

CLASSIFIED HANDBOOK



**USD 247 Southeast**  
**District Mission Statement**



USD 247 will educate with high standards  
through integrity and caring,  
while creating a positive atmosphere.

**USD 247 Core Values**

Professionalism  
Positive Atmosphere  
Caring  
Integrity  
Equity  
Diverse Opportunities  
High Expectations  
Pride  
Confidence  
Visionary

**USD 247 Vision**

Success Through Excellence: Everyone, Everywhere, Everyday

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## **INTRODUCTION**

The Southeast School District is very glad to have you as a member of our team. We believe that you have a great contribution to make to the District, and that you will find your employment at the District a rewarding experience. We look forward to the opportunity to work together to create a more successful District. We also want you to feel that your employment with the District will be mutually beneficial and gratifying.

The Southeast School District Classified Handbook has been prepared to assist you in understanding policies, practices, guidelines, wages and benefits which apply to Classified employees in the Southeast School District. The Southeast School District complies with any federal, state, or local law applicable to the policies in this handbook. The Board of Education delegates authority to the Superintendent of Schools to implement the policies. The administration will adopt guidelines reflecting the spirit and intent of the policies.

The Board of Education, at all times, reserves the right to add to, delete from, alter, or amend the policies. Changes will be effective on dates determined by the Board of Education and/or Administration. The material is presented as a matter of information only, and the contents should not be interpreted as a contract between the Southeast School District and any of its employees. Please read the Classified Handbook carefully and keep it available for future reference. If you are uncertain about any policy or procedure in this handbook, contact your immediate supervisor or the district office.

## **EMPLOYMENT**

### **Purpose Of Employment**

The purpose of the employment procedures is twofold:

- (1) To provide equal employment opportunity for all local education agency personnel; and
- (2) To satisfy Civil Rights requirements which refer to Title VI, Title IX and Section 504

## Hiring Practices

A formal announcement, search and interview mechanism is used equally for all candidates. Fair and equitable recruitment practices include appropriate channels for identifying promising candidates. Candidates with comparable experience and qualifications are hired at the same level.

Candidates hired at comparable levels receive equal salaries. Recruitment and hiring decisions are not based on unverified assumptions about such matters as family obligations or willingness to relocate.

Contracts include leave policies which do not penalize women in status, pay or benefits for childbearing. Fringe benefit programs are the same for all employees within an employee class. Qualified disabled individuals are given an equal opportunity for competition.

## Harassment

The Board of Education cares about the human dignity and the protection of their employees. The Southeast School District is committed to providing a work environment that is free of unlawful discrimination and harassment. The District strictly prohibits harassment of any kind, including harassment on the basis of sex, age, race, color, religion, genetic information, national origin, ethnic origin or disability.

If you believe that you have been a victim of harassment, or know of another employee who has, you are encouraged to report such action to an administrator, supervisor, or to the Superintendent.

### **Common Forms of Harassment including Sexual Harassment**

Harassment may take many forms, but the most common forms include:

- Verbal conduct such as derogatory jokes or comments, slurs or unwanted sexual advances, invitations or comments;
- Visual conduct such as derogatory and/or sexually-oriented posters, e-mails, web sites, photography, cartoons, drawings or gestures;
- Physical conduct such as assault, unwanted touching, blocking normal movement or interfering with another person because of sex, race or any other protected basis;
- Retaliation for having reported or threatened to report harassment, or for opposing unlawful harassment, or for participating in an investigation.

### **Recognizing Sexual Harassment**

Sexual harassment in any form is strictly prohibited. Sexual harassment is any sexual advance, request for sexual favor, or sex-based behavior that is not welcome and not requested. There are two types of sexual harassment:

- Quid pro quo harassment occurs if someone makes sexual conduct a condition of employment. Unwelcome sexual advances, requests for sexual favor, and other verbal or physical conduct of a sexual nature constitute sexual harassment when submission to the conduct is made, either explicitly or implicitly, a term or condition of employment, or when submission to or rejection of such conduct is used as the basis for employment decisions.

- The second type of sexual harassment involves the general work environment. Sexual harassment occurs when such conduct has the purpose or effect of unreasonably interfering with an employee's work performance, or creating an intimidating, hostile, or offensive environment.

### **Reporting Harassment including Sexual Harassment**

An employee who believes that he or she has suffered harassment may report such matter to his or her immediate supervisor. Claims by an employee regarding harassment may also be reported to Superintendent. The District will conduct a thorough and objective investigation of the incident(s), making an effort to keep the matter as confidential as possible. If it is determined that harassment has occurred, the harasser will be subject to disciplinary action up to and including termination consistent with the severity of the conduct.

The District will take steps as necessary to prevent further harassment. In addition, providing false information or making false charges during an investigation shall be grounds for disciplinary action, up to and including termination of employment. Retaliation against a person who reports or testifies to a claim of harassment shall be prohibited.

Romantic relationships between students and employees are prohibited.

### **At-Will Employment Status**

All Classified employees are considered employees at-will. "At-will" means that neither you nor the District entered into a contract regarding the duration of your employment. You are free to terminate your employment with the District at any time, with or without reason. Likewise, the District has the right to terminate your employment, or otherwise discipline, transfer, demote you, or change your job duties or responsibilities at any time, with or without reason, at the discretion of the District. The District does and will continue to comply with all applicable laws regarding termination of employment. Termination of classified employees may occur with one week's notice unless discharged for cause. Terminated employees will receive compensation for final pay and accrued vacation and personal days.

### **Assignment**

Individuals of one gender are not restricted to certain job classifications, departments, grades or divisions. Job classifications with substantially the same duties and qualifications have the same title and salary. Candidates performing the same or similar duties with equal experience and qualifications receive equal salaries.

### **Promotion**

All staff are encouraged to seek education necessary for promotion levels. Promotion policies are explicit and are applied equally to all members of the staff. Determination of merit is based on qualifications which can be demonstrated to be job-related. Employees are promoted equitably at all levels. Promotions for comparable service and duties carry equal salary increases.

### **Termination**

An exit interview may be conducted with terminating employees. Each employee is given an opportunity to discuss the reasons for leaving which will enable the

district/institution to identify and correct possible discrimination problems. The district/institution has established and enforced a Grievance Procedure for its employees.

### **Vacancy Notices**

Classified vacancy notices are posted on the Southeast School District website and posted by district e-mail. Typically, vacancies are posted for a period of three (3) days prior to each vacancy being filled. A position does not need to be posted if an employee within the same building and/or department has been identified to fill the vacancy. A vacancy may be filled prior to three (3) days, if the administration determines that the unfilled vacancy would adversely affect the operation of the District.

### **Fair Employment**

There shall be no discrimination on the part of the Board of Education in practices, procedures, or policies in the hiring, training, assignment, promotion, transfer or disciplining of personnel on the basis of race, creed, color, religion, national origin, gender, disability or age.

### **Notification of Policies**

All employees shall be notified of the foregoing policies and of those in subsequent sections.

### **Responsible Employee**

The Superintendent of Schools is designated to coordinate efforts to comply with and carry out the Board's responsibilities including any investigation of any complaint communicated alleging non-compliance. The business address and telephone number are: District Office, 506 S. Smelter, Cherokee, Kansas 66724, 620-457-8350.

### **Grievance Procedure**

A. The Board of Education has adopted the following policy relating to Grievance Procedures:

1. The Local Education Agency recognizes the right of employees and students to express their grievances and to seek a solution concerning disagreements arising from working conditions, employment practices or differences of interpretation of policy which might arise between the LEA and its employees.

