



USD 247 Southeast Classified Handbook



District Mission Statement

USD 247 will educate and empower every student to achieve success through high levels of learning within a positive culture.

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 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 discussed in this handbook. The Board of Education delegates authority to the Superintendent of Schools to implement board policies. The administration will adopt guidelines reflecting the requirements and intent of the board policies.

The Board of Education, 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

The goal for hiring any employee is to hire the “most qualified person for the position and the hiring procedures will be designed to achieve this result. Fair and equitable recruitment practices include appropriate channels for identifying promising candidates.

Candidates hired will receive salaries commensurate with their education, experience and training. Fringe benefit programs are the same for all employees within an employee class.

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 positive work environment free from unlawful discrimination and harassment. The District strictly prohibits harassment of any kind, including harassment based on sex, age, gender, 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 or student who has been sexually harassed, you are required to report such action to an administrator, Title I Coordinator, or to the Superintendent. (Title VII Coordinator and Superintendent may be the same person.

Common Forms of Harassment including Sexual Harassment

Harassment may take many forms, but the most common forms may include but are not limited to:

- 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, and offensive environment.

Reporting Harassment including Sexual Harassment

An employee who believes that he or she has suffered harassment may report such matter to their immediate supervisor. Claims by an employee regarding harassment may also be reported to the Title VII Coordinator and/or Superintendent. The District will conduct a thorough and objective investigation of the incident(s), trying 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 of their employment based on the individual facts, and the nature, severity and frequency of the conduct.

The District will take steps as necessary to provide supportive measures and 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 have 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, 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

The District reserves the right to discipline, transfer, demote any employee or change the employee's job duties or responsibilities.

The Superintendent will make all employment assignments.

Job assignments will be determined based on an employee's education, experience, training and job performance evaluations.

Promotion

All staff are encouraged to seek education necessary for promotion opportunities. Promotion policies are applied equally to all members of the staff. Determination of merit is based on qualifications, experience and commitment and the requirements of the job description.

Termination

An exit interview may be conducted with employees terminated. Each employee is given an opportunity to discuss the reasons for leaving and any suggestions or recommendations to improve the job description and job performance.

VACANCY NOTICES

Classified vacancy notices are posted on the Southeast School District website and posted by district e-mail when the timeline for hiring permits. 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 position is needed immediately to support the operation and mission of the District.

Fair Employment

There shall be no discrimination on the part of the District, Board of Education and administration in the practices, procedures, or policies in the hiring, compensation, 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 provided a copy of this handbook and notified of any policy changes.

Responsible Employee

The Superintendent of Schools is the individual hired and designated by Kansas law to manage the district on a day-to-day basis subject to the policies, rules, and regulations of the board of education. The business address and telephone number are: District Office, 506 S. Smelter, Cherokee, Kansas 66724, 620-457-8350.

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 confirmation of employment 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. After the initial year of employment, the district will pay for required annual health examinations up to \$75 after personal insurance has paid.**

The Board may request an employee to submit a new health certificate at any time there is reasonable cause to believe the employee is suffering from an illness detrimental to others.

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 disqualify the employee from being hired.

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 and Promotion

A transfer request may originate with either the employee or their supervisor and must be filed in writing with the Superintendent or his designee. Consideration will be given to all individuals desiring another open position.

Evaluation

Classified employees will be evaluated 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 respond to the evaluation by submitting a written statement to within 10 working days of signing the evaluation.

Employees will be evaluated by supervisors as determined by the Superintendent or designee. More frequent, and specific job performance improvement discussions may occur should deficiencies in performance warrant such action. Steps to improve job performance include but are not limited to any of the following:

- Verbal instruction of desired performance

- Written warning, suspension, or if warranted a recommendation for termination.

SUSPENSION AND DISMISSAL

As per board policy GCK, the superintendent has the authority to suspend classified employees with or without pay. If a suspension without pay is imposed on a classified employee, the employee is entitled to pay until the employee has been advised of the basis for suspension and has been given an opportunity to respond. 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 impose a suspension and document in the personnel file, or (C) 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.

ATTENDANCE

Reporting an Absence from Work

At times employees miss work due to illness or for some other unforeseen reason. When this occurs, the employee is responsible for contacting their supervisor. 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. All school employees should contact their supervisor before 6 a.m. if they will not be able to be at work that day.

Leaving Work before the End of the Scheduled Workday

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

Absence without Notice

For the Southeast School District to operate effectively, you are required to keep your supervisor informed of your attendance status when off work due to illness, accident, or any other reason.

Failure to notify your immediate supervisor of your absences within two days, will result in your voluntarily resignation from your position with the District. Failure to notify your supervisor of an absence for part or all of one day will result in disciplinary action.

