

Eureka U.S.D. # 389

Classified Employee Handbook 2016 - 2017

Absences of Classified Personnel

The Fair Labor Standards Act covers classified personnel and pay is based on a contracted, hourly wage rate.

Any or all substitutes will be required to sign in at each respective building and will be paid by USD 389. Absences of classified personnel should be reported to the respective building at the time and in the manner indicated for certified personnel.

Accidents

Notice of Accident All job related injuries are to be reported to your supervisor/director/administrator within 24 hours of the accident. These reports are to be forwarded to the Central Office. The report of injury is to be claimed within ten (10) days of the accident or workers compensation claim is barred.

Activity Pass

The Board shall provide each classified employee with a pass to district sponsored activities with the exception of specified athletic tournaments and KSHSAA sponsored events. The pass issued will allow spouse and children under the age of 18 into the activities. The pass will be reissued annually.

Anniversary Date

The anniversary date for all classified employees shall be July 1 of each year. The anniversary date is the date by which all vacation and personal days accumulated must be used or forfeited. Any salary changes become effective on the anniversary date for full time employees.

Annual Orientation Meeting

A one-day workshop may be held each year to coordinate work between schools and the central office and to review board policies and rules applicable to classified employees of USD 389.

Assignment and Transfers

The superintendent shall make classified personnel assignments after consideration of 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 the next regular board meeting.

Classified Employee Benefits

Paid Holidays The nine (9) month, classified employees will receive the following paid holidays per school year, unless school is in session: Labor Day, Thanksgiving Day, Thanksgiving Friday, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, and Good Friday. The ten (10) month, classified employees will receive the following paid holiday per school year, unless school is in session: Labor Day, Thanksgiving Day, Thanksgiving Friday, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Good Friday, and Memorial Day. The twelve (12) month employees will receive the following paid holiday per school year, unless school is in session: Labor Day, Thanksgiving Day, Thanksgiving Friday, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Good Friday, Memorial Day, and Independence Day.

Vacation Full time (12 month) classified employees will receive ten (10) days paid vacation per school year until five (5) years complete and fifteen (15) days after five (5) years complete. Vacation will be granted based on the employee's contract and normal workweek. Vacation days should be used within the school year earned. Employees must complete one (1) full year before eligible for vacation. Vacation days must be pre-approved by the employee's supervisor.

Personal Days Classified employees will receive up to two (2) paid personal days per school year until three (3) years complete and three (3) paid personal days per school year after three (3) years complete. Personal days may be used at the discretion of the employee to conduct personal business, except on days immediately before or after a Board adopted non-working day for the employee, except in cases of emergency when authorized by the Administration. Requests for personal days must be made to the immediate supervisor at least 48 hours prior to the anticipated day of absence, except in case of emergency. Personal days will be granted based on the employee's contract and normal workweek. Personal days not used within the school year earned can be carried forward the following year as sick leave days or may be accumulated up to a maximum of six (6) personal days. No more than three (3) consecutive personal days may be used at a time.

Sick Leave Full time (12 month) classified employees shall be granted up to twelve (12) days sick leave per school year, accumulative to ninety (90) days. Part time (9 and 10 month) classified employees shall be granted up to ten (10) days leave per year, accumulative to ninety (90) days. Sick leave will be granted based on the employee's contract and normal workweek. Leave shall be without loss of pay and may be used for the following: personal illness of employee and/or any member of the employee's immediate family. Immediate family shall include spouse, mother, father, sister, brother, daughter, son, grandparents, grandchildren, mother-in-law, father-in-law, sister-in-law, brother-in-law, or any individual who makes their home permanently in the household of the classified employee.

The Board shall pay each full time classified employee leaving the district through resignation or retirement, after five (5) years of service, the sum of \$10.00 per day for all their accumulated sick leave days.

Employees who are out of work due to illness or family illness for three (3) or more consecutive days will **be required to have a doctor's note.**

Sick Bank Classified employees who have been employed with the district for three (3) or more years and have a minimum of 20 accumulated sick days may apply to the sick bank for additional sick days as needed for long-term illness.