2. The procedures for processing grievances shall be as follows:

- a. Should a grievant or the representative feel, after oral discussion with the supervisor, that the grievant's rights under LEA policy have been violated, they may originate a grievance. The grievant and/or the representative shall, within 5 days or 180 days of the date the grievance occurred if a discrimination claim, present the facts, in writing, to the proper supervisor, department head or a designated representative of the LEA. The decision of such official shall be made, in writing, to the grievant within ten (10) working days.

b. Should the grievant decide that the reply of the supervisor, department head or representative is unsatisfactory, the grievant shall, within ten (10) working days, submit an appeal to the superintendent. The decision of the superintendent shall be made, in writing, to the grievant or the representative within ten (10) days.

c. Should the grievant decide that the reply of the superintendent is unsatisfactory; the matter may be appealed, within ten (10) working days, to a Grievance Committee which shall be established as follows:

- 1) The grievant or the representative may designate one (1) member.
- 2) The Superintendent or representative shall appoint one (1) member.
- 3) The two members appointed, as provided in 1 and 2 above, shall agree upon a third member.
- 4) In the event the grievant representative and the LEA representative cannot agree upon a third member of the Grievance Committee within a period of ten (10) working days, the President of the local Board of Education shall designate a third member.
- 5) The Grievance Committee, as provided in "c." shall meet within a period of ten (10) working days after the appointment of the third member of the Committee and set the matter for hearing and shall render its decision as promptly as possible. A decision of the Grievance Committee may be reached upon the concurrence of any two (2) of the three (3) members.
- 6) The Grievance Committee shall keep a complete record of any hearing before it, including any exhibits or papers submitted to it in connection with the hearing and a complete transcript of any testimony taken. Upon rendering its decision, the complete record shall be filed in the office of the Superintendent and shall be available to the grievant, the grieving's representative or the LEA's representative.

d. In the event the decision of the Grievance Committee is unsatisfactory, either the grievant or the Superintendent, may, within ten (10) days after receipt of the decision of the Grievance Committee, file a written notice of appeal to the local Board of Education.

e. Upon receipt of the notice of appeal, the president of the board shall cause the transcript of the hearing before the Grievance Committee to be filed with the local Board of Education who shall review such record. The decision of the local Board of Education, upon such review, shall be final.

f. If the decision is deemed unsatisfactory by the complainant(s), a complaint of alleged discrimination may be filed with the:

Kansas Commission on Civil Rights  
Landon State Office Building  
8th Floor  
900 Jackson, Suite 851 South  
Topeka, KS 66612-1258

Department of Health, Education  
and Welfare.  
Office of Civil Rights  
10220 N. Executive Hills Blvd.  
Kansas City, MO 64153

Equal Employment Opportunity



911 Walnut, 10th Floor  
Kansas City, MO 64106

## **CONDITIONS OF EMPLOYMENT**

The Board shall approve the employment of all employees. The employment of any staff member is not official until the contract or other document is signed by the candidate and approved by the Board.

### **Physical Examination**

All new employees must present a health certificate indicating the successful completion of a physical examination and TB test before reporting to duty. The physical examination is to be reflected on the form provided by the school district office. **This examination shall be paid for by the employee.**

Food service employees and bus drivers shall present a new health certificate annually before the beginning of a new school term. Such examinations shall be paid for by the Board of Education up to a maximum of \$75.

The Board may request an employee to submit a new health certificate at any time that it may have just cause for such action.

### **Drug Test**

Candidates must successfully complete a pre-employment drug test. The cost of the initial test will be paid by the Board of Education.

### **Background Checks**

The Board may offer conditional employment to an applicant pending receipt of the results of a criminal history record check. Any agreement for conditional employment shall specify that the employment is subject to termination by the Board, without further proceedings and without reference to any other law or contractual agreement, if the results of the criminal history records check reveal that the applicant has been convicted of any offenses specified in law or information provided by employee on application is shown to have omissions or false information regarding criminal history, negative employment history, or other information that would have disqualified the employee in the hiring process.

Background checks will consist of a statewide and a nationwide criminal history records check. The Board of Education shall pay the cost of the background check.

## **TRANSFER OR PROMOTION**

A transfer request may originate with either the employee or his/her supervisor and must be filed in writing with the Superintendent or his designee. Consideration will be given to all individuals desiring another position which exists, or may exist.

## **EVALUATION**

Every effort will be made to evaluate classified employees in writing at least once a year. Such evaluation is to be submitted annually to the office of the Superintendent of Schools prior to May 15 for less than 12 month employees and June 30 for 12 month employees. Should an evaluation not be conducted within a one year period, it should be conducted as soon as possible in the following work year.

Both the evaluator and the employee are to sign the evaluation form. Signatures indicate that an evaluation conference was held and that the employee has read the evaluation. The employee may attach a written statement to the evaluation form within 10 working days of the evaluation signing.

Employees will be evaluated by supervisors as determined by the Superintendent or designee.

More frequent, and specific, evaluations may occur should deficiencies in performance warrant such action. The procedure to be followed should this occur is as follows:

1. Verbal instruction of desired performance and/or verbal or written warning, or suspension depending on severity of infraction.
2. Written warning, suspension, or if warranted a recommendation for termination.
3. Suspension of duties or recommendation for termination.

If, after receiving either a verbal warning and no further disciplinary action is taken against the employee within a period of 12 months from the date of the most recent warning, said warnings shall not be used as the basis for further action.

If, after receiving either a written warning, and no further disciplinary action is taken against the employee within a period of 36 months from the date of the most recent warning, said warnings shall not be used as the basis for further action provided the warning is not addressing an infraction that is deemed non-repeatable and the new infraction is a repetition of such an infraction.

## **SUSPENSION AND DISMISSAL**

As per board policy GCK, the superintendent shall have the authority to suspend classified employees with pay until the suspension is resolved. If the employee is cleared of all allegations, he/she will return to work. If the superintendent has determined the allegations have occurred, the employee will either (A) return to work and a discipline

infraction will be documented in the personnel file, or (B) the superintendent will make a recommendation to the board of education for termination.

An employee who has been dismissed for cause shall be ineligible for reemployment.

In all cases, the employee shall be afforded due process according to law.

## **ATTENDANCE**

### **Reporting An Absence From Work**

At times it might be necessary for you to miss work due to illness or for some other unforeseen reason. When this occurs, you are responsible for contacting your supervisor. Since classified employees have such a wide range of jobs, hours of work, etc., each department/building will have specific guidelines for their employees to follow. Your immediate supervisor will provide you with specific details to assist you in understanding your obligations for reporting absences, late arrival, leaving work early, school closings, etc.

### **Leaving Work Before The End of The Scheduled Work Day**

If it becomes necessary for you to leave work during the work day or before the end of the work day, it is your obligation to inform your supervisor immediately.

### **Absence Without Notice**

For the Southeast School District to operate effectively, you are asked to keep your supervisor informed of your status when you are off work because of illness, accident, or any other reason. If you fail to notify your immediate supervisor of your absences for two days, the District will assume that you have voluntarily resigned from your position with the District. Failure to notify your supervisor of an absence for part or all of one day may result in disciplinary action.

### **Excessive Absences**

We understand that employees have situations that arise where there is a need to leave work early, come in late or be absent. Please note that uncovered absences occurring while an employee is on an approved leave of absence would not be considered excessive. When excessive absenteeism has been identified, the district will proceed with the progressive discipline process which may result in termination of employment if the employee continues to have excessive absenteeism.

## **CIVILITY OFN EMPLOYEES**

All employees shall behave with civility, fairness and respect in dealing with fellow employees, students, parents, patrons, visitors, and anyone else having business with the District. Uncivil behaviors are prohibited.

Uncivil behaviors shall be defined as any that are physically or verbally threatening, either overtly or implicitly, as well as behaviors that are coercive, intimidating, violent or harassing. Examples of uncivil behavior include, but are not limited to, use of profanity, personally insulting remarks, attacks on a person's race, gender, nationality, religion, or behavior that is out of

control. Such interactions could occur in telephone conversations, voice mail messages, face to-face conversations, written letters and/or email messages. Any uncivil behavior should be reported to the immediate supervisor or to the Superintendent. A record shall be made of the alleged incident and the action taken. Confidentiality shall be observed whenever possible to protect the complainant and the alleged offending person. Students and employees may be subject to additional action under building and/or District policy or guidelines. Retaliation against a person who reports a claim of uncivil behavior shall be prohibited.