Excessive Absences

Excessive absenteeism, may result in discipline up to and including termination.

CIVILITY OF 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. Treating everyone with dignity and respect is required of all employees.

Uncivil behaviors shall be defined as any that are physically or verbally threatening, either overtly or implicitly, including but not limited to behaviors that are abusive, coercive, intimidating, violent or harassing, .

Examples include, but are not limited to, use of profanity, personally insulting remarks, attacks on a person's race, sex, gender, nationality, religion, or angry, loud behavior towards others. 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 and documented Confidentiality shall be observed whenever possible to protect the complainant and the alleged offending person. Students and employees may be subject to additional discipline under building and/or District policies. Retaliation against a person who reports a claim of uncivil behavior is 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 and vaping substances.

POSSESSION OF A WEAPON OR WEAPON-LIKE DEVICE OF EMPLOYEES

The District prohibits any employee or student 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 pocketknife, 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 pocketknives with blades less than “four inches”.
- c. An antique firearm unless written permission is provided for by the superintendent;
- 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, sell, manufacture, or dispense illicit drugs, controlled substances, or alcoholic beverages on District property or at any district sponsored function.

The District will make efforts to inform employees of the dangers of alcohol and drugs; will try 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. The employee will have an opportunity to respond to any evidence that they have violated school policies. Nothing in this policy is intended to limit or restrict the right of the District to take any other disciplinary action.

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:

- As a condition of employment, District employees must 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.
- As a condition of employment, District employees must report any criminal charge 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 charges are filed.
- Within 30 days after written notice of the charge is received, the District may take appropriate disciplinary action. Such disciplinary action may include but is not limited to termination, suspension of employment; probation; mandatory successful participation in a drug abuse assistance or rehabilitation program.

SOLICITATION AND DISTRIBUTION

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

USE OF COMMUNICATION TECHNOLOGIES

Employee use of communication devices in an inappropriate or unacceptable manner, in violation of Board policies or guidelines is subject to disciplinary action up to and including termination.

Communication devices shall include use of technology on District property or at District sponsored activities whether owned, operated, or provided by the District. Examples of communication devices shall include but is not be limited to, voice mail, computer networks,

computer, cell phones, smart phones, the Internet, email and other applicable services or technologies either now in service or implemented in the future.

SOCIAL NETWORKING

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

If you are going to maintain your own personal social networking sites or blogs outside of your duty day, the following guidelines apply:

- 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 or other social media site do not use negative comments about students, parents, employees or others, vulgar language, and other entries that will diminish your effectiveness as a school employee and/or potentially impact your employment. Please recognize that the content of a blog can be accessible to many, either directly or through copying and pasting by others. Anything you post on social media is your "resume" so make sure it reflects positively about you.
- 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 the content or exercise caution in the photos you allow to be taken of yourself.

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?"

Public school employees are held to a higher public standard" and it is important that social networking does not interfere with the workday or create work-related issues.

RECEIPT OF GIFTS

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 only. 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. Each authorized employee's maximum amount of purchases for a monthly billing cycle
- 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, up to and including termination of employment. Every credit card user shall retain the 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 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 a high priority. Staff members have access to business systems, future plans, student records, personnel records, and other personal and private information that is considered confidential. All employees are required to protect this confidential student and employee information, file it properly when not being used, and must only discuss it with other employees who in the performance of their job have a legitimate need to know.

When requested by law enforcement or certain government agencies, home phone numbers and addresses of staff and/or students who have opted out of directory information must not be provided to anyone unless approved by the appropriate administrator. Unlisted phone numbers should not be given out to anyone under any circumstances. Please inform the administration of any requests for this information.

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 or school district equipment 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 election 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 election to said office. This leave may be approved yearly. 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 they held upon being granted leave.

STANDARDS OF CONDUCT FOR EMPLOYEES

To create a positive working environment for all employees, certain basic guidelines and expectations are required of each employee.

Each school district employee is required to be professional and responsible at all times.

Following is a list of examples of negative workplace behaviors which may result in 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 district property or the property of, fellow employees, and/or students.
- c) Theft, unauthorized possession, or removal of District property or the property of fellow employees, and/or students without prior permission.
- 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 includes but is not limited to any behavior that is physically or verbally threatening, either overtly or implicitly, as well as behavior that is coercive, intimidating, violent or harassing and using profane or abusive language.
- f) Inappropriate and/or unacceptable use of District communication devices 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 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. Failure to report child abuse and neglect as required by Kansas law or any inappropriate relationship with a student.
- k) Giving or discussing confidential employee and student 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 with a value exceeding \$50.