Bereavement Leave Classified employees will be granted three (3) bereavement leave days per school year for death of immediate family (includes same as listed in sick leave). One (1) bereavement day per year may be used to attend a funeral of an individual other than a member of the immediate family.

Fringe Benefit All classified employees who are hired after July 1, 1991, must elect to enroll in at least a single membership in the school district's health insurance plan to receive the fringe benefit.

Classified Employee Leave Benefit Summary				
	Paid Holidays	Vacation	Sick Leave	Personal Day
Full time (12 month)	10	10	12	2
		after 5 yrs 15		after 3 yrs 3
Part time (9 month)	8	no	10	2
				after 3 yrs 3
Part time (10 month)	9	no	10	2
				after 3 yrs 3

Jury Duty Employees of the school district shall be excused for jury duty with no jeopardy to their pay or employment. Under this agreement, the employee will have deducted from his/her district pay the compensation, other than mileage or expenses, received by said employee for jury or witness duty, when performed during time he/she would normally have been on duty of the school district.

A copy of the check or receipt must be furnished to the central office on or before the 10th of the month when the jury or witness duty occurred.

IRS 125 Cafeteria Plan/Payroll Deductions

The Board will establish a flexible benefit cafeteria plan in conformity with the provisions of Section 125 of the Internal Revenue Code. Each employee may execute a salary deduction agreement with the district, once annually, to cover the premiums of the benefit(s) selected. Once the annual selection is made the only changes allowed are for the family status changes as outlined by the IRS.

The employee may purchase any or all of the tax-exempt benefits listed by way of a salary reduction:

1. qualifying term life insurance limited to \$50,000
2. income protection plus
3. dental insurance
4. vision insurance
5. medical flexible spending account
6. dependent care flexible spending account
7. health care insurance
8. accident/cancer insurance - AFLAC
9. cancer insurance - Hartford Life, Allstate, or AIG
10. flex convenience card

In addition, the employee may select by way of salary deduction:

1. tax-sheltered annuities (TSA)

Authorization for salary deductions will be made in writing to the district's payroll clerk, after meeting with Security Benefit Representative, on or before September 15 of the contract year. Subsequent changes in tax-sheltered annuities will be allowed in compliance with current IRS regulations.

Those employed after the commencement of the first day of school will have thirty (30) days to make such authorization. The Board of Education reserves the right to review all proposals from companies not currently under contract with the district.

Computer Technology Utilization By Employees

The Eureka school district provides Internet access and computer technology resources for employee use. This document is the Acceptable Use Policy for use of the Eureka school district's computer resources. The Internet has been established for a limited

educational purpose to include classroom activities, career development, and limited high quality, self-discovery activities for students and staff. It has not been established as a public access or public forum and the Eureka school system has the right to place reasonable restrictions on the material you access or post, the training you need to have before you are allowed to use the system, and enforce all rules set forth in this policy and the laws of the state of Kansas. Further, you may not use this system for commercial purposes to offer or provide products or services through the system or use the system for political lobbying. The use of personal or private equipment to access the electronic network without prior written permission is prohibited. If permission is granted, the user waives any right to privacy, which may exist in any file, data or e-mail.

The following uses of the Eureka school district's computer resources are unacceptable:

1. Personal Safety.

- a. You will not post contact information (e.g. address, phone number) about any other person.
- b. Any contact or receipt of any message you feel uncomfortable about should report to school authorities immediately.
- c. You will not conduct live, real-time communication with others via the Internet unless it is pre-approved due to its educational benefit.

2. Illegal Activities.

- a. You will not attempt to gain unauthorized access to this or any other computer system or go beyond your authorization by entering any password other than your own, or accessing another person's files.
- b. You will not deliberately attempt to disrupt the computer system or destroy data by spreading computer virus or by other means.
- c. You will not use the Eureka school district's computer resources to engage in any other illegal act.

