



**Educational Service Unit 2**  
**TEAM MEMBER REFERENCE GUIDE**  
**2017-2018**

## EDUCATIONAL SERVICE UNIT 2 – REFERENCE GUIDE

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## EDUCATIONAL SERVICE UNIT 2 – REFERENCE GUIDE

### Introduction

This team member manual is intended to be an informative guide to ESU 2 policies, procedures, and benefits. This is not intended to be all encompassing. ESU 2 is proud of our team and we have developed regulations to reflect our commitment to treating everyone fairly. If you should have any questions, please ask your immediate supervisor or the Unit Administrator.

This manual is not a contract of employment. Nothing contained in this manual or any other ESU 2 statement of philosophy, including oral statements, should be considered a promise of continuing employment. Further, this manual is not intended to be all encompassing. Professional judgement is required; however, if you have questions, do not hesitate to ask.

Circumstances may arise in which the ESU Board and/or Administrator determines that changes are required in this manual. For this reason, ESU 2 reserves the right, at any time, to modify, rescind, or supplement any or all of the policies, procedures, or benefits explained herein and, as soon as possible, you will receive notice of any such changes.

Acknowledgement Team members are expected to read this manual and sign a digital Acknowledgment Form indicating that a copy of the manual was received and understood. (see page 15)

Administration Authorization The Unit Administrator is the official authorized agent to the Board and is the only person authorized to sign contracts that obligates funds of the Unit or its personnel.

Billings All bills to schools for services, materials, etc. shall be made on forms provided; completed by the appropriate department, and shall have approval of the Administrator. A copy of the billing form must be received by the Business Office. Also, all funds received shall be channeled to the Business Office.

Purchases All purchases must be submitted using the e-Req. Program and authorized by the Unit Administrator prior to purchase. All incoming items shall be channeled to each department, where items are inventoried and compared to the purchase order. All unauthorized purchases shall become the financial responsibility of the person making them. **Team members may not purchase personal items using ESU 2 accounts or credit cards.**

Reimbursement At times team members may request reimbursement for an item purchased or possibly a meal. Due to strict restrictions by the IRS, your cooperation regarding reimbursement is a must. 1) Unit Administrator or supervisor approval, 2) under no circumstances will the Unit reimburse for sales tax, 3) meals may only be reimbursed for overnight stays unless other arrangements have been made.

Travel/Lodging Travel and lodging for meetings, in-services, workshops, etc. must be authorized by the immediate supervisor **and** Unit Administrator. Prevalent practice is: departure times earlier than 6:00 a.m. on the day of the scheduled event will result in lodging for the previous evening. In cases of inclement weather or other circumstances special arrangements will be considered. **All lodging arrangements for ESU business should be made through the Business Office.**

Equal Employment Opportunity Educational Service Unit 2 does not discriminate on the basis of race, color, national origin, gender, marital status, sexual orientation, disability, or age in admission or access to, or treatment of employment, in its programs and activities. The ESU Business Office has been designated to handle complaints, grievances, or the application of these policies of nondiscrimination.

Employment The Administrator shall interview candidates and recommend appointments to the Board. The determination of salary shall be the responsibility of the Administrator working within guidelines established by the Board. Contracts shall be drawn and mailed from the Administrator's Office; however, all contracts shall be contingent upon approval by the Board.

Resignations It is the expectation of the Administrator to receive a resignation letter as soon as possible. This ensures ample time to locate a replacement. The date of May 15<sup>th</sup> annually has been set as a deadline for resignations; individual situations will be considered according to policy. Team members leaving employment shall repay any overpayments of salary, benefits, etc.

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Transfers Should a transfer of position be requested, the team member must first discuss this transfer with the immediate supervisor. Transfers will be granted based on the best interest for ESU 2.

Payroll Team members are paid by direct deposit by the 25<sup>th</sup> of the month. A monthly pay statement will be sent to each team member electronically via the ESU 2 email account. Reimbursement to team members for expenses will be included with direct deposits.

Change Of Circumstances Notifying the ESU 2 Business Office of “life changing events” such as number of dependents for income tax purposes, address or phone number changes, marital status changes, change in bank accounts, etc. is the responsibility of the team member. Your help in providing this information speeds up any changes necessary for the Business Office.

Garnishments Now and then the Business Office is saddled with additional work related to a team member’s financial situation. A small fee, paid by the team member, will be assessed for such work.

Harassment The ESU is committed to offering employment and educational opportunity to its team members and school students, in a climate free of discrimination and/or harassment. ESU team members are to report any/all concerns to the liaison so the ESU may take reasonable measures to address the matter in an appropriate manner. Liaison Person – Dee Wasenius

Facility Use ESU facility use such as the conference or distance learning rooms is to be scheduled with and approved by the Administrative Office. Trouble with building, grounds, or utilities is to be reported to the Administrative Office. Problems with the internet and distance learning are to be reported directly to the Technology Department.