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.

The above list not exhaustive and simply provides examples of prohibited behaviors. Additional behavior, including but not limited to the above may be grounds for termination depending on the facts in each situation.

RESIGNATION

An employee who desires to resign must submit a written letter of resignation to the employee's immediate supervisor or the Superintendent of Schools at least two weeks (10 business days) prior to their requested resignation date. Failure to provide notice may result in loss of any accrued leave time.

DRESS

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

BENEFITS

Fringe Benefits

A. The district 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. No cash value will be provided. Additionally, a \$30,000 life insurance policy will be provided for each full-time or half time classified employee.

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 leave. 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 leave 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 more than 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 in an emergency, and must be approved by the employee's supervisor. Vacation hours do not 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 school 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 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.

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 an early retirement benefit for 5 years or until age 65.

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 more than the number of accumulated days, one day's wage will be deducted. If the employee has used all sick and vacation leave and is not eligible for FMLA/ADA leave due to a health issue, then the employee is subject to termination.

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

FMLA (Family Medical Leave Act)

Family and medical leave as required by federal law shall be granted for a period of up to 12 weeks during a 12-month period. For purposes of this policy, a 12-month period shall be defined as a fiscal year beginning on July 1 and ending the following June 30. Spouses who are eligible for FMLA leave and are both employed by the district may be limited to a combined total of 12 weeks of leave during any 12-month period if the leave is taken for birth of the employee's son or daughter or to care for

the child after birth, for placement of a son or daughter with the employee for adoption or foster care or to care for the child after placement, or to care for the employee's parent with a serious health condition.

Leave is available for the following:

- (1) the birth of a son or daughter of the employee and to care for the newborn child;
- (2) the placement of a son or daughter with the employee for adoption or foster care and to care for the newly placed child;
- (3) to allow the employee to care for the employee's spouse, son, daughter, or parent with a serious health condition;
- (4) a serious health condition of the employee that makes the employee unable to perform the functions of his or her job;
- (5) any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on active duty (or has been notified of an impending call or order to achieve active duty) in support of a contingency operation; and
- (6) the need to care for a covered service member with a serious injury or illness if the employee is the spouse, son, daughter, parent, or next of kin of the service member Eligible employees are, for reason (6) only, entitled to a combined total of 26 workweeks of leave during a 12-month period.

This leave shall normally be unpaid leave. However, if the employee has any paid vacation, personal, or sick leave that is available for use because of the reason for the leave, the paid leave shall be used concurrently with the annual family and medical leave. The superintendent will notify the employee of the beginning date of family and medical leave and the amount of the employee's accrued paid leave designated as family and medical leave.

The employee is eligible for family and medical leave if he or she has been employed by the district for at least 12 months and has worked at least 1,250 hours during the 12-month period immediately preceding the commencement of the FMLA leave.

During the period of any unpaid family and medical leave, the board shall continue to pay the employer's share of the cost of group health benefits in the same manner as paid immediately prior to the leave. Any employee portion of the cost shall be paid by the employee to the clerk of the board on the payroll date or other time as the employee and superintendent may agree prior to the commencement of the leave. The

board may terminate group health coverage if the employee's portion of the payment is not received within 30 days of the due date, so long as written notice of the delinquency in payment and the notice of intent to terminate coverage are sent at least 15 days prior to the termination.

When leave is foreseeable, the employee shall give written notice 30 days in advance. If leave is not foreseeable, notice will be given as soon as is practicable.

Upon the employee providing notice of need for leave, the employer will notify the employee of the following within 5 business days, absent extenuating circumstances:

- a. whether the employee is eligible for FMLA leave, and the reasons that leave will or will not count as family and medical leave;
- b. any requirements for medical certification;
- c. employer requirement of substituting paid leave; requirements for premium payments for health benefits and employee responsibility for repayment if employer pays employee share;
- e. right to be restored to same or equivalent job; and
- f. any employer required fitness-for-duty certifications.

The superintendent may require an instructional employee to continue leave until the end of a semester if the leave begins more than five (5) weeks before the end of a semester, lasts more than three (3) weeks and the return would occur during the last three (3) weeks of the semester.

Leave for reason 1 or 2 must be taken within 12 months of the date of birth or placement of the child. Family leave for reasons 1 or 2 may not be used intermittently or on a part-time basis without the prior approval of the superintendent.

If the leave is for a reason other than the employee's serious health conditions or for a qualifying exigency as described in section (5) above, the superintendent may require an instructional employee to continue leave until the end of a semester, if:

1. the leave begins in the last five (5) weeks of a semester, will last more than two (2) weeks and the return to work would occur in the last two (2) weeks of a semester, or
2. the leave begins in the last three (3) weeks of a semester, and lasts more than five (5) days.

