay day of the school year (September 10) will pay the district \$100.00. Exceptions to this would be if said Nurse accepts another position as approved or requested by the district for supplemental contract or for medical reasons as certified by district doctor.
3. If a Nurse/Health Aide has signed a supplemental duty contract and has not fulfilled the expectations (i.e. excessive absences, non-participation, or any other essential job related duties) of the supplemental position(s), the supplemental contract(s) may be rescinded and the position(s) may be reassigned at the discretion of the administration. The pay may be adjusted based upon the percentage of the contract fulfilled.