Team Members using the Conference Room and Board Room/Distance Learning Room will be responsible for placing the room back to its normal condition. For non-ESU events, a small rental fee may be assessed per policy.

Equipment Team members are responsible for appropriate use of Unit material, tests/protocols, and equipment. Abuse or loss of above listed items will be grounds for disciplinary action up to and including termination, total restitution for item(s) lost, and/or the reimbursement of the Unit insurance deductible.

Inventory Inventory forms are required for purchases or items with a value above \$500. The master inventory file is retained in the Business Office.

**No item will be disposed of, without prior approval of the Unit Administrator.**

Safety Team members should note safety plans such as tornado areas or fire procedures. All safety concerns are to be referred to the Business Office or reported at a Safety Committee meeting.

Housekeeping It is our intent to keep the interior of our building as professional and neat as possible. Walls that are painted should not have materials attached to them with scotch tape nor with thumbtacks. Attention should be given to keeping desks and offices in a neat and orderly manner. All refuse materials are to be placed in garbage containers.

Parking Please park only within areas designated with parking stripes. Please do not park in the stall designated for our guests with a disability.

Keys & Security Codes Building keys and security codes will be issued only to those who use the building regularly. Keys are subject to recall during non-contracted periods and should be turned in to the Business Manager at the end of each school year or when applicable.

Smoking ESU 2 is a smoke-free facility. Team members are asked to inform visitors that the smoking area is outside on the sidewalk west of the parking lot.

Policy Manual A copy of the ESU 2 policy manual is available in the Business Office. Team members with questions should discuss this first with their immediate supervisor. If questions still arise, please talk with the Unit Administrator.

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Notices Employment related information (i.e. Fair Labor Standards Act, Family Medical Leave Act) is posted in the kitchen area. Notices of meetings and minutes of the ESU 2 Board meetings are posted on the ESU 2 website.

Information Items & Press Releases All information provided by team members to the media, area schools, and members of the ESU 2 Board shall be cleared with the Administrator prior to release.

Fees ESU 2 team members will **NOT** charge nor collect fees from students. Unit policy states that the ESU may contract services to schools; however, no fee will be charged directly to students.

Schedules Team members who are working regularly in the ESU area schools should have their schedules developed as soon as possible, with copies of the schedule provided to the appropriate immediate supervisor. Should changes be required, please update the schedule.

Telephones ESU telephones are for business use only.

Employee Dress & IDs All team members are expected to dress appropriately when representing the Unit. This appropriate attire can be classified as "professional or business casual." In addition, a Photo ID is required when working in schools.

Drugs/Alcohol All team members are expected to conduct themselves in a professional manner. Drug or alcohol use is unacceptable in the workplace. For your convenience, Policy 5700 follows and will be executed upon your signature of the Acknowledgment Form.

PERSONNEL 5700 Drug Free Policy

Educational Service Unit 2 is committed to providing an employment environment that is safe and provides appropriate motivation to ensure a creative and productive work force. To this end, ESU 2 unequivocally endorses the philosophy that the workplace should be free from the detrimental effects of illicit drugs and alcohol.

It is unlawful and, therefore, absolutely prohibited for any employee of ESU 2 to engage in the unlawful possession, use, or distribution of illicit drugs and alcohol on ESU 2 premises, the schools that it serves, or as a part of any school or unit activities.

### DEFINITIONS

As in ESU 2 policy, prohibition against the unlawful possession, use, or distribution of illicit drugs and alcohol on ESU 2 or school premises or as a part of ESU 2 or school activities shall mean:

1. The possession, use, or distribution of any substance which is declared by the State of Nebraska or any other applicable law to be an illicit substance.
2. The possession, use, or distribution of alcohol on ESU 2 or school premises or as a part of any ESU 2 or school activities.

"ESU 2 premises" and "school premises" shall be synonymous and shall mean any property whether owned, leased, or in other manner under the control of the ESU 2 Board or the Board of a School District.

As used herein, the phrase "as a part of any ESU 2 or school activities" shall mean any activity or enterprise carried out in whole or in part under the auspices of ESU 2 or the school district. Unit activities is not meant to include activities such as local, state, or national meetings, or conferences which Unit employees may attend.

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### PROCEDURES

Each employee will acknowledge receipt of this policy and will sign such form acknowledging receipt and acknowledging the ESU's policy of absolutely prohibiting conduct as set forth in this policy, and further acknowledging that serious sanctions can and will be taken against an employee, including termination of employment and referral for prosecution for any failure to comply with the above-stated standards of conduct and further acknowledging that such compliance is mandatory, and further acknowledging that this policy is adopted pursuant to P.L. 101-226, 34 C.F.R., Part 86, and other applicable statutes, and will further acknowledge that failure to comply with such federal requirements may put the ESU's receipt of federal funds in jeopardy.

