

**SANTA FE TRAIL USD 434**

**CLASSIFIED EMPLOYEE  
HANDBOOK**

**POLICIES AND PROCEDURES FOR CLASSIFIED EMPLOYEES**

**2019-2020**

**Santa Fe Trail USD 434**

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[www.usd434.org](http://www.usd434.org)

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## **INTRODUCTION**

The information provided in this Classified Employee Handbook has been compiled for the convenience of all classified staff members. It has been prepared to assist all classified employees in understanding the Santa Fe Trail School District's policies, practices, and guidelines.

Santa Fe Trail School District complies with all federal, state and local laws that are applicable to this employee handbook.

The Board of Education delegates authority to the Superintendent to implement the policies. The Board of Education reserves all rights to add, delete, alter or amend any district policies. Any changes to the district policies will be sent to all district employees and will be posted by appropriate means.

The following material is presented in an informational capacity only. The contents should not be interpreted as a contract between the Santa Fe Trail School District and its employees. If a conflict of information is found between this handbook and district policy, the district policy shall supersede.

Please read and review the Classified Employee Handbook carefully. If you have any questions regarding the contents of this handbook, contact your immediate supervisor or the district office.

## **DISTRICT VALUES**

### **DISTRICT MISSION STATEMENT**

The mission of Santa Fe Trail USD 434 is to support individual student needs in preparation for successful lifework.

### **ACCEPTANCE OF ACCOUNTABILITY**

Achieving our mission is a shared responsibility. The primary responsibility is accepted by the Board of Education and Superintendent of Schools, building administrators, faculty members, and support personnel of the district.

Students are accountable for taking advantage of educational opportunities and experiences provided throughout the district. The parents and community contribute to the achievement of these specific goals by upholding this mission and actively supporting the school and students. The Santa Fe Trail School District expects support from government agencies involved in education.

Santa Fe Trail USD 434 does not discriminate on the basis of race, color, religion, national origin, sex, age or handicap in admission or access to, or treatment or employment in its programs and activities.

### **DISTRICT BELIEFS**

- The individual needs of all students should be the focus in instructional planning and address personal well-being.
- Guidance in exploring various college and career opportunities is an essential element of a comprehensive education program.
- Character education efforts help prepare students to become responsible and accountable citizens.
- Personal growth and achievements should be privately and publicly recognized.
- Parents and communities are an integral part of the educational process and student success.

## EMPLOYMENT NOTICES

### EQUAL EMPLOYMENT OPPORTUNITY

The board shall hire all employees on the basis of ability and the district's needs.

The district is an equal opportunity employer and shall not discriminate in its employment practices and policies with respect to hiring, compensation, terms, conditions, or privileges of employment because of an individual's race, color, religion, sex, age, disability or national origin.

Inquiries regarding compliance may be directed to Superintendent of Schools, Unified School District 434, 104 S. Burlingame Ave, Scranton, Kansas 66537; phone 800.836.9025.

or:

Equal Employment Opportunity Commission  
400 State Avenue, 9th Floor  
Kansas City, Kansas 66101  
(913) 551.5655

or:

Kansas Human Rights Commission  
900 SW Jackson, 8th Floor  
Topeka, Kansas 66603  
(785) 296.3206

or:

United States Department of Education  
Office for Civil Rights  
8930 Ward Parkway, Suite 2037  
Kansas City, Missouri 64114  
(816) 268.0550 / FAX (816) 823.1404 / TDD  
800.437.0833  
email: [ocr.KansasCity@ed.gov](mailto:ocr.KansasCity@ed.gov)  
Website: <http://www.ed.gov/ocr/>

### SEXUAL HARASSMENT (BOE Policy GAAC)

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

Sexual harassment is unlawful discrimination on the basis of sex under Title IX of the Education Amendments of 1972, Title VII of the Civil Rights Act of 1964, and the Kansas Acts Against Discrimination. All forms of sexual harassment are prohibited at school, on school property, and at all school-sponsored activities, programs or events. Sexual harassment against individuals associated with the school is prohibited, whether or not the harassment occurs on school grounds.

It shall be a violation of this policy for any student, employee, or third party (visitor, vendor, etc.) to sexually harass any student, employee, or other individual associated with the school. It shall further be a violation for any employee to discourage a student or another employee from filing a complaint, or to fail to investigate or refer for investigation, any complaint lodged under the provisions of this policy. Violation of this policy by any employee shall result in disciplinary action, up to and including termination.

Sexual harassment shall include, but not be limited to, unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when: (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Sexual harassment may result from verbal or physical conduct or written or graphic material.