3. System Security.

- a. You are responsible for your individual access and should take all reasonable precautions to prevent others from being able to use it. Under no condition should you give any password or access code to another person.
- b. You will immediately notify a building administrator or the system administrator if you have identified a possible security problem. Do not look for security problems; this may be construed as an illegal attempt to gain access.
- c. You will avoid the inadvertent spread of computer viruses by not attempting to download any software on this system.
- d. You will not attempt to change the perimeters on any system in an effort to circumvent the filtering of Internet content or the desktop security measures employed to protect the system's resources from alteration.

4. Inappropriate Language.

a. On any and all uses of the Internet, and the district's computer resources, whether in application to public or private messages or material posted on the Web pages, you will not use obscene, profane, lewd, vulgar, rude, inflammatory, threatening, or disrespectful language. You will not post or retrieve information that could cause danger or disruption or engage in personal attacks, including prejudicial or discriminatory attacks. You will not harass another person by a persistent action that distresses or annoys another person and you must stop if asked to do so.

5. Respect for Privacy.

- a. You will not repost a message that was sent to you privately without permission of the person who sent you the message.
- b. You will not post private information about another person.

6. Respecting Resource Limits.

- a. You will not download extremely large e-mail files. No downloads of software or related files should be attempted.
- b. You will not post chain letters or engage in 'spamming' (that is, sending and annoying or unnecessary message to a large number of people.)
- c. You will check your e-mail (if provided) frequently, and delete unwanted messages promptly.
- d. You may subscribe to high-quality discussion group mail lists that are relevant to your education or career development.

7. Plagiarism and Copyright Infringement.

- a. You will not plagiarize words that you find on the Internet. Plagiarism is taking the ideas or writings of others and presenting them as if they were your own.
- b. You will respect the rights of copyright owners. Copyright infringement occurs when you inappropriately reproduce a work that is protected by copyright. If a work contains language that specifies appropriate use of that work, you should follow the expressed requirements. If you are unsure whether or not you can use a work, you should request permission from the copyright owner.

8. Inappropriate Access to Material.

- a. You will not use the Eureka school district's computer resources to access material that is profane or obscene (pornography) or that advocates illegal acts or violence or discrimination toward other (hate literature). A special exception may be made for specific literature if the purpose of the access is to conduct research with or for a student with advance parental knowledge.
- b. If you mistakenly access inappropriate information, you should immediately inform the district's Technology Coordinator in writing through the appropriate channels in order that this site or material can be screened and blocked if appropriate.

9. Your Rights.

- a. Free Speech. Your right to free speech applies also to your communication on the Internet. The internet is considered a limited forum and therefore the district may restrict your right to free speech for valid educational reasons.
- b. Search and Seizure. You should expect no privacy of the contents of your personal files on the district system. Routine maintenance and monitoring of the system may lead to discovery that you have violated this policy or the law. An individual search will be conducted if there is reasonable suspicion that you have violated this policy or the law. The investigation will be reasonable and related to the suspected violation. Any material in your possession will be viewed in the same context as to its appropriateness for the school setting regardless of the nature of its origin. Additional consequences for the possession of inappropriate material in the school setting may be forthcoming as well as disciplinary measures described by this policy regarding the method of its retrieval. Use of the Internet is a privilege, not a right. Individuals violating policies pertaining to standards of conduct or Internet use shall be subject to revocation of privileges and potential disciplinary and/or appropriate legal action.
- c. Enforcement. The district will cooperate fully with local, state; federal officials in any investigation related to illegal activities conducted with the use of the Eureka school district's computer resources. In the event of a claim that you have violated this policy or the law in your usage, the usual procedures according to state and federal law will be followed. Additional restrictions may be placed on your use of the district's computer resources.

The district makes no guarantee that the functions or the services provided by or through the district system will be error-free or without defect. The district will not be responsible for any damage you may suffer including, but not limited to, loss of data or interruptions of service. The district will not be responsible for financial obligations arising from your personal use of the system.

The administrative staff and/or their designees may review files and monitor all computer and Internet activity to maintain system integrity and ensure that users are acting responsibly. Privacy is not guaranteed.