In the event the employee does not understand the terms and conditions of this policy, it shall be the duty of the employee to ask for such points of clarification of the Unit Administrator at the time this policy is distributed to the employee. If no question is directed to the Unit Administrator it shall be the legal position of the ESU to presume that the employee has understood and will abide by this policy.

In the event of any non-compliance by any employee with this policy, it shall be the duty of the Unit Administrator to inform any employee not in compliance about any drug and alcohol counseling and rehabilitation and re-entry programs that are available to employees within the vicinity of ESU 2. If no such programs are available, then other programs in the State of Nebraska shall be made known.

Sanctions which may be taken against an employee for non-compliance with this policy may be any one or more of the following with regard to continued employment. Further, any sanction which requires a cost shall be at the expense of the employee. Sanctions may include:

An oral or written reprimand	Referral for criminal prosecution
Suspension with or without pay	Mandatory enrollment in in or out patient care
Termination of employment	Mandatory enrollment in any training programs

Disciplinary action sought to be imposed by the Unit Administrator shall be carried out in accordance with the established policies of the Unit. However, nothing in this policy shall be construed beyond that required by law and the manner in which each case shall be handled shall be at the sole discretion of the Unit Administrator.

Conviction of an employee of the Unit of any criminal statute relating to the unlawful use, possession, or distribution, of any controlled substance or alcohol, may result in disciplinary action. When such conviction shall come to the attention of the Unit Administrator or other official of the Unit, any employee convicted as described may be disciplined in any manner provided by statute, the contract of the employee, any existing policy of the Unit or any other applicable body of law. "Applicable body of law" shall mean, but shall not be limited to, state and federal statutes, state and federal regulations, and any applicable case law. As an alternative to discipline or as a concurrent requirement to disciplinary action the Unit Administrator may require the employee to successfully finish a drug abuse program. "Drug abuse program" shall mean a program sponsored by an approved institution.

The Administrator may require the employee to provide the Administrator written documentation satisfactory to the Administrator that the employee has successfully finished such program. If aftercare is recommended by such institution, then the Administrator may require the employee to enroll in such aftercare program and to participate in a manner satisfactory to the provider of such aftercare program. The Administrator may require ongoing reporting of such participation.

It shall be the policy of the Unit to require an employee who has been charged or convicted of a violation of any statute as hereinabove referred to in this policy to report such charge or conviction to the Administrator. Any information received pursuant to this policy may be used in any lawful manner. Any employee having concerns about an admission hereunder constituting self-incrimination shall bear the burden of seeking his or her own legal advice regarding any such potential self-incrimination.

It shall be the policy of ESU 2 to review its entire program pertaining to the prevention of the use of illicit drugs and the abuse of alcohol by employees as deemed needed. The Unit Administrator shall undertake such study as is deemed appropriate to determine whether the program of the Unit is

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accomplishing its intended goals. If the Unit Administrator determines that changes are necessary or desirable in the program, the Unit Administrator shall present to the Board such changes.

It shall be the policy of ESU 2 to require the Administrator to keep a statistical report of all violations of the Unit's policies and programs prohibiting the unlawful possession, use, or distribution of illicit drugs and alcohol by employees. The report shall consist of:

- a. The date and nature of any incidents of non-compliance
- b. The sanction carried out against any such person in violation of such policies
- c. A description of any voluntary or involuntary treatment or counseling undertaken.

Technical Redundancy Saving work material and data is of the utmost importance. Team members are expected to "back up" all work related material and data with the Unit. The following has been provided:

Mac Computers - A mounted folder on the desktop      PC Computers – A network drive

Should you have any questions, please contact the Technology Department.

Internet Safety Safety via technology is an ongoing concern, for your convenience, Policy 6710 which covers Internet Safety follows and will be executed upon your signature of the Acknowledgment Form.

### PERSONNEL Internet Safety Policy 6710

It is the policy of Educational Service Unit 2 to comply with the Children's Internet Protection Act (CIPA). With respect to the ESU's computer network, the ESU shall: (a) prevent user access to, or transmission of, inappropriate material via Internet, electronic mail, or other forms of direct electronic communications; (b) provide for the safety and security of minors when using electronic mail, chat rooms, and other forms of direct electronic communications; (c) prevent unauthorized access, including so-called "hacking," and other unlawful activities online; (d) prevent unauthorized online disclosure, use, or dissemination of personal identification information of minors; and (e) implement measures designed to restrict minors' access to materials (visual or non-visual) that are harmful.

### DEFINITIONS

Key terms are as defined in CIPA. "Inappropriate material" for purposes of this policy includes material that is obscene, child pornography, or harmful to minors. The term "harmful to minors" means any picture, image, graphic image file, or other visual depiction that: (1) taken as a whole and with respect to minors, appeals to a prurient interest in nudity, sex, or excretion; (2) depicts, describes, or represents, in an offensive way with respect to what is suitable for minors, an actual or simulated actual or simulated sexual act or contact or a lewd exhibition of the genitals; and (3) taken as a whole, lacks serious literary, artistic, political, or scientific value as to minors.