## **TOBACCO-FREE ENVIRONMENT**

Smoking or use of tobacco products is prohibited in all district-owned buildings, on all grounds and at athletic facilities, in district-leased facilities, on school buses and in all vehicles owned or leased by the Southeast School District. For the purposes of this policy, smoking or use of tobacco products means a cigarette, cigar, pipe or any other matter or substances that contain tobacco or nicotine including e-cigarettes.

## **POSSESSION OF A WEAPON OR WEAPON-LIKE DEVICE BY EMPLOYEES**

The District prohibits any employee from being in possession of a weapon or weapon-like device at a school attendance facility, on school property, at a school-supervised activity, or at a school-sponsored function. Any employee found to be in violation of this policy shall be subject to disciplinary action, up to and including termination of employment.

The Superintendent shall have discretionary authority to modify any disciplinary action on a case-by-case basis.

1. As used in this policy, the term “weapon” means an instrument or object used, or which may be used, as a means of attack, defense, or destruction, including, without limitation:
  - a. Any object which will, or is designed to, or may readily be converted to, expel a projectile by the action of an explosive or other means;
  - b. The frame or receiver of any object described in the preceding example;
  - c. Any firearm muffler or silencer;
  - d. Any explosive, incendiary or gas (a) bomb, (b) grenade, (c) rocket having a propellant charge of more than four ounces, (d) missile having an explosive or incendiary charge of more than one-quarter ounce, (e) mine, or similar device;
  - e. Any combination of parts either designed or intended for use in converting any device into a destructive device described in the two immediately preceding examples, and from which a destructive device may be readily assembled;
  - f. Any bludgeon, sand club, metal knuckles, or throwing star;
  - g. Any switchblade knife or any knife having a blade that opens by the force of gravity or by an outward, downward or centrifugal force or movement; or mechanical action.
  - h. Any electronic device designed to discharge immobilizing levels of electricity, commonly known as a stun gun or Taser.
2. As used in this policy, the term “weapon-like device” means:
  - a. A “Facsimile Weapon” defined to mean any object which is designed to have the appearance of a weapon, but which otherwise fails to fall within the definition of weapon under Section 1 of this policy;
  - b. Any pocket knife, box-cutter or other like instrument not otherwise falling within this policy’s definition of a “weapon,” but which is capable of inflicting serious bodily harm; (exception, maintenance and grounds keeping personnel are permitted pocket knives with blades less than “four inches”.

- c. An antique firearm;
  - d. Any device, although originally designed for use as a weapon, which is redesigned for use as a signaling, pyrotechnic, line throwing, safety or similar device; or
  - e. Class C common fireworks.
3. As used in this policy, the phrase “possession of a weapon” or a “weapon-like device” includes, without limitation, a weapon in an employee’s personal possession, as well as in an employee’s motor vehicle, desk, locker, backpack, or purse. Possession of mace or other similar chemical agents in quantity and/or concentration typically designed for individual personal defensive purposes shall not be considered as possession of a weapon. Possession of larger quantities and/or concentrations of mace or other similar chemical agents than is typically designed for individual personal defensive purposes will be considered as possession of a weapon. Usage of mace or other similar chemical agents will be considered as usage of a weapon if the usage is found to be for non-defensive purposes. Employees who are negligent in their possession of mace or other similar chemical agents will be subject to disciplinary action.
4. The provisions of this policy do not apply if possession of the weapon is specifically authorized in writing by the Superintendent or his/her designee.

## **DRUG-FREE WORKPLACE**

District employees shall not unlawfully possess, use, distribute, manufacture, or dispense illicit drugs, controlled substances, or alcoholic beverages on District property or at any district sponsored function.

District employees shall not be at any District-sponsored function or on District property while under the influence of illicit drugs, controlled substances or alcoholic beverages, whether or not the employee is on duty.

The District will make efforts to inform employees of the dangers of alcohol and drugs; will make an effort to maintain a drug-free workplace; and will support employees with information about counseling, treatment, employee assistance, and rehabilitation programs. Such information, along with names and addresses of contact persons for such programs, shall be on file in the district office. The cost of such a program will be the responsibility of the employee.

If there is reasonable cause to believe that an employee violated this policy, such employee shall be reported to the appropriate law enforcement officers. Additionally, an employee who is determined to be in violation of this policy shall be subject to sanctions, up to and including termination of employment. Prior to being subjected to such sanctions, an employee shall be afforded all due process rights to which he or she is entitled under Board policy. Nothing in this policy is intended to limit or restrict the right of the District to take any other disciplinary action that is provided for by Board policies.

## **Federal Drug-Free Workplace Act Compliance**

The District is covered by the Federal Drug-Free Workplace Act and provides a drug-free workplace. As part of the District’s drug-free workplace compliance efforts, the following requirements apply to all District employees:

- District employees must, as a condition of employment, agree to abide by the terms and conditions of this policy. Failure to do so may result in disciplinary action, up to and including termination.
- District employees must, as a condition of employment, report any conviction under a criminal drug statute for violations when such violation occurred on District property or at a District-sponsored function. Such report will be made to the Superintendent of Schools in writing, within five days after the conviction.

- Within 30 days after written notice of the conviction is received, the District shall take appropriate disciplinary action with respect to the employee. Such disciplinary action may include the initiation of employment termination proceedings; suspension of employment; placement on probationary status; mandatory successful participation in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; or other disciplinary or remedial action.

## **SOLICITATION AND DISTRIBUTION**

Solicitations by employees are prohibited while on working time. Distribution of literature by employees is not permitted during work time. In addition, trespassing, soliciting or distributing literature by anyone outside the District is prohibited on the District's premises unless the activity has been approved by the administration.

## **USE OF COMMUNICATION TECHNOLOGIES BY EMPLOYEES**

In the event that an employee uses communication technologies in an inappropriate or unacceptable manner, in violation of Board policies, or in violation of administrative guidelines, the employee shall be subject to disciplinary action. Such action may include, but shall not be limited to, reprimand, termination, or other action.

Communication technologies shall include technologies on District property or at District sponsored activities whether or not owned, operated, or provided by the District. Examples of communication technologies shall include, but shall not be limited to, voice mail, computer networks, the Internet, email and other applicable services or technologies either now in service or implemented in the future.

## **SOCIAL NETWORKING**

Creation of sites or accounts using the district logo or name is not permitted without permission from the Superintendent.

If you are going to maintain your own social networking sites or blogs, the following suggestions are encouraged strongly: Exercise options to restrict viewing and keep sites private. If you are not certain if your personal site is private, get help or close it down.

- Do not list students as “friends” giving them access to your personal site.
- Never place pictures of students on your personal site.
- If you maintain a blog, do not use intemperate comments, vulgar language, and other entries that can diminish your effectiveness as an employee or potentially impact your employment. Please recognize that the content of a blog can be accessible by many, either directly or through copying and pasting by others.
- If your friends have posted pictures of you or other personal content that would best be kept among close personal friends, you can avoid problems by asking them to remove that content.

In short, ask yourself the question, “Would I want the contents of my social networking site or blog featured on the six o’clock news?”

Please be cognizant of the fact that public employees are held to a “public standard” and it is important that social networking does not interfere with the work day or create work-related issues.

## RECEIPT OF GIFTS BY EMPLOYEES

District employees shall not accept gifts or gratuities that might influence the exercise of their duties.

## DISTRICT CREDIT CARD USE

The Superintendent designates employees authorized to use District credit cards for the purchase of appropriate goods and services for District purposes. The Superintendent shall determine the following:

1. Which employees are authorized to use District credit cards;
2. What goods and services each employee is authorized to purchase with a District credit card;
3. The maximum amount of any single transaction for each authorized employee; and
4. The total maximum amount of purchases for a monthly billing cycle for each authorized employee.