Sexual harassment may include, but is not limited to: verbal harassment or abuse; pressure for sexual activity; repeated remarks to a person, with sexual or demeaning implication; unwelcome touching; or suggesting or demanding sexual involvement accompanied by implied or explicit threats concerning an employee's job status.

The district encourages all victims of sexual harassment and persons with knowledge of such harassment to report the harassment immediately. Complaints of sexual harassment will be promptly investigated and resolved. Employees who believe they have been subjected to sexual harassment should discuss the problem with their immediate supervisor. If an employee's immediate supervisor is the alleged harasser, the employee should discuss the problem with the building principal or the district compliance coordinator. Employees who do not believe the matter is appropriately resolved through this meeting may file a formal complaint under the district's discrimination complaint procedure in policy KN.

Complaints received will be investigated to determine whether, under the totality of the circumstances, the alleged behavior constitutes sexual harassment under the definition outlined above. Unacceptable conduct may or may not constitute sexual harassment, depending on the nature of the conduct and its severity, pervasiveness and persistence. Behaviors which are unacceptable but do not constitute harassment may also result in employee discipline.

If discrimination or harassment has occurred, the district will take prompt, remedial action to prevent its reoccurrence.

Any employee who witnesses an act of sexual harassment or receives a complaint of harassment from another employee or a student shall report the complaint to the building principal. Employees who fail to report complaints or incidents of sexual harassment to appropriate school officials may face disciplinary action. School administrators who fail to investigate and take appropriate corrective action in response to complaints of sexual harassment may also face disciplinary action.

Initiation of a complaint of sexual harassment in good faith will not adversely affect the job security or status of an employee, nor will it affect his or her compensation. Any act of retaliation or discrimination against any person who has filed a complaint or testified, assisted, or participated in any investigation, proceeding, or hearing involving a sexual harassment complaint is prohibited. Any person who retaliates is subject to immediate disciplinary action, up to and including termination of employment. To the extent possible, confidentiality will be maintained throughout the investigation of a complaint. The desire for confidentiality must be balanced with the district's obligation to conduct a thorough investigation, to take appropriate corrective action or to provide due process to the accused.

False or malicious complaints of sexual harassment may result in corrective or disciplinary action against the complainant.

A summary of this policy shall be posted in each district facility, shall be published in employee handbooks and on the district's website as directed by the district compliance coordinator. Notification of the policy shall be included in the school newsletter or published in the local newspaper annually. BOE Approval January 9, 2019

**RACIAL HARASSMENT: EMPLOYEES (BOE Policy GAACA)**  
(See GAF, JGECA and KN)

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

Racial harassment is unlawful discrimination on the basis of race, color or national origin under Titles VI and VII of the Civil Rights Act of 1964, and the Kansas Acts Against Discrimination. Disability harassment is unlawful discrimination on the basis of disability under Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act. All forms of racial and disability harassment are

prohibited at school, on school property, and at all school-sponsored activities, programs or events. Racial or disability harassment against individuals associated with the school is prohibited, whether or not the harassment occurs on school grounds.

It shall be a violation of this policy for any student, employee, or third party (visitor, vendor, etc.) to racially harass or harass on the basis of disability any student, employee, or other individual associated with the school. It shall further be a violation for any employee to discourage a student or another employee from filing a complaint, or to fail to investigate or refer for investigation, any complaint lodged under the provisions of this policy.

Violations of this policy by any employee shall result in disciplinary action, up to and including termination.

Harassment prohibited by this policy includes racially or disability-motivated conduct which:

- Affords an employee different treatment, solely on the basis of race, color, national origin, or disability, in a manner which interferes with or limits the ability of the employee to participate in or benefit from the services, activities or programs of the school;
- Is sufficiently severe, pervasive or persistent so as to have the purpose or effect of creating a hostile working environment;
- Is sufficiently severe, pervasive or persistent so as to have the purpose or effect of interfering with an individual's work performance or employment opportunities.

Racial or disability harassment may result from verbal or physical conduct or written or graphic material.

The district encourages all victims of racial or disability harassment and persons with knowledge of such harassment to report the harassment immediately. Complaints of racial or disability harassment will be promptly investigated and resolved.

Employees who believe they have been subjected to racial or disability harassment should discuss the problem with their immediate supervisor. If an employee's immediate supervisor is the alleged harasser, the employee should discuss the problem with the building principal or the district compliance coordinator. Employees who do not believe the matter is appropriately resolved through this meeting may file a formal complaint under the district's discrimination complaint procedure in policy KN.