Access to Inappropriate Material. To the extent practical, technology protection measures (or "Internet filters") shall be used to block or filter Internet, or other forms of electronic communications, access to inappropriate information. Specifically, as required by the CIPA, blocking shall be applied to visual depictions of material deemed obscene or child pornography, or to any material deemed harmful to minors. Subject to staff supervision, technology protection measures may be disabled or, in the case of minors, minimized only for bona fide research or other lawful purposes.

Inappropriate Network Usage. To the extent practical, steps shall be taken to promote the safety and security of users of the ESU's online computer network when using electronic mail, chat rooms, instant messaging, and other forms of direct electronic communications. Specifically, as required by CIPA, prevention of inappropriate network usage includes: (a) unauthorized access, including so-called 'hacking,' and other unlawful activities; and (b) unauthorized disclosure, use, and dissemination of personal identification information.

Supervision and Monitoring. It shall be the responsibility of all members of the ESU staff to supervise and monitor usage of the online computer network and access to the Internet in accordance with this policy and CIPA. Procedures for the disabling or otherwise modifying any technology protection measures shall be the responsibility of the Administrator or designees.

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Social Networking. Personnel shall be educated about appropriate online behavior, including interacting with others on social networking websites and in chat rooms, and cyberbullying awareness and response. The plan shall be for all students to be provided education on these subjects. The Administrator or the Administrator's designee shall be responsible for identifying educational materials, lessons, and/or programs suitable for the age and maturity level of the students and for ensuring the delivery of such materials, lessons, and/or programs to students.

Computer Acceptable Use Policy. This Policy applies to all technology resources of the ESU or made available by the ESU. Technology resources include, without limitation, computers and related technology equipment, all forms of e-mail and electronic communications, and the internet.

Access. Use of the ESU technology resources is a privilege and not a right. The technology resources are not a public forum. The ESU reserves the right to restrict any communications and to remove communications that have been posted.

Acceptable Uses. The technology resources are to be used for the limited purpose of advancing the ESU's mission. The technology resources are to be used, in general, for educational purposes, meaning activities that are integral, immediate, and proximate to the education of students.

### Unacceptable Uses.

The following are unacceptable uses of the technology resources:

- a. Personal Gain: Technology resources for personal financial gain is prohibited, other than in accordance with prescribed constitutional, statutory, and regulatory procedures, other than compensation provided by law.
- b. Personal Matters: Technology resources shall not be used, and no person shall authorize its use, for personal matters; such as searching for or ordering non-school items; or sending an e-mail related to one's own private business.
- c. Occasional use that the Administrator or designee determines to ultimately facilitate the mission of the ESU is not prohibited by this provision. For example, anything not directly related to their job during duty time.
- d. Campaigning: Technology resources shall not be used, and no person shall authorize its use, for the purpose of campaigning for or against the nomination or election of a candidate or the qualification, passage, or defeat of a ballot question.
- e. Technology-Related Limitations: Technology resources shall not be used in any manner which impairs its effective operations or the rights of other technology users. Without limitation, the follow shall apply:
  1. Users shall not use another person's name, log-on, password, or files for any reason, or allow others to - (except for authorized staff members).
  2. Users shall not erase, remake, or make unusable another person's computer, information, files, programs or disks.
  3. Users shall not access resources not specifically granted to the user or engage in electronic trespassing; such as "hacking" to gain unauthorized access to the operating system or access to the system of other users.
  4. Users shall not copy, change, or transfer any software without permission from the network administrators. This includes all copyright laws or software licensing.
  5. Users shall not write, produce, generate, copy, propagate, or attempt to introduce any computer code designed to self-replicate, damage, or otherwise hinder the performance of any computer's memory, file system, or software. Such software is often called a bug, virus, worm, or Trojan horse.
  6. Users shall not engage in any form of vandalism of the technology resources.
  7. Users shall not engage in harassment or discrimination, such as sending e-mails that contain sexual jokes or images.
  8. Users shall follow the generally accepted rules of network etiquette, which prohibits all illegal activity such as gambling. The Unit Administrator may further define such etiquette.

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9. Users shall not engage in violations of ethical standards or performance, such as sending e-mails that are threatening or offensive or which contain abusive language; use or send messages on e-mails that may imply that the ESU is supportive of a particular religion or religious belief, a political candidate or issue; or send e-mails that divulge protected confidential student information.
10. Users shall not engage in private communication with a student or encourage the violation of any student conduct rule.

Disclaimer. The technology resources are supplied on an “as is, as available” basis. The ESU does not imply or expressly warrant that any information accessed will be valuable or fit for a particular purpose or that the system will operate error free. The ESU is not responsible for the integrity of information accessed, or software downloaded from the Internet.

Filter. A technology protection measure is in place that blocks and/or filters access to prevent access to Internet sites that are not in accordance with policies and regulations. In addition to blocks and/or filters, the ESU may also use other technology protection measures or procedures as deemed appropriate.