District credit card users shall be held accountable for appropriate use of District credit cards. Unauthorized use of a credit card shall be grounds for disciplinary action, including termination of employment. Every credit card user shall retain original credit card receipts for each purchase and shall submit the receipt to the District Office. Every credit card user shall be required to review and sign a statement indicating that the user is aware of the terms and conditions for use of a District credit card.

## POSTAGE AND SUPPLY USE

Postage meters and stamps are to be used for school business only. Supplies and equipment belonging to the District should be used only for school business.

## CONFIDENTIALITY

Maintaining confidential information is an extremely high priority in the District. Staff members have access to business systems, future plans, student records, personnel records, and other information that is considered confidential. Protecting this information by safeguarding it when in use, filing it properly when not being used, and discussing it only with those who have a legitimate need to know is an extremely high priority for all concerned parties.

**Home phone numbers and addresses of staff and/or students that have opted out of directory information must not be provided to anyone unless approved by the appropriate administrator when requested by law enforcement or certain government agencies.** Unlisted phone numbers should not be given out to anyone under any circumstances. The administration should be informed of any request of this nature.

## DISTRICT EMPLOYEE DIRECTORIES

District employee directories shall be provided as a convenience to employees of the District and shall be used only for District purposes. Neither District employees nor District schools shall make such directories available to individuals, groups, agencies or businesses other than District employees except when requested through the District Office.

## **POLITICAL ADVOCACY BY EMPLOYEES**

It is the right and privilege of every District employee as a free citizen to participate in matters of a political nature, except for these restrictions:

1. No District employee shall, during hours for which pay is received, use any time for the campaign solicitations or for the promotion, election, or defeat of any candidate for public office or for any ballot question.
2. No District employee shall use, in any way, District property, resources or students for the purpose of campaign solicitations or for the promotion, election, or defeat of any candidate for public office or for any ballot question.

## **CANDIDACY OF DISTRICT EMPLOYEES FOR PUBLIC OFFICE**

A classified employee may request an extended leave of absence or reduction of hours without salary to serve in an elected public office. Such leave shall be requested in writing upon filing for the office. A determination shall be made by the Board at the time of consideration of the leave whether the public office requires the leave to be taken upon filing for the office or upon election to said office. This leave may be approved for the length of tenure in the office.

Anyone receiving such leave may be brought back to employment status if there is a position open for which he/she is qualified for. However, nothing in this policy shall be construed to mean that a person returning from political leave is guaranteed a position or is guaranteed the position he/she held upon being granted leave.

## **GRIEVANCE PROCEDURE FOR EMPLOYEES**

The purpose of the grievance policy procedure is to provide avenues for employees to resolve disagreements. A grievance shall be defined as an alleged violation of the express terms of any written policy of the Board. The spirit and intent of the policy is to protect the interests of both the employee and the District. During and notwithstanding the pending disposition of any grievance, the grievant shall continue to perform his or her employment duties and assignments. Nothing in this policy shall preclude an employee from discussing a grievance with his or her immediate supervisor in an effort to resolve a grievance informally.

**Any grievance shall be in writing and shall have these characteristics:**

- a. Be signed by the grievant.
- b. Be specific as to the facts alleged and how such facts constitute a violation of the policy or policies in question.
- c. Contain a synopsis of the facts giving rise to the alleged violation.
- d. Cite the specific policy or portion thereof, which has allegedly been violated.
- e. Contain the date of the alleged violation.
- f. Specify the relief requested.

## **STANDARDS OF CONDUCT FOR EMPLOYEES**

Whenever people work together, certain basic guidelines and expectations of each other are required in order to establish a positive working environment for all employees. You should become aware of these responsibilities to the Southeast School District and your co-workers. Generally, we expect each person to act in a professional and responsible way at all times. Although there is no way to identify every possible violation of standards of conduct, the following list describes examples which may lead to disciplinary action, up to and including termination of employment.



- a) Falsification, alteration, or misrepresentation on work records, including but not limited to, applications and timecards.
- b) Altering, falsifying, or destroying District records. Misusing, destroying, or damaging property of the District, fellow employee, and/or student.
- c) Theft or unauthorized possession of District property or the property of fellow employees, and/or students, unauthorized possession or removal of any District, fellow employee, and/or student property from the premises without prior permission from Administration.
- d) Use of District material, time, or equipment for the manufacture or production of an article for unauthorized purposes or for personal use.
- e) Uncivil behavior with an employee, student, parent, patron, visitor, or anyone else having business with the District. Uncivil behavior is defined as any behavior that is physically or verbally threatening, either overtly or implicitly, as well as behavior that is coercive, intimidating, violent or harassing. Using profane or abusive language.
- f) Inappropriate and/or unacceptable use of District communication technologies as outlined in BOE policy and the administrative guidelines.
- g) Unauthorized possession of firearms, weapons or weapon-like devices, hazardous materials, or explosives on District property or while on duty.
- h) Engaging in criminal conduct while on the District premises or while on duty.
- i) Possession, use, sale, purchase, transfer or being under the influence of alcoholic beverages, illegal drugs or other intoxicants at any time on the District premises whether or not the employee is on duty.
- j) Negligence or any careless action which endangers the life, well-being, or safety of another person.
- k) Giving or discussing confidential information to unauthorized persons.
- l) Willful or repeated violation of safety rules.
- m) Sleeping while on duty.
- n) Insubordination or refusal to comply with instructions or failure to perform reasonable duties as assigned.
- o) Performance which in the District's opinion does not meet the requirements of the position.
- p) Excessive absenteeism, tardiness, leaving early, or leaving work without supervisor notification.
- q) Entering an unauthorized area.
- r) Using an unauthorized computer.
- s) Using a school vehicle for personal use.
- t) Consumption or transfer of fuel, oil, or other district property for purposes other than district use.
- u) No employee 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 a contract: Employee, Officer, Agent, Any member of his/her immediate family, his/her partner, or an organization which employs, or is about to employ, any of the above.
- v) Employees 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, or Meals.
- w) At all times, employees should be aware of how their actions appear to members of the community.
- x) Violation of any District policy, including any policy in this Handbook.

## **RESIGNATION**

An employee who desires to resign must submit a written notice through the employee's immediate supervisor to the Superintendent of Schools at least one week prior to the termination date. Failure may result in forfeiture of all accrued benefits.

## **DRESS**

It is required by the Board of Education that appropriate dress for the job to be performed be worn by all personnel to be determined by the administration.

## **BENEFITS**

### **Fringe Benefits**

A. The Board will pay a defined benefit, the amount to be determined each year, to be applied toward the cost of the district health insurance plan for each classified employee who is employed one-half time or more. In addition a \$30,000 life insurance policy will be provided.

B. For classified employees employed\* with the district on July 1, 1999 or prior: A monthly benefit of \$175\*\* is available for the purchase of health insurance coverage, dental or vision insurance under the district sponsored health insurance plans. The fringe benefit dollar amount that exceeds the premium cost for an individual policy at the basic level insurance coverage may be used to purchase other benefits. If no other benefits are purchased the balance of the benefit will be paid in cash.

\*\*Prorated amount for part-time employees.

## **Vacation**

### **Eligibility**

Classified employees shall be entitled to vacation benefits. Classified employees who work twelve calendar months each year, but in a less than full-time capacity (less than 40 hours per week) shall receive vacation benefits on a pro-rata basis.

### **Vacation Accrual**

Classified employees are eligible for 10 days of vacation upon completion of the first year of employment. These vacation benefits accumulate from the first day of employment and shall be computed at the rate of .833 times average daily hours per pay period which equates to 10 days annually based on an employee's average daily hours. The calculation of an employee's average daily hours is based on the employee's weekly hours divided by 5 days. Employees will stop accruing vacation hours in any pay period that the accumulated hours exceed the allowable maximum accrual. Accruals will restart once the accumulated hours drop below the allowable maximum accrual.

After **10 years** of continuous employment with the District, vacation benefits shall be computed at the rate of 1.25 times average daily hours per pay period which equates to 15 days annually based on an employee's average daily hours. The calculation of an employee's average daily

hours is based on the employee's weekly hours divided by 5 days. Employees will stop accruing vacation hours in any pay period that the accumulated hours exceed the allowable maximum accrual. Accruals will restart once the accumulated hours drop below the allowable maximum accrual.