Electronic footprints can be imprinted on the system whenever an action is performed. Therefore, the district has every intention of monitoring access, the type of material viewed, and the subsequent use of that material. All internet access including e-mail, can be filtered, monitored and logged when deemed appropriate by the district.

Confidentiality

Information learned at school should be handled in a confidential manner and be discussed only with appropriate school personnel. Violations of this rule, which violate the privacy rights of individuals, could result in disciplinary actions being taken against the employee, including termination.

Employees must be responsible and accountable for maintaining strict confidence with information they use or become privy to because of their jobs I understand and acknowledge that:

1. I shall respect and maintain the confidentiality of all discussions, deliberations, and any other information generated in connection with individual students or staff.
2. It is my legal and ethical responsibility to protect the privacy, confidentiality and security of all records.
3. I shall only access or disseminate student or staff information in the performance of my assigned duties and where required by or permitted by law, and in a manner which is consistent with officially adopted policies of USD 389.
4. I agree to discuss confidential information only in the context of support for individuals at the site of the crisis and to not discuss such information outside of the crisis site or within hearing of other people who do not have a need to know about the information.
5. I hereby acknowledge that I have read and understand the foregoing information and that my signature below signifies my agreement to comply with the above terms. In the event of a breach or threatened breach of the Confidentiality Agreement, acknowledge that USD 389 may, as applicable and as it deems appropriate, pursue disciplinary action.

Conflict of Interest

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

Conference Attendance

At various times classified employees may attend professional meetings or training conferences. This may be as a result of the individual requesting to attend or the district requesting the employee to attend.

If the employee requests the conference attendance, the district will pay for the annual time involved up to the maximum of the number of hours in a normal workday.

If the conference attendance is requested by the district, the employee will be paid for the actual time involved up to the number of hours in a normal workday plus a maximum of one hour travel time. The employee will be reimbursed for normal and reasonable travel expenses, such as lodging and meal, per Board Policy.

Credit Card Use

Staff use of a district credit card shall be confined to necessary school business. The Board shall annually prescribe limits and restrictions on the use of credit cards and shall monitor monthly receipts and reimbursement expenses. Credit card use shall be reported monthly to the board.

Staff seeking credit card use should visit with their administrator or the central office. A district credit card may be checked out to a staff member if there is a legitimate need, and the employee is unable to use his or her own credit card before seeking reimbursement. Deliberate misuse of the district credit card is grounds for termination and reporting of criminal activity.

Dress Code

Appropriate dress and personal grooming are an individual responsibility. The impression given to others through personal appearance is important to the employee and to the district. Employees are asked to be responsible and use good judgment concerning appearance. Clothing shall be appropriate for the job, in good repair, and clean.

A method of dress that may attract undue attention, disrupt, or interfere with the mission of the school district is not permitted. If, in the professional opinion of any supervisor, an employee's attire is disruptive or inappropriate, that employee will be referred to his/her immediate supervisor for a conference.

Early Retirement Plan

An employee will qualify for early retirement benefits if the following requirements are met:

1. The employee is a full-time employee (7 hours per day minimum).
2. Has met the age and service requirements of KPERS (Presently 85 points).
3. Has fifteen (15) years or more of employment with the district.
4. Has twenty (20) years or more of service credit recognized by KPERS.
5. Participants cannot continue to be employed by the district except as a substitute.

An eligible employee who takes early retirement is entitled to receive annually from the school district a benefit in accordance with the following schedule:

12 month employees

age 53-61 \$12,000 over 4 years = \$3,000 for 4 years; age 62 \$3,000 for 3 years;

age 63 \$3,000 for 2 years; age 64 \$3,000 for 1 year

9 & 10 month employees

age 53-61 \$8,000 over 4 years = \$2,000 for 4 years; age 62 \$2,000 for 3 years;

age 63 \$2,000 for 2 years; age 64 \$2,000 for 1 year

If death should occur to the recipient during this agreement, the Board will honor said agreement for that fiscal year only, payable to the beneficiary as designated under KPERS.