Notwithstanding technology protection measures, some inappropriate material may be accessible by the Internet, including material that is illegal, defamatory, inaccurate, or potentially offensive to some people. Users accept the risk of access to such material and responsibility for promptly exiting any such material.

The technology protection measure that blocks and/or filters Internet access may be disabled only by an authorized staff member for bona fide research or educational purposes: (a) who has successfully completed ESU training on proper disabling circumstances and procedures, (b) with permission of the immediate supervisor of the staff member requesting said disabling, or (c) with the permission of the Administrator. An authorized staff member may override the technology protection measure that blocks and/or filters Internet access for a minor to access a site for bona fide research or other lawful purposes provided the minor is monitored directly by an authorized staff member.

Monitoring. Use of the technology resources, including but not limited to internet sites visited and e-mail transmitted or received, is subject to monitoring by the administration at any time without notice to the users. Users have no privacy rights or expectations of privacy with regard to use of the ESU's computers or Internet system. All technology equipment shall be used under the supervision of the Administrator and the Administrator's designees.

Sanctions. Violation of the policies and procedures concerning the use of the ESU technology resources will result in disciplinary action up to and including termination.

Website Information & Calendar The ESU 2 website: <http://www.esu2.org/> is updated with information concerning ESU 2 workshops, meetings, and events. The ESU 2 Board meeting agenda and minutes are posted monthly. The ESU 2 calendar is designed to show all scheduled workshops and meetings for which ESU 2 is responsible. Each Department's Assistant normally makes requests to the Web Technician.

**Team members are expected to check the ESU 2 website and/or email weekly throughout the entire calendar year.**

Professionalism & Ethics All employees of ESU 2 are expected to conduct themselves in a professional manner. If an employee observes or has knowledge of illegal or inappropriate conduct, he/she is expected to report it to his/her immediate supervisor (and, if in a school, to the school's administration).

ESU 2 team members are to use good judgment when working with individual students so as to prevent situations that could have potential for false accusations.

Certification All certified team members shall provide the Administrator proof of proper professional certification at the beginning of the contract year.

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Evaluation of Staff Team members will be evaluated per policy with copies of said evaluations retained in the Business Office. The purpose of this evaluation is for staff growth, salary schedule advancement, and/or possible dismissal. (see Evaluation Template, page 16)

Professional Growth Certificated staff members are to complete 24 hours each six years. A list of approved activities is located in Policy 5240 the forms per policy.

**Leave The Policy Manual constitutes the written rules defining all Leaves. Policies 5400 and 5480**

Harris Time Attendance – 30 minute increments

Professional Professional Leave is often necessary for team members. Requests should be completed at least 2 weeks in advance via the Harris Time Clock. The Unit Administrator will have final approval on all requests. **It is mandatory to receive approval prior to registering or attending any event.**

Personal Personal Leave days are not vacation time and will not be granted at the beginning or end of a contract period. Full time employees will be granted two (2) days per year accrue to four (4), part time employees' leave will be pro-rated based on Administrator approval. Personal Leave has no cash value.

**Any team member taking “unapproved” leave days (for whatever reason) may consider these to be unpaid and un-reimbursed days.**

Bereavement Team members may use up to five (5) days of bereavement leave per year for deaths in their family or personal friend. Team members must submit a leave request via the Harris Time Clock. Additional bereavement days (beyond the five days allowed) must be approved and may be charged as a sick, personal, or unpaid leave. Unused bereavement days are not carried over from one year to the next.

Vacation 12 month (245 day or more) contracted and classified team members receive Vacation Leave based on Policy 5450. Should questions arise about Vacation Leave, contact the Unit Administrator.

Illness Absence because of illness must be reported via the Harris Time Clock upon your return. Please call the ESU 2 Administrative Office as soon as possible when you know that you are not going to be able to work. If you need to call prior to 7:30 a.m., email Dee ([dwasenius@esu2.org](mailto:dwasenius@esu2.org)) and your immediate supervisor will be notified. If you are assigned to an ESU area school, you are responsible to inform the school of the absence as well.

Sick Leave Team Members earn 1 day of sick leave per contract month (prorated for part-time), accumulative to 60 days. A Sick Leave Bank is available via Policy and the Negotiated Agreement. When necessary to take time off for medical appointments, approval, via the Harris Time Clock, must be received from your Immediate supervisor. Sick leave is charged in 30 minute increments.

Injuries All “on the job” injuries are to be reported to the ESU 2 Business Office immediately. You will be required to complete an injury form with the Business Office promptly.

Comp Time All ESU 2 employees are expected to work and complete the assigned job. Comp Time, Flex Time, or any other deviation from the expected outcome of completing one's job is prohibited.