(Note in the above the district needs to define how you calculate the leave time by a calendar year or school year

EMERGENCY LEAVE

A maximum of two days per year will be granted for any court appearance if subpoenaed or for any other legal matter that the employee did not file 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. One day (equal to employee's working hours) shall be granted each classified employee for personal leave upon approval by the supervisor.

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. 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 the employee can 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 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.

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, who exhaust their 12 weeks of FMLA leave, upon proper application and approval, and you 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. This is already covered by FMLA leave which provides 12 weeks of unpaid leave. If you allow this, then you would have to offer the unpaid leave of absence to the end of the school year for anyone who runs out of FMLA leave during the 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 possible. 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 will be required for reinstatement.

Jury Duty

You are encouraged to fulfill your citizenship obligation of jury duty service. 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 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.

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, they are 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 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, considering 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 apply 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.

The return from military leave, 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

The starting time for the school day/workday may be delayed or school may be cancelled due to inclement weather or other emergencies. 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 and those less than 12-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).

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 days to the Bank.

Joining the Bank

The District Office shall contact each eligible employee and determine in writing whether 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, and they make up any required contributions assess since leaving the leave bank program

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. Upon approval of the leave request, members may be granted up to up to 120 working days. Final decisions or requests and the number of days 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. Bank days are not intended for medical or dental appointments or well-baby care.

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 due to a 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 bank days based on their longevity as a bank member.. These limits are for each illness/disability; a separate situation would also be eligible for consideration by the committee in the same school year. Most banks limit it to one request per year and the employee must have exhausted all eligible leave days including their 12 weeks of FMLA leave.

(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 recommended by employee's physician

Governing Committee

The Bank will be administered by a five-person committee--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 decide within 10 days of the request. Written notification of the decision will be provided to the applicant. A request must receive at least four (3) (is it 4 or 3?) votes to be approved. No committee member shall vote on their 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 included. Time sheets will be used to indicate any overtime to be paid, and monthly adjustments to leave accumulations.

Paydays and Methods of Pay

Employees are paid once a month, on the 20th 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 the supervisor. When determining appropriate breaks or meal periods the supervisor will consider but is not limited to the following assignment, length of work day, job responsibilities, district needs, other employees available to provide assistance etc.

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 an employee actually worked. . Each non-exempt employee is responsible for recording and/or reporting their actual hours of work, 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 being submitted to the payroll department. Pay is based on the time recorded on the timecard and/or any other pay form (electronic or paper). To ensure accurate and timely payment, all time must be submitted to the payroll department before the designated timelines.

To ensure accuracy of entries, all time worked should be recorded daily. Falsification, inaccuracies or improper alteration of the employee's actual hours worked by the employee or any other employees, is a violation of the Fair Labor Standards Act and District policy. Employees who violate these requirements will be subject to discipline up to and 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 more than 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 writing before the work is done, 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. Working overtime hours without prior supervisor approval is a disciplinary infraction and may result in disciplinary action up to and 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. Employees may not accumulate more than 4 hours of compensatory time in any given work week and Comp time must be used in the current pay period.

Exempt Pay Policy

Except as specifically authorized below, the District will pay an exempt employee's salary in a pre-determined amount for a contracted number of days. The District prohibits making 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 not be addressed through reductions in salary, but through regular performance management methods including the evaluation and discipline process. Other prohibited deductions from exempt employees' salaries 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 discipline for serious safety infractions;
- Disciplinary suspensions of one or more full days for infractions of workplace conduct rules including but not limited to, for example, violations of the District's anti-harassment or workplace violence policies.

Reporting Procedure

Any exempt employee who believes their 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 of needing a substitute except in the event of an illness or other emergency.

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 an 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, complete any paperwork and conduct pre/post trip inspections.

* Bus drivers with a CDL/SP without prior bus driving experience will have a starting wage of \$16.00 per hour.

**Bus drivers with a CDL/SP with at least one-year's prior experience driving a bus will have a starting wage of \$17.00 per hour.

**Van/Car drivers without a CDL/SP will have a starting wage of \$12.00 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. 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) based on 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. T 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 driver's 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 or any time they are not required to be driving.

Renewal Classes for Defensive Driving

Paid at driver's hourly rate.

Renew Classes for First Aid

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

License Fees

District pays CDL license fees for all drivers upon submission of the bill.

Annual Physicals

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

Drug Testing

Random drug testing will be at district expense.