After **20 years** of continuous employment with the District, vacation benefits shall be computed at the rate of 1.67 times average daily hours per pay period which equates to 20 days annually based on an employee's average daily hours. The calculation of an employee's average daily hours is based on the employee's weekly hours divided by 5 days. Employees will stop accruing vacation hours in any pay period that the accumulated hours exceed the allowable maximum accrual. Accruals will restart once the accumulated hours drop below the allowable maximum accrual.

### **Conditions of Accrual**

The classified employee's most recent hire date will be used to determine the level of vacation accruals. Vacation hours do not accrue while an employee is on an extended leave of absence. No vacation leave shall be accumulated in excess of these limits without the approval of the Superintendent.

### **Request for Vacation**

Any request for vacation time must be submitted at least five (5) days in advance of the anticipated vacation, except for an emergency or other special circumstances, and must be approved by the employee's supervisor. Vacation hours do count as time worked for the purposes of computing overtime. Vacation hours cannot be used to extend an employee's length of service with the District.

Vacation days earned during a fiscal year, (July 1-June 30), must be taken before August 1 of the following year or be forfeited. The Superintendent may extend the vacation deadline upon request on a case by case basis not to exceed October 1.

## **HOLIDAYS**

Paid holidays for all non-temporary classified personnel except bus drivers shall be as follows:

12 month employees: Independence Day

Labor Day

Thanksgiving

Friday following Thanksgiving

Christmas Eve

Christmas Day

New Year's Eve

New Year's Day

President's Day (if no school)

Good Friday (if no school)

Memorial Day

10-11 month employees: All of the above except Independence Day

9 month employees: As above except Christmas Eve, New Year's Eve, President's Day, Good Friday, Memorial Day, Independence Day.

9 Month New Hires after July 1, 2013: Labor Day, Thanksgiving Day, Christmas Day, New Year's Day.

10 Month New Hires after July 1, 2013: As 9 Month New Hires with Memorial Day

12 Month New Hire's after July 1, 2013: As 10 Month New Hires with Friday after Thanksgiving, Christmas Eve Day, New Year's Eve Day, and Independence Day.

If it is necessary for the employee to work the holiday, an equal amount of time will be taken with pay at a time agreeable with the administration.

## **EARLY RETIREMENT ELIGIBILITY**

A. Length of employment: minimum of 15 years of continuous employment.

B. Must be age 60 or older. A payment of 20% per year for a maximum of two years of the last regular annual salary, payable to the employee or surviving designated beneficiary. No such benefit will be received after age 65. First year's 20% may be issued at any payroll date during the first year of retirement; second payment may be requested at any payroll date during the employee's second year of retirement. Alternate payment plans which would cause the same money to be received over a longer period of time are acceptable.

C. Payment for unused sick leave will be computed at the daily rate of pay for his/her regular contract, times the number of days of accumulated sick leave, up to a maximum of \$5,000. One-third of any remaining sick leave days shall be donated to the illness bank.

D. Paid medical insurance coverage at Employee Option 3 will be provided as a cash grant in lieu of school district premiums for 5 years or until age 65.

Monthly cash grants in lieu of medical insurance will be prorated to the average length of employment for the employee's last three years of service with the district. (Proration will be based on an employee contracted for 12 months on an eight hour work day.)

Example: 12 month employee \$3,600 per year divided by 2080 hours = \$1.73 per hr.

Aides: 189 days @6 hours = 1134 x \$1.73 = \$1,961.82 \$1961.82 divided by 12 = \$163.48 per month.

Bus Drivers: 175 days @4 hours = 700 x \$1.73 = \$1,211 \$1,211 divided by 12 = \$100.91 per month.

E. Annual activities pass issued for in-district events other than "The Lancer Classic."

## **LEAVES**

Leave may be taken in any increments agreeable to the employee's immediate administrative supervisor. Normal working hours may be adjusted to avoid wage or leave deductions within reasonable limits if approved in advance by the administration.

#### A. Sick Leave

Sick leave is intended to give the employee financial protection in cases of emergency and to protect the welfare of school children and other employees. Use of sick leave may be for personal illness or illness of an immediate family member. This policy allows sick leave as follows:

One day of sick leave, equal to the employee's regular working day, per month for all non-temporary classified personnel, accumulative to 60 days.

During the first year of employment, sick leave provisions are not in effect until after the employee has worked five full days.

No employee shall have entitlement for pay from sick leave after his or her accumulated days of leave have been used. For each absence in excess of the number of accumulated days, one day's wage will be deducted.

Upon leaving the district, the employee will receive payment for half of any unused sick leave days starting at 30 days of accumulation. Payout will be at the daily rate of pay with a maximum benefit not to exceed \$5000.

### FMLA (Family Medical Leave Act)

#### Basic Leave Entitlement

FMLA requires covered employers to provide 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 the employee's child after birth, or placement for adoption or foster care;
- to care for the employee's spouse, son, daughter or parent, who has a serious health condition; or
- for a serious health condition that makes the employee unable to perform the employee's job.

### RETURN TO WORK

If an employee is absent for more than (5) days due to personal illness or was absent due to an injury, he/she is **required** to obtain a written note from a physician stating employee is able to return to work without restrictions and forward it to the Southeast District Office, prior to returning to work. The employee is responsible for paying any cost incurred in conjunction with the completion of this requirement. If work restrictions do apply, then the Superintendent will work with the appropriate supervisor to determine whether or not the work restrictions can be accommodated **before the employee may return to work**. If work restrictions cannot be accommodated, you will be notified and will not be able to return to work until such time as the physician releases you from the work restrictions in writing.

## Emergency Leave

A maximum of two days per year will be granted for any court action or funerals for other than the immediate family.

## Personal Leave

Two (2) personal leave days equal to employees daily working hours will be granted annually. If the employee chooses not to use their personal day(s), one day only will be reimbursed at the hourly rate of pay, to be included on the June payroll.

Employees shall submit requests for personal leave to the immediate supervisor at least five (5) days in advance of the leave. Approval of the immediate supervisor is required.

Personal leave shall **not** be used on the following days:

- Severe weather when school is in session
- The day before any non-duty day or holiday
- During the first or last week of the school schedule
- In combination with deduct days to circumvent other provisions of the policy.

If a classified employee desires use of a personal day on one of the days listed above due to an emergency condition or extraordinary circumstance, the request should be submitted to the Superintendent for consideration and approval. One day (equal to employee's working hours) shall be granted each classified employee for personal leave upon approval by the supervisor.

## Bereavement Leave

Three days will be granted for each death in the immediate family or extended family. Immediate family will be defined as father, mother, brother, sister, children, spouse, grandparents, grandchildren, and corresponding in-laws. Extended family will be defined as nieces, nephews, aunts, and uncles. An additional two days will be granted for traveling 500 miles or more one-way for death of spouse, children, or parents only.

## Leaves of Absence

Full-time employees, upon proper application and approval, may be granted a leave of absence without pay for ill health or illness in the immediate family. Length of the leave of absence shall be limited to the remainder of the contract year.

An employee reinstated following a leave of absence shall be assigned to the position from which his/her leave of absence was granted whenever feasible. The employee shall be subject to the same conditions of assignment as a regular employee on duty. Fringe benefit allowances shall not accrue, nor will salary increments be granted for the period of absence. In the case of a leave of absence for ill health, a health certificate certifying that the employee is physically able to fulfill the requirements of the job may be required for reinstatement.

## **JURY DUTY**

You are encouraged to fulfill your citizenship obligation of jury duty. The Board supports this commitment by providing no deduction from your accumulated leave or loss of salary while you are on jury duty.

### **Request for Jury Duty**

Employees who receive notice of jury duty must provide a copy of the Jury Duty summons to their immediate supervisor at least five (5) business days prior to the commencement of jury duty.