External Visitation Teams The following guidelines will apply:

- 1) If asked by one of the ESU 2 schools to serve as an External Team Leader, please decline since this would be a conflict of interest. Please offer to assist in scheduling an External Team Leader from another ESU. Otherwise:
  - a) Prior approval from the Unit Administrator is required.
  - b) Limit of two (2) visits per year to other ESUs or schools outside ESU 2.
  - c) With regard to certified staff serving special education or have counseling caseloads, due to the time and contract commitment to students and schools, serving as an external visitation member will not be allowed unless under special circumstances.

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Calendar Each year, a calendar is prepared which specifies those dates the office will be open or closed. All team members will follow this schedule except for those persons whose daily schedule serves a specific school. Those persons serving one school only will follow the schedule of that school. Contracted team members work the number of days employed to receive their contracted salary. Please provide your immediate supervisor with a calendar to ensure correct employment.

Snow Days There are times when a decision must be made as to whether or not it is feasible for the ESU Office to be open and the provision of professional services to our schools be provided. ESU Office personnel should not try to come in to the office when notice is given that the ESU 2 Office is closed. On days when it becomes necessary to curtail services because of weather conditions, the Unit Administrator will notify team members via the phone alert system.

Our policy regarding "snow days" will be that "School Based Team Members" should listen for closings of schools being served. If those schools are open and it is possible to reach that school, then it should be served. When a school is open and the ESU staff member is scheduled, but the ESU staff member feels that it is not feasible for him/her to reach that school because of road conditions, it will be the responsibility of the team member to notify that school as early as possible. Notification not to serve a school should also be made to the ESU Office within a reasonable time. In this type of situation, the team member will be charged a day of leave (Personal and/or Vacation depending on contract). If neither leave is available, a day without pay will be charged.

**There may be times when the schools being served may be closed but the Unit Office is open.** If conditions are such that the schools served are closed, one would not be expected to work that day. Your immediate supervisor should be informed if these conditions occur. **(Note: If days are made up, the expectation is to provide service to these schools on those makeup days.)**

If "Office Based Staff" believe it is not prudent to drive from home, you should notify the ESU Office as soon as possible. In this situation, a day of leave (Personal or Vacation) will be charged. If neither leave is available, a day without pay will be charged.

Meetings All team members are expected to be in attendance at all ESU 2 general and/or department meetings. If impossible to attend, it is the team member's responsibility to notify their immediate supervisor or Unit Administrator and be aware of information disseminated. Monthly meetings are scheduled for Office Based Team members. Each member is encouraged to attend. For those team members assigned to buildings, plan to attend all meetings pertinent to the building.

Safety Plans Those working in schools are to be familiar with each school building's safety plans.

Business Hours Team members should plan to work the same hours as do the teachers in the school being served. If a school requests that time be logged, the team member will comply with that request.

If a team member is working at the Unit, they will be expected to follow the office hours of the Unit. The hours are 8:00 a.m. to 4:30 p.m. Monday through Thursday and 8:00 a.m. to 4:00 p.m. Friday; unless special arrangements are made. When it is necessary to arrive late or leave early, permission should be received from your immediate supervisor; if unavailable please contact the Business Office. After Memorial Day through August 1 - summer hours apply and are 8:00 a.m.- 4:00 p.m. daily.

Time Clock Classified (hourly) employees are to "clock-in" no earlier than 10 minutes prior to the start of the workday and are to "clock-out" no later than 10 minutes after the end of the workday. Also, they are to "clock-out" and "in" for lunch. The hourly workweek is Sunday - Saturday. Requests for "special adjustments" in hours must have written approval of an immediate supervisor.

### Family and Medical Leave Act (FMLA)

The Department of Labor has amended the Family and Medical Leave Act (FMLA) regulations effective, January 16, 2009. One of the changes involves the content of a notice to be given to employees concerning FMLA rights and responsibilities. The notice is to be included in the employee handbook. As such, we are providing the following information. Should you have questions, please contact the Business Office.

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### **Rights and Responsibilities under the Family and Medical Leave Act**

Leaves shall be allowed under the terms and conditions of the FMLA of 1993, as amended.

Basic Leave Entitlement. FMLA provides up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- For incapacity due to pregnancy, prenatal medical care or child birth;
- To care for your child after birth, or placement for adoption or foster care;
- To care for your dependent, who has a serious health condition; or
- For a serious health condition that makes you unable to perform your job.

The “leave year” for purposes of the FMLA is a “rolling” 12-month period, measured backward from the date of any FMLA leave usage.

Military Leave Entitlement. Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying events. Qualifying events may include attending certain military events, arranging alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration events. FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a 12-month period. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred on active duty that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

Benefits and Protections. During FMLA leave, your health coverage under a "group health plan" will be maintained on the same terms as if you had continued work. Upon return from FMLA leave, employees are restored to an equivalent position with equivalent pay, benefits, and other employment terms.

Your use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of your FMLA leave.

Eligibility Requirements. You are eligible if you have been employed with ESU 2 for at least one year, for 1,250 hours over the previous 12 months, and if there are at least 50 employees of ESU 2 within 75 miles of your work location.