Activity Bus Driver Policy

Activity sponsors may be paid for driving time only for driving their 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. All board policies apply to all employees no matter how many hours they work

FINAL PAYCHECK AND CLEAROUT

Before leaving the employment of the District, employees must return all District property issued or acquired during their employment with the District. Such property includes but is not limited to: Keys, Employee Badges, Uniforms, Tools, Equipment, Pagers, Phones, Computers, and District Credit Cards. The employee's final pay will include deductions for the replacement costs of any district property not returned. To receive a final paycheck without such deductions, the employee must submit a district property return form signed by their 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 according to policy. The last pay check will be issued on the next scheduled payday after the above requirements are finalized.

Special Programs

Service Awards and Other Recognition

At the end of the school year, during the All-Staff Celebration, USD 247 employees are recognized for their dedication and years of service 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 board of education.

WORKPLACE SAFETY AND SECURITY

Health, Safety, and Security

The health, safety, security of all employees is a District priority. All employees are responsible for completing their daily job activities in the safest manner. Employees are expected to comply with all safety, security and health policies, regulations, and/or laws applicable to public school districts. . Employees are encouraged to report unsafe, unhealthy, dangerous, or unsecured conditions to their immediate supervisor. Keeping U.S.D. 247 safe, secure, and healthy learning and work environment is every employee's responsibility.

EMPLOYEE BADGE GUIDELINES

All employees are required to wear their U.S.D. 247 identification badge when on duty in any building. All employee badges contain a photo of the employee, the employee's name, and a U.S.D. 247 District ID number. The badge must always worn in plain view preferably around the neck or at waist level.

Adults in our buildings without proper identification create potential security issues and anxiety for our students and employees. All employees are expected to politely question any adult visitor or unknown youth in a District building who is not displaying a visitor or employee badge. Offer to escort these individuals to the main office to sign-in and receive the appropriate identification. Employee badges are the property of the School District and should not be altered. 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. If an employee badge is lost or stolen, please notify the district office immediately at 457-8350.

BULLYING AND VIOLENCE PREVENTION

Refer to the board policy manual and the district website.

EMERGENCIES

All employees should understand what is expected of them in emergency situations. Every employee is expected to be familiar with the evacuation routes, tornado shelters, and specific emergency plans applicable to their position. All employees are responsible for implementing the emergency procedures 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 school administrators, and assist those in need. Immediate supervisors are to be notified of all emergencies as soon as possible.

WORKER'S COMPENSATION

Worker's compensation is an insurance plan provided by an employer under Kansas 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 see 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 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* and any work restrictions or if the employee is able to work without restrictions. The *Work Ability Report* should be submitted after each visit to the District Office or Administrator before returning to work.

Accident Investigations

Accidents resulting in injury to an employee will be fully investigated to protect the interests of the employee and the Administration.

REPORTING FRAUD, THEFT, AND MISUSE OF DISTRICT ASSETS

Employees who become aware of any fraud, theft, or misuse of District assets, including, without limitation, cash, supplies, equipment, services, etc., are required to inform the appropriate District official in writing or by e-mail. Failure to comply 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 making a report co-wo shall be subject to retaliation of any kind.

Any employee who operates district-owned vehicular equipment must be at least 18 years of age and possess a valid driver's license. The District Office will conduct an annual driver's license checks to ensure all employees who operate district-owned vehicular equipment have a valid driver's license. Any employee whose license has been suspended or revoked within the last five years will not be allowed to drive. No employee may operate a district-owned vehicle without approval from the Superintendent or a building administrator.

EMPLOYEES WHO USE DISTRICT VEHICLES TO TRANSPORT STUDENTS

Any USD 247 employee who operates district-owned vehicular equipment to transport students must be at least 21 years of age; possess a valid driver's license; have at least one year's experience operating a motor vehicle; sign a statement indicating they have not been convicted of a felony; sign a statement indicating they have not been convicted of a crime involving a child, and sign a statement indicating 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, the employee will be denied permission to drive students and district-owned vehicles.

CRIMINAL ACTIVITY REPORTING REQUIREMENTS

An immediate report shall be made to the appropriate state or local law enforcement agency by 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 that involves conduct which constitutes the commission of a felony, misdemeanor or involves the possession, use or disposal of explosives, firearms or other weapons. The Superintendent or designee shall develop procedures for making this report.

CHILD ABUSE REPORTING REQUIREMENTS

Any district employee who has reason to suspect that a child has been harmed because of physical, mental, or emotional abuse or neglect or sexual abuse, shall report the matter promptly to the Department of Children and Families by calling 1-800-922-5330 as provided in K.S.A. 38-2223. Employees are recommended to document the date and time of the report.