An employee may apply for early retirement by giving written notice to the Superintendent or his/her designee. Such written notice shall be submitted on or before the first (1st) day of April preceding the anticipated retirement date and shall include the following information:

1. A statement of the applicant's desire to take early retirement.
2. The anticipated date of retirement.
3. Whether the applicant desires health insurance coverage through the school district's retiree health insurance plan, until the employee becomes eligible for Medicare.

Employee Conduct

As a condition of employment in USD 389, all employees shall abide by the terms of this policy. Employees shall not manufacture, distribute, dispense, possess, or use illicit drugs, controlled substances, or alcoholic beverages on district property or at school activities. Compliance with the terms of this policy is mandatory. Employees who are found violating the terms of this policy will be reported to the appropriate law enforcement officers. Additionally, an employee who violates the terms of this policy will be subject to the following sanctions:

1. short term suspension with pay;
2. short term suspension without pay;
3. long term suspension without pay;
4. required participation in a drug and alcohol treatment, counseling, or rehabilitation program.
5. termination or dismissal from employment.

Prior to applying sanctions under this policy, employees will be afforded all due process rights to which they are entitled under their contracts or the provisions of Kansas Law. Nothing in this policy is intended to diminish the right of the district to take any other disciplinary action, which is provided for in district policies. If it is agreed that an employee shall enter into and complete a drug education or rehabilitation program, the cost of such program will be borne by the employee.

Employment Status

All classified employee are employed on an at-will basis regardless of their length of service and may be dismissed at any time.

Equal Opportunity Employer

USD 389 is an equal-opportunity employer. Discrimination on the basis disability, race, color, creed, national origin, sex, age, or religion is prohibited under federal and state law and board policy.

Health Examination (Other than Bus Driver)

As a condition of employment, new employees in any category or capacity, other than bus drivers, who come into direct contract with students, must complete a physical examination at the time of employment with the district. Cost of the examination is the responsibility of the applicant/employee.

The employee must present a district-approved form to the central office, which states that there is no evidence of physical condition that would conflict with the health, safety, or welfare of the pupils; and that freedom from tuberculosis has been established. If at any time there is reasonable cause to believe that any employee is suffering from an illness detrimental to the health of the pupils, the Board may require a new certification of health. (K.S.A. 72-5213)

Health Examination (Bus Driver)

As a condition of employment, bus driver must complete a CDL physical examination prior to the time of employment with the district. A pre-employment drug and alcohol test is required and the employee will be enrolled automatically on a monthly random drug and alcohol testing. The district will pay cost of the drug and alcohol test. The district will reimburse the employee \$50.00 when we have the CDL physical on file. The employee must present a district-approved form to the central office, which states that there is no evidence of physical condition that would conflict with the health, safety, or welfare of the pupils; and that freedom from tuberculosis has been established. If at any time there is reasonable cause to believe that any employee is suffering from an illness detrimental to the health of the pupils, the Board may require a new certification of health. (K.S.A. 72-5213)

Inclement Weather/Canceled School Days

When school has been canceled due to inclement weather, state athletic competition, or any unforeseen regular canceled school day classified staff may use personal days in leave of no pay. If personal days have been used, no pay will be received for the canceled day.

KPERS

(Kansas Public Employees Retirement System)

Each school district employee who qualifies for the Kansas Public Employees Retirement System may become a member. An employee contribution as determined by current statute will be made each payroll period.

Loyalty Oath

As required by current law, all employees must have a signed loyalty oath on file in the central office before beginning employment and to be eligible for a paycheck.

Payroll Information

Time Cards Classified employees paid hourly are to keep their own time cards and are to submit them each month on the due date to their supervisor. The time card will show the pay period covered, the date and hours for each day worked, and must be signed by the employee. Supervisors will sign or initial the time card and forward it to the central office by the due date.

Accurate time reporting may mean more timely pay and fewer complications for all concerned. Please feel free to contact the central office for any questions about pay, absences, and or other questions or concerns.