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

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

Use of Leave. You do not need to use FMLA leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. You must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the ESU's operations. Leave may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave. You may choose or ESU 2 may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, you must comply with the ESU's normal paid leave policies.

Employee Responsibilities. You must provide sufficient information for the ESU to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that you are unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances

## EDUCATIONAL SERVICE UNIT 2 – REFERENCE GUIDE

supporting the need for military family leave. You also must inform the ESU if the requested leave is for a reason for which FMLA leave was previously taken or certified. You also may be required to provide a certification and periodic recertification supporting the need for leave.

Employer Responsibilities. The ESU must inform employees requesting leave, their eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the ESU must provide a reason for the ineligibility. The ESU must inform employees of how the leave will be designated. If leave is protected the amount of leave counted against the employee's leave entitlement must be shared.

Unlawful Acts by Employers. FMLA makes it unlawful for any employer to:

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

Enforcement. An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer. FMLA does not affect any law prohibiting discrimination, or supersede any state or local law or collective bargaining agreement which provides greater family or medical leave rights.

For additional information contact: [www.wagehour.dol.gov](http://www.wagehour.dol.gov); or call 1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627. To submit a request for use of FMLA, or to make arrangements for payment of benefits while on an FMLA leave, contact the Business Office at (402) 721-7710.

Transportation Team members will NOT provide transportation to school students.

Driver's License A current copy of all driver's licenses shall be provided to the Business Office.

### Mileage Reimbursement for Team Members

Itinerant team members provide contracted services to school districts or agencies and are required to travel from site to site to perform assigned duties.

Non-Itinerant team members provide non-contracted services and/or complete most assigned duties from a central home base site such as the ESU 2 building.

### Mileage Compensation:

Itinerant team members will be compensated for mileage related to the performance of assigned duties at the state approved rate. Mileage claims shall be submitted on the prescribed form to the Administrative Office by the 30<sup>th</sup> of each month.

Non-Itinerant team members are compensated for mileage related to the performance of assigned duties. The mileage rate will be determined by the state approved rate. (Business Mileage)

Non-Itinerant team members do not receive Commuter Mileage, defined above for any reason.

### Commuter/Business

The following describes the two types of compensation:

- 1) Commuter Mileage is defined as taxable mileage reimbursement added to an employee's monthly salary. Taxable mileage includes the mileage between an employee's home or nearest ESU 2 boundary to the first assigned site of the day (less 10 miles). At the conclusion of the workday, the same definition, in reverse, will be used.
- 2) Business Mileage is defined as non-taxable mileage between an employee's assigned worksite to any subsequent assignment(s) during the workday.

### Reimbursement of Mileage

Commuter Mileage and Business Mileage will be included with the monthly payroll.

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Computation of Itinerant Travel Compensation: Team members residing within the ESU 2 area:

- 1) Compensation will begin on the 11<sup>th</sup> mile from home to the first daily assignment. If mileage from home to the first assignment is less than 10 miles, no reimbursement will be made. The same process, in reverse, will be implemented when traveling home from the last assignment of the day. (Commuter Mileage)
- 2) Staff will be compensated for all miles driven from their first daily assignment to any subsequent assignments during the day. (Business Mileage)

Team members residing outside the ESU 2 area:

- 1) Compensation will begin on the 11<sup>th</sup> mile from the assigned “home base” (as determined by the Unit Administrator) within the nearest ESU 2 boundary. The same process in reverse will be implemented when traveling home from the last assignment of the day. (Commuter Mileage)
- 2) Team members will be compensated for all miles driven from their first daily assignment to any subsequent assignment during the day. (Business Mileage)

Computation of Non-service Related Travel Compensation:

Mileage incurred outside the normal scope or assignment will be considered Business mileage.

- 1) Team members attending training, workshops, in-services, professional staff development, etc. outside the assigned daily worksites and/or ESU 2 building will be considered business mileage. Staff will compute mileage from the point of departure and to the point of return for business related travel and reimbursement. The point of departure and point of return could be an employee’s home or assigned school.
- 2) Team members attending all team meetings, department meetings, etc. within the ESU 2 building for a full workday will be considered Commuter Mileage.
- 3) Team members attending all team meetings, department meetings, etc. within the ESU 2 building for a portion of the workday will be compensated as follows:
  - A) Reimbursement will be rated Commuter Mileage when traveling to or from the ESU 2 building to an employee’s home or assigned “home base.”
  - B) Reimbursement will be rated Business Mileage when traveling to or from the ESU 2 building to the employee’s assigned work site.

Computation of Non-Itinerant Travel Compensation

Meetings Outside the ESU 2 Area:

Non-Itinerant team members attending approved meetings outside the ESU 2 area will be reimbursed from the point of departure and to the point of return. The point of departure and/or point of return could be home or the ESU 2 building.