While serving on jury duty, an employee shall receive full pay at their regular rate for assigned hours of employment. The employee must provide evidence of proof of service to the district Business Manager within 10 days of completion of the duty to avoid any deduction of pay.

## **MILITARY LEAVE**

Under the Uniformed Services Employment and Reemployment Rights Act (USERRA), the District shall grant a military leave of absence to any employee who requests such leave in order to perform service in the uniformed services. The District shall implement and interpret this policy to comply with USERRA and all other applicable state, federal, and local laws, including but not limited to, those prohibiting discrimination or retaliation based on military or other status protected by applicable law.

### **Requesting Military Leave**

Please contact the district Business Manager directly to request your military leave. The Business Manager will request a copy of the military service orders as written documentation to support the military leave request. While the individual is performing military service, he or she is deemed to be on a furlough or leave of absence. Such leave is unpaid, however, employees have the right to use this unpaid leave concurrently with any paid leave available for use for this purpose.

### **Returning from Leave**

Upon completion of military leave, an employee must provide written notice of release from duty. For military leave of less than 31 days, the employee must return at the beginning of the next regularly scheduled work period on the first full day after release from service, taking into account safe travel home plus an eight-hour rest period.

For military leave of more than 30 days but less than 181 days, an employee must submit an application for reemployment within 14 days of release from service.

For military leave of more than 180 days, an application for reemployment must be submitted within 90 days of release from service.

When you return from military leave, it will be with full re-employment rights, including full seniority benefits for your prior service as outlined by the Uniformed Services Employment and Reemployment Rights Act (USERRA) and applicable state laws.

### **How Military Leave Affects your Medical Coverage**

If your military leave is for less than 31 days, the District will maintain and pay for your medical coverage, under the group health plan, on the same terms that apply when you are actively working. Please be sure you make arrangements with the Payroll department to pay for your share of the premium during this time period.

If your military leave is for more than 30 days, classified employees may continue to participate in any fringe benefit plan made available to other such employees for up to 18 months; however, such participation shall be at the sole cost and expense of the employees. Arrangements to pay for continued participation in a fringe benefit plan must be coordinated by the employee with the Payroll department at the commencement of the extended military leave.

The failure to pay the employee portion of applicable insurance premiums within the time specified under the insurance plan's policy provisions will result in a lapse of benefit coverage. Such lapse will be retroactively effective from the date the premium is due and unpaid. A 30-day grace period will be provided in which to remit any due and unpaid premiums. The District will provide written notice of cancellation at least 15 days before the date the insurance policy lapses due to non-payment of premium.

## **SCHOOL CLOSING/INCLEMENT WEATHER**

At times, only the starting time for the school day/work day may be delayed due to inclement weather. Employees will be notified by local radio/television stations and by use of the Southeast School District's voice message system as to starting time in these unique situations.

All **twelve-month employees** may be required to report to work on days when school has been canceled due to inclement weather or other reasons. In the event employees are not required to report to work, employees may elect to use personal days or vacation days to maintain pay for the day(s).

When it is necessary to close schools due to inclement weather or other reasons, **less than-12-month employees** may elect to use personal days to maintain pay for the day(s). If the board of education determines any missed days to be "forgiven", used personal or vacation days will be reinstated.

## **CLASSIFIED ILLNESS BANK**

### **Qualification for Membership:**

Any classified employee who has accrued 20 or more days of personal illness leave as of the beginning of any school year may join the Classified Illness Bank by contributing two of such days to the Bank.

### **Joining the Bank:**

The District Office shall contact each eligible employee and determine in writing whether or not the employee wishes to join or rejoin the Bank.

### **Bank Records:**

The District Office will maintain a record of the days contributed to the Bank and days granted by the Bank.

**Leaving the Bank:** If an employee drops out of the Bank for any reason, the days previously contributed cannot be regained.



**Reentry into the Bank:**

An employee who drops out of the Bank in any given year may rejoin in subsequent years providing the 20 day accrual qualification is met.

**Using Bank Days:**

Members of the Bank who have exhausted all their accrued personal illness leave may request that personal illness leave be granted from the Bank. The general intention is that members may receive days from the Bank as long as there are days available up to 120 working days or until permanent or long-term disability payments begin. However, final decisions or requests and the number of days to be granted shall be made by a governing committee.

Bank days are intended to provide for absences caused by prolonged and serious diseases or disabilities for the employee or his/her immediate family as described below. That would include intermittent absences due to follow-up care related to the initial condition. Generally, bank days are not intended for medical or dental appointments.

At the end of each contract year, the unused days in the sick leave pool shall be carried over into the bank for the next contract year.

The bank may not be used to cover employees who are receiving pay from worker's compensation or KPERS disability.

Days transferred by an employee become a permanent part of the bank and will not be returned.

The provisions of this section shall apply only to illness/disability of the employee, spouse, child, grandchild, sibling, or parent of the employee or his/her spouse.

The application form will include a written statement from the employee's physician certifying that the employee is incapable of performing his/her duties as a result of the prolonged illness or disability. The physician may be asked to certify in writing the number of days absence the given illness or disability requires. The completed form should be returned to the Superintendent who will forward it to the committee. Employees would be eligible for a number of days depending on longevity of bank membership. These limits are for each illness/disability; a separate situation would also be eligible for consideration by the committee in the same school year.

(Years = donated to the bank)

Year 1 – 5	10 days
Year 6 – 10	20 days
Year 11-15	30 days
Years 16-20	40 days
Years 21 and above	days as supported by one's physician

**Governing Committee:**

The Bank will be administered by a five person board--two selected by the classified employees, two selected by the Board of Education and one person agreed upon by both groups. Any policy interpretations or disputes shall be determined by the Governing Committee. The committee will make a decision within 10 days of the request. Written notification of decision will be made by the committee to the applicant. A request must receive at least four (3) votes to be approved. No committee member shall vote on his/her own request or the request of a family member.

**COMPENSATION****Annual Salary**

All classified 12 month employees will be on an annual salary basis with paid holidays figured in. Time sheets will be used to indicate the amount of overtime to be paid, amount of dockage or adjustments to be made to leave accumulations.

**Classified Compensation**

A. New employees with past school related work experience may be granted credit.

B. New employees may be granted up to two or three years' experience for having an earned associate or bachelor degree.

**Food Service Physicals:**

Food service employees will be reimbursed up to \$75 for all annual physicals upon presentation of bill.

**TIME KEEPING & PAY POLICIES/PROCEDURES****Paydays and Methods of Pay**

Employees are paid once a month; on the 20<sup>th</sup> of each month. Compensation will be divided into 12 equal checks.

**Breaks and Meal Periods**

Eligibility for breaks and meal periods will be determined by supervisor at time of employment. Assignment, length of work day, etc., will be considered when determining appropriateness for breaks or meal periods.

**Timecards, Extra Duty, Permit, and Stipend Pay Forms**

Timecards, extra duty, Exception Reports, and stipend pay forms (electronic or paper) represent legal documentation of the hours that you have worked. Each non-exempt employee is responsible for recording and/or reporting their actual hours worked, vacation hours, temporary leave hours, etc. on their individual timecard (electronic or paper). Extra Duty, Exception Reports and stipend pay forms (electronic or paper) must reflect actual hours worked. Exception Reports must document and provide an explanation of any time worked over an employee's base

schedule. All time must be verified and/or approved by your immediate administrator/supervisor before they are submitted to the payroll department. Your pay is based on the time recorded on your timecard (electronic or paper) and/or any other pay form (electronic or paper). In order to ensure accurate and timely pay, all time must be submitted to the payroll department based on the designated timelines.

All time worked should be recorded on a daily basis to ensure accuracy of entries. Falsification or improper alteration of the employee's actual hours worked by either the employee, META editor and/or the immediate supervisor is a violation of the Fair Labor Standards Act and District policy. Employees who violate these requirements will be subject to disciplinary action, including termination of employment. Questions should be directed to your immediate administrator or supervisor.