Overtime Overtime is defined as any time worked beyond 40 hours in any workweek. (Sunday through Saturday). If you take a leave day in the week you've worked overtime no overtime will be paid for that week. Overtime shall be authorized in advance by the Superintendent. Such instances are to be kept to a minimum. All overtime will be paid at the rate required by current law. All approved overtime shall be clearly identified and recorded on the employee's time card.

Pay Day Paychecks for all classified employees, will be issued the 1st day of each month. In the event payday falls on a Saturday, Sunday, or a district-designated holiday or non-work day, checks will be distributed on the last workday preceding the 1st.

Address Changes To ensure correct delivery of paychecks and other information, all address changes must be made with the central office on or before the 20th of the month.

Personal Property

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

Resignation

A classified employee who desires to resign should submit a written notice through the employee's immediate supervisor to the Superintendent at least two weeks prior to the date the employee should terminate. Failure to submit a written notice of resignation two weeks in advance may result in forfeiture of all accrued benefits.

Racial and Sexual Harassment

The USD 389 Board is committed to providing a positive and productive working and learning environment, free from discrimination, including harassment, on the basis of race, color, national origin, or sex. Racial and sexual harassment will not be tolerated in the school district. Racial and sexual harassment of employees or students of the district by board members, administrators, certified and support personnel, students, vendors, and any others having business or other contact with the school district is strictly prohibited.

District policies GAAC and GAACA address in detail the district's position on these issues, as well as steps to take if you are the victim of, or have knowledge of, such harassment. If you desire more information, these policies may be found in the Board Policy Handbooks located at the central office.

Reduction in Staff

If the Superintendent determines the need to reduce the number of classified positions, the Superintendent shall have the responsibility for determining the number of classified positions to be reduced in the district and the specific employees to be released.

Solicitation

Of Employees: Unless the appropriate supervisor grants permission, solicitation of employees by any vendor, student, other school district employee, or patron during normal duty hours is prohibited.

By Employees: No employee may attempt, during regular duty hours, or on school property, to sell or endeavor to influence any student or school employee to buy any item or service, which would directly or indirectly benefit the school employee. The only exception to this rule is when an employee participates in an event sponsored by a third party, such as an art and/or craft show, athletic event, etc. and the employee becomes a legitimate vendor at the event.

Staff use of Cellular Phones/Paging Devices

Staff members shall not use a cellular phone/paging device while on duty (or while attending a school-sponsored activity on or off school property), unless the staff member has been assigned a device by the administration for job-related use, or the staff member is serving as an active member of a volunteer firefighting organization or a volunteer emergency medical service organization. Limited use to deal with family emergencies permitted.

Telephone Calls

District telephones are for school business. Use of the phones for personal business should be avoided except in case of an emergency. Use of phones for social calls is not permitted. Long distance calls made in an emergency must be recorded and reported to the employee's immediate supervisor so arrangements can be made to bill the employee.

Tobacco-free Campus

Smoking and other uses of tobacco products are prohibited in school buildings, on school grounds, in school vehicles and while serving in a supervisory, coaching, or other employee function during school activities.

Workers Compensation

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

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

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

generally not eligible for benefits unless such deviation is expressly approved by the employer.

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

Standard of Conduct

No employee of the Sponsor shall participate in the selection, award or administration of a contract when any of the following persons have a financial or other interest in or tangible personal benefit from a firm considered for the contract.

- Employee
- Officer
- Agent
- Any member of his/her immediate family
- His/her partner
- An organization, which employs, or is about to employ, any of the above.
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Employees, board members (owners), and their immediate families shall neither ask nor accept gratuities, favors, or anything of monetary value from vendors, contractors, or parties to subcontracts including:

- Entertainment
- Hotel Rooms
- Transportation
- Gifts
- Meals

At all times, employees and board members (owners) should be aware of how their actions appear to members of the community.

Employees found in violation will be dealt with on a case by case basis, per Board and Administration.