Meetings Within the ESU 2 Area:

No reimbursement is allowed for meetings at the ESU 2 building.

Meetings within the ESU 2 Area will receive business mileage to/from the ESU 2 building to a facility within the ESU 2 Service Area. When traveling to/from home to a site within the ESU 2 Service Area, staff will receive business mileage reimbursement minus the home travel mileage.

Evaluation Template On the back pages, please find an abridged version of the approved Evaluation Templates for Certified and Classified Team Members.

**Educational Service Unit 2  
ACKNOWLEDGEMENT FORM**

The completion of this form indicates your receipt and understanding of the ESU 2 Team Member Reference Guide or Handbook. Should you have any questions regarding this Handbook or the ESU rules, regulations, procedures, or policies, please contact the ESU Administrative Office.

The following statements are affixed upon your signature. Should you wish to make a copy of this form, please do so for your records.

- This Handbook supersedes any prior versions and you agree to comply with the rules, regulations, procedures, and policies outlined within.
- Nothing in the Handbook, in any way, creates an expressed or implied contract of employment.
- Upon termination of employment, for any reason, all ESU 2 materials, property, and equipment issued must be returned.
- Any money that may be owed must be reimbursed and agree that upon my failure to promptly reimburse ESU 2; a withholding of corresponding amounts from my final paycheck may occur.
- Possession, use, manufacturing, or distribution of illicit drugs is absolutely prohibited. (Policy 5700 Drugs/Alcohol)
- All electronic communication systems and all information transmitted by, received from, or stored in the systems are the property of ESU 2. (Policy 6710 Internet Safety and Acceptable Use)
- The ESU systems, including the Internet are to be used solely for job-related purposes and not for personal purposes; there is no expectation of privacy in connection with the use of this equipment or with the transmission, receipt, or storage of information.
- Acknowledge and consent to ESU 2 monitoring the use of this equipment at any time at its discretion. Such monitoring may include the printing and reading of all email entering, leaving, or stored in the systems and/or reviewing Internet web pages visited in the course of business.
- Compliance with the rules, regulations, procedures, and policies outlined is mandatory. Failure to comply with these expectations may be grounds for disciplinary sanctions up to and including termination of employment.

For convenience, a Google Form has been created which requires you to enter your name and agree that this Reference Guide has been read and understood. Please understand that completion of this form is binding regarding ESU 2 employment. **The form should be completed each year no later than the last Monday of August.**

<https://docs.google.com/forms/d/1nbLqs-BRt4Ehqm4vQXdgZlDsZSxls0E-uxR7blgLyq8/viewform>

# Evaluation Form

## Educational Service Unit #2

Draft - 11/16

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

Date: \_\_\_\_\_

Position: \_\_\_\_\_

Evaluator: \_\_\_\_\_

The purpose of this form is to consolidate the necessary evaluation documentation for all ESU 2 team members. This documentation may be used to determine employment status with the Unit, including possible wage increases and/or the continuation of employment.

Further, this documentation along with a Professional Growth Goal and Reflection may be used to assist in the development of any employee. This growth model may also be used for possible wage increases and/or the continuation of employment.

The descriptors of each characteristic are for example purposes and not to be considered all inclusive.

### Professionalism

\_\_\_\_\_ **Appearance**

*(professional appearance is a judgment based on a conservative interpretation)*

\_\_\_\_\_ **Behavior**

*(includes: attendance and punctuality, communication with others, and following instructions)*

\_\_\_\_\_ **Confidentiality**

*(respecting the limited sharing of student and organizational information; written and/or spoken)*

Strengths:

Challenges:

### Planning & Organization

\_\_\_\_\_ **Accuracy**

*(appropriate recording and reporting of information)*

\_\_\_\_\_ **Timeliness**

*(includes the completion of assignments and meeting deadlines)*

\_\_\_\_\_ **Preparedness**

*(includes short term and long term planning)*

Strengths:

Challenges:

### Commitment to Quality Service

\_\_\_\_\_ **Content Knowledge**

*(includes knowledge of work being completed, the use of technology, and the willingness to gain content knowledge)*

\_\_\_\_\_ **Delivery of Service**

*(building and maintaining of relationships and carrying out the essential functions of one's job)*

Strengths:

Challenges:

# Evaluation Form

## Educational Service Unit #2

Draft - 11/16

### Perceptions of those served

*(based on input from districts, personnel, and/or students served)*

Strengths:

Challenges:

### Professional Growth Reflection

*(effort to be made to assist each team member set a goal to grow professional)*

Goal:

Evidence of Performance:

1)

2)

3)

Follow-up Measures:

Team member signature indicates that this material has been discussed, not necessarily agreement. A rebuttal document may be completed within the next seven (7) days and will be placed in the appropriate personnel file.

\_\_\_\_\_  
Signature – evaluator

Date \_\_\_\_\_

\_\_\_\_\_  
Signature – team member

Date \_\_\_\_\_