## Overtime Pay

Non-exempt employees are paid overtime in accordance with applicable law. Overtime will be paid at a rate of one and one-half (1.5) times the employee's regular rate of pay for all hours worked in excess of 40 hours in a workweek. The designated workweek for all classified employees will begin at 12:00 a.m. on Sunday and will end at 11:59 p.m. on the following Saturday.

All overtime work must be authorized in advance by the employee's immediate supervisor.

Holiday, personal leave, and vacation hours are not considered time worked for the purposes of computing overtime. Temporary leave hours (excluding personal leave hours) and emergency day coded hours will not be counted as time worked for the purposes of computing overtime. Compensatory time shall not be considered as time worked for the purposes of computing overtime hours. Continued working of Overtime Hours without prior supervisor approval is a disciplinary infraction and may result in disciplinary action including suspension and/or termination.

## Compensation Time for Non-Exempt Employees

Compensatory time (referenced as "comp time") off in lieu of overtime pay may be offered to District non-exempt employees at the rate of one and one-half (1.5) hours of comp time for each hour of overtime worked. Therefore, comp time may only be earned after working forty (40) hours in the workweek. The comp time option must be agreed upon by the Superintendent and employee **prior** to the overtime hours being worked. Holiday, personal leave, and vacation hours will not be used in computing hours worked during the one-week period for the purposes of calculating comp time. Comp time used may not be included towards the calculation of hours worked.

## Exempt Pay Policy

Except as specifically authorized below, it is the District's intent to pay exempt employees a full salary in a pre-determined amount for a contracted number of days. The District prohibits the making of improper deductions from the salaries of exempt employees, for any workweek in which work is performed, based on variations in the quality or quantity of the work performed. Unsatisfactory quality or quantity of work will be addressed, not be reductions in salary, but rather through regular performance management methods including the evaluations and discipline process. Other deductions from exempt employees' salaries the District views as improper and therefore are prohibited include the following:

- Absences of less than a full workweek occasioned by the District or by the operating requirements of the business;
- Absences of less than a full workweek caused by jury duty, or attendance as a witness in a judicial proceeding (although the District may offset against the regular salary any amount paid as jury or witness pay);
- Absences of less than a full workweek caused by temporary military leave (although the District may offset against the regular salary any military pay the employee receives);
- Partial day absences for personnel reasons or because of sickness or disability not exceeding 2.5 hours per day or greater with Superintendent approval.

On the other hand, deductions from an exempt employee's salary are permitted in the following circumstances:

- If an exempt employee works less than a full workweek in the initial or final week of employment;
- Full day absences or absences greater than 2.5 hours caused by sickness or disability paid in accordance with the District's other plans, policies, or practices providing pay for those absences;
- Full day absences or absences greater than 2.5 hours caused by sickness or disability, even if unpaid, if the employee is not yet eligible for pay or pay has been exhausted under the District's other plans, policies, or practices providing pay for sickness or disability;
- Hours taken as unpaid leave under the Family and Medical Leave Act (FMLA);
- Full day absences or absences greater than 2.5 hours for personal reasons other than sickness or disability;
- Disciplinary suspensions of one or more full days, or other deductions from pay in any amount, imposed as penalties for serious infractions of safety rules of major significance;
- Disciplinary suspensions of one or more full days for infractions of workplace conduct rules including, for example, violations of the District's anti-harassment or workplace violence policies.

#### Reporting Procedure

Any exempt employee who believes his or her salary has been subjected to improper deductions should promptly report those concerns to the Business Manager or Superintendent. Any improper deductions will be reimbursed, and there will be no retaliation against any employee who raises any good faith concern regarding deductions from salary.

### CLASSIFIED SUBSTITUTES

Substitutes for classified personnel will be used as determined by the administration. Bus drivers needing a substitute will notify the District Transportation Agent who in turn will approve the driver's absence and assign a substitute driver. Drivers are expected to notify the Transportation Agent a minimum of one week in advance if needing a substitute except in the event of illness or other emergency situations.

Part-time (less than 40 hours per week) classified employees shall be paid at their current pay rate when substituting in a like or similar position.

### Classified Substitute Pay Rate

Substitutes for all classified personnel except bus drivers shall be paid at the base salary rate for employees in that position with no previous experience.

Substitute bus drivers shall be paid at a hourly rate based on experience.

## **BUS DRIVER COMPENSATION**

### **Part A - Driver hours and pay**

All route drivers will be paid for 4.5 hours per day. Included in the 4.5 hour day, all drivers are expected to keep their bus/van/car clean, fueled, prepare and update routes, make parent phone calls, conduct emergency drills, make transitions connected with their route, and conduct pre/post trip inspections.

\* Bus drivers with a CDL/SP without prior bus driving experience will have a starting wage of \$14.00 per hour.

\*\*Bus drivers with a CDL/SP with at least one year prior experience driving a bus will have a starting wage of \$15.00 per hour.

\*\*Van/Car drivers without a CDL/SP will have a starting wage of \$10.00 per hour.

\*\*\*All drivers will receive a .25 cent longevity raise at the conclusion of their 5th, 10th, 15th, 20th, 25th, 30th, 35th years of service.

### **Part B - Driver Length of work agreement**

Driver length of work agreement will coincide with the days school is in session (currently 161). In addition, 5 days will be added for the following:

2 Days - To cover a minimum of 10 safety meetings.

1 Day - To attend the back to school all staff meeting.

2 Days- One at the beginning of the year to prep bus and pre-run routes and one at the end of the year to deep clean bus.

\*\*Drivers transporting student(s) under the calendar of another school district may have additional days added to their work agreement.

### **Part C - Activity trips, shuttles, and special routes**

Activity trips will be paid at the driver's hourly rate for both driving and down time. One hour minimum will be paid for all activity trips. PreK Routes, after school sports shuttles, day shuttles (ex. FFA/VoTech), and afterschool programs will all be paid per hour at the drivers hourly rate with a one hour minimum.

### **Overnight Trips**

Food - up to \$25 per day; Lodging - single rate if not provided by the district; Pay will not include overnight sleeping time.

### **Renewal Classes for Defensive Driving**

Paid at driver hourly rate.

### **Renew Classes for First Aid**

Paid at driver hourly rate unless course is offered at back to school meeting.

## License Fees

District pays CDL license fees for all drivers.

## Annual Physicals

Any balance due after personal insurance will be reimbursed up to \$75 upon presentation of bill.

## Drug Testing

Random drug testing will be at district expense.

## Substitute Bus Drivers

Substitute drivers will receive \$10 per hour for time spent in training based on the following schedule:

Mandatory Pre-Test Training Time -	up to 12 hours
Driving Test	up to 3 hours

## Activity Bus Driver Policy

Activity sponsors may be paid for driving time only for driving their own sponsored activity group in a bus requiring a CDL license. Payment would be as per the regular bus driver's salary schedule.

## DOUBLE PAY

Employees may not draw two salaries at the same time. For example:

1. Earn extra duty game pay at same time as drawing custodial pay.

## HOURLY PERSONNEL

Hourly personnel may be employed to utilize special funding opportunities, to fill special needs, or as otherwise determined by the Board of Education.

A. Compensation is on a straight hourly wage basis with no local fringe benefits, sick or other leave, or holiday pay. The hourly wage will be set annually by the Board of Education.

B. Hourly personnel employed 9 hours per week or more shall be evaluated at least once per year by the building principal.

C. Hourly personnel will have the same rights of non-discrimination, grievance procedures, and due process as other employees.

## **AT-RISK PROGRAM**

At risk personnel are employed through special funding specifically authorized by State Department of Education for approved at-risk programs.

A. At-risk employees shall be hourly personnel, but shall receive one sick day for each month of employment, cumulative to 60, and one personal day per year, cumulative to two.

B. The preferred educational requirement for employment is a four year Bachelor's degree. Teacher certification is not required but may be a consideration.

C. The Board will pay a defined benefit toward the cost of the district health insurance plan for at-risk personnel employed one-half time or more. (does not apply to dental or vision insurance)

## **FINAL PAYCHECK AND CLEAR OUT**

Before leaving the employment of the District, employees must return all District property that has been issued or acquired during the course of their employment with the District. Such property includes, but is not limited to, the following: Keys, Employee Badges, Uniforms, Tools, Equipment, Pagers, Phones, Computers, and District Credit Cards. Employee's final pay will be deducted for the replacement costs of any district property not returned. In order to receive full final paycheck without such deductions, employee must submit a district property return form that has been signed by immediate supervisor.

Upon receipt of a separation notice, the Business Manager will initiate the separation notification process. If applicable, the Payroll department will compute accrued benefits according to the provisions of District policy. Accrued payroll benefits of vacation and personal leave will be paid with all hours due. The last pay will be issued in accordance with the next scheduled payday.

## **STUDENT SUPERVISION**

Supervisors are employed to monitor students at time when they are not directly under the control of other school personnel. This may be before, during, or after the regular school day.

A. Supervision employees shall be hourly personnel.

B. Student supervision includes the supervision of hallways, lunchrooms, detention periods, in-school suspension rooms, and similar activities.

## **SPECIAL PROGRAMS**

### **SERVICE AWARDS AND OTHER RECOGNITION**

At the end of the school year, during the All Staff Celebration, Southeast employees are recognized for their years of service and dedication to the District. Lapel pins are given for 5, 10,

15, 20, 25, and 30 years of service. Additional recognition may be included at the discretion of the administration.

## **WORKPLACE SAFETY AND SECURITY**

### **Health, Safety, and Security**

The health, safety, security of all employees is of primary importance to the District. All employees are responsible for undertaking their daily job activities in the safest possible manner. Employees are expected to comply with all safety, security and health policies, regulations, and/or laws that apply to our District. Employees are encouraged to report unsafe, unhealthy, or unsecured conditions to their immediate supervisor. It is important that all of us contribute to keeping the Southeast School District a safe, secure, and healthy place to work.

### **Employee Badge Guidelines**

All employees are required to display their Southeast School District identification badge on their person when on duty in any building. Adults in our buildings without proper identification are a cause of anxiety for our students as well as employees. All employee badges contain a photo of the employee, the employee's name, and a Southeast School District ID number. The badge must be worn at waist level or above, preferably around the neck, in plain view at all times.

It is expected that all employees will politely question any adult visitor or unknown youth in a District building during the school day who is not displaying either an employee or visitor badge. Such persons are to be taken to the main office to sign-in and receive the appropriate identification. Employee badges are the property of the Southeast School District and should not be altered in any way. This includes photo alteration as well as placing stickers, pins, or buttons on the badge. You will be asked to replace any materials that have been altered in such a manner. If an employee badge is lost or stolen, please notify the district office immediately at 457-8350.

### **Bullying and Violence Prevention**

The Southeast School District is dedicated to maintaining a safe and secure academic environment. Each and every employee is an important part of this effort. The Southeast philosophy in regards to preventing bullying and violence is to maintain a proactive mindset every day in the workplace. Reactive measures such as crisis plans, procedures and disciplinary measures are all in place but they do not prevent violence.

#### **Every Day in the Workplace**

- Observe and assess your workplace daily.
- Report anything that does not look or feel "right."
- Be responsive to statements of concern by students or staff.
- Identify bullying or intimidation that occurs outside of classrooms. Engage a team effort to defuse such behavior before it results in violence.
- Always display your Southeast Photo Identification Badge.
- Question those without a pass. Offer them assistance.
- Do not prop open any exterior doors. Maintain access control.
- Know your workplace. Spend a few minutes to think about what you would do in an emergency situation; Investigate any behavior or thinking of concern.



## **EMERGENCIES**

All employees should understand specifically what is expected of them in emergency situations in their assigned building. It is expected that every employee will make an effort to become familiar with the evacuation routes, tornado shelters, and specific emergency plans pertinent to their position. All employees are responsible for understanding emergency procedures as outlined in the district crisis plan. The primary considerations in any emergency are to take quick action (i.e. call 911, fire alarm, first aid, etc.), make appropriate notifications to emergency services, and assist those in need. Immediate supervisors are to be notified of any and all emergencies as soon as possible.

## **WORKER'S COMPENSATION**

Worker's compensation is an insurance plan provided by an employer (by law) to pay employee benefits for job-related injuries, disability, or death. An employee cannot be fired, demoted, or otherwise discriminated against for filing a claim in good faith.

### **Procedures for Filing a Worker's Compensation Claim**

- Employees should report all work-related injuries immediately to their supervisor.
- If the injury is not of a critical nature, the employee will be instructed to seek medical attention from the District Nurse. Occupational Health Services (OHS) will be used if further treatment is necessary. The District Office must give approval for Occupational Health Services to treat an employee.
- **If the injury is life or limb threatening, call 911.**

### **Required Forms to be Completed within 24 hours**

Obtain the forms listed below from a District Nurse or District Office. All forms are to be completed and submitted to the District Office within 24 hours.

Supervisor: *Supervisor's Accident Investigation Report*

Injured Employee: *Report by Injured Employee*

A physician must conduct a medical evaluation of the injured employee and complete a *written status report* in which the physician will stipulate any work restrictions for the injured employee on this form or state the employee is able to work without restrictions. The *Work Ability Report* will be brought to the District Office or Administrator before returning to work after each visit.

### **Accident Investigations**

Accidents resulting in injury to an employee will be fully investigated by the Administration to protect the interests of the District as well as the employee.

## **REPORTING FRAUD, THEFT OR MISUSE OF DISTRICT ASSETS**

It is the duty of each employee who knows of any fraud, theft or misuse of District assets, including, without limitation, cash, supplies, equipment, services, etc., to report the same to the appropriate District official. The report must be made in writing or by e-mail. Failure to comply with this policy may result in disciplinary action. The "appropriate District official" may include any one of the following:

1. The employee's immediate supervisor;
2. The employee's department head;
3. The District Business Manager;
4. A Principal;
8. The Superintendent; or

#### 9. The President of the Board of Education

No person filing a report concerning a co-worker under this policy shall be subject to retribution or retaliation of any kind.

Any employee who operates district-owned vehicular equipment must be 18 years of age or Older and possess a valid driver's license. The District Office will conduct an annual driver's license check of all employees who operate district-owned vehicular equipment and may deny driving privileges for those employees whose licenses have been suspended or revoked within the last five years. No employee may operate a district-owned vehicle without approval from the Superintendent or a building administrator.

### **EMPLOYEES WHO OPERATE DISTRICT-OWNED VEHICLES TO TRANSPORT STUDENTS**

Any employee of the Southeast School District who operates district-owned vehicular equipment to transport students must be 21 years of age or older; possess a valid driver's license; have at least one year experience operating a motor vehicle; sign a statement indicating that they have not been convicted of a felony; sign a statement indicating that they have not been convicted of a crime involving a child, and sign a statement indicating that they have not been convicted of a major traffic violation. For the purposes of this policy, major traffic violations will be defined as driving under the influence (DUI), hit and run, vehicular homicide, and reckless driving. If an employee fails to meet any of the above criteria, permission to drive students in district-owned vehicles will be denied.

### **CRIMINAL ACTIVITY REPORTING REQUIREMENTS**

An immediate report shall be made to the appropriate state or local law enforcement agency by or on behalf of any school employee who knows or has reason to believe that an act has been committed at school, on school property, or at a school supervised activity and that the act involved conduct which constitutes the commission of a felony or misdemeanor or which involves the possession, use or disposal of explosives, firearms or other weapons.

The Superintendent or his/her designee shall develop administrative guidelines for the provision of the reporting requirements.

### **CHILD ABUSE REPORTING REQUIREMENTS**

When any district employee has reason to suspect that a child has been harmed as a result of physical, mental or emotional abuse or neglect or sexual abuse, the employee shall report the matter promptly as provided in K.S.A. 38-2223.