Complaints received will be investigated to determine whether, under the totality of the circumstances, the alleged behavior constitutes racial or disability harassment under the definition outlined above. Unacceptable conduct may or may not constitute racial or disability harassment, depending on the nature of the conduct and its severity, pervasiveness and persistence. Behaviors which are unacceptable but do not constitute harassment may also result in employee discipline.

If discrimination or harassment has occurred, the district will take prompt, remedial action to prevent its reoccurrence. Any employee who witnesses an act of racial or disability harassment or receives a complaint of harassment from another employee or a student shall report the complaint to the building principal. Employees who fail to report complaints or incidents of racial or disability harassment to appropriate school officials may face disciplinary action. School administrators who fail to investigate and take appropriate corrective action in response to complaints of racial or disability harassment may also face disciplinary action, up to and including termination.

Initiation of a complaint of racial or disability harassment in good faith will not adversely affect the job security or status of an employee, nor will it affect his or her compensation. Any act of retaliation or discrimination against any person who has filed a complaint or testified, assisted, or participated in any investigation, proceeding, or hearing involving a racial or disability harassment complaint is prohibited.

Any person who retaliates is subject to immediate disciplinary action, up to and including termination from employment.

To the extent possible, confidentiality will be maintained throughout the investigation of a complaint. The desire for confidentiality must be balanced with the district's obligation to conduct a thorough investigation, to take appropriate corrective action or to provide due process to the accused.

False or malicious complaints of racial or disability harassment may result in corrective or disciplinary action against the complainant.

A summary of this policy shall be posted in each district facility and shall be published in employee handbooks and on the district's website as directed by the district compliance coordinator. Notification of the policy shall be included in the school newsletter or published in the local newspaper annually. BOE Approval January 9, 2019

## **EMPLOYMENT GUIDELINES**

### **EMPLOYEE STATUS DEFINITIONS**

Classified Employee: Staff member that is not by statute required to possess certification by the Kansas State Department of Education, or is not covered by the Negotiated Agreement between the SFTEA and USD 434. Classified employees include, but are not limited to Administrative Assistants, Cooks, Health Aides, Maintenance Custodians, Paraprofessionals, and Information Technology Personnel.

Full-Time Employee: a Classified employee that works seven (7) or more hours per day or thirty-five (35) hours per week.

Part-Time Employee: a Classified employee that works less than seven (7) hours per day or thirty-five (35) hours per week.

Half-Time: 17.5 hours per week.

Twelve-Month Employee: a Classified employee that works for twelve (12) months per year. These employees are contracted July 1 – June 30.

Nine/Ten-Month Employee: a Classified employee that works during the school year. Contracted dates will vary by position.

Temporary Employee: A full-time or part-time position that is non-recurring. Such an employee assumes a substitute or temporary-replacement position for another employee. Employees in this category are not eligible for district-paid fringe benefits or paid leave.

Seasonal Employee: A full-time or part-time position that is less than six (6) months in duration. Such a position may recur on a regular time cycle. Employees in this category are not eligible for district-paid fringe benefits or paid leave.

Non-Exempt Employee: Position of a clerical, technical or service nature, as defined by statute, which is covered by provisions for overtime pay or compensatory time.

Exempt/Salaried Employee: A valid position of a managerial, administrative, or professional nature as defined by the Fair Labor Standards Act, which is not required to be paid overtime hours.

### **MANAGEMENT**

Those persons to whom classified personnel is subject and responsible are defined as management. Usually, management includes the superintendent, building administrators, and department heads.



## **IMMEDIATE SUPERVISOR**

An immediate supervisor is a person to whom the classified employee is responsible on a daily basis. The immediate supervisor may be management or another classified employee.

## **APPLICATION**

All vacancies for classified staff positions shall be posted on the district website. For some positions, advertisements may be placed in local newspapers. Application for any vacancy must be made online through the district website and should be submitted electronically on or before the deadline stated. This policy may be waived by the superintendent in incidences where positions must be filled in an expedient manner.

## **APPOINTMENT**

All newly hired classified employees shall be appointed to a position by the superintendent, pending final approval by the board of education. The superintendent shall recommend the employment at the next regular board of education meeting. Criminal background investigations will be performed before recommending employment to the board of education.

## **JOB DESCRIPTIONS**

A written job description is provided for each classified staff position. Job descriptions will outline the general qualifications, expectations, and responsibilities of each position. Job descriptions are not policy or contracts but are given in supplement. Job descriptions can be changed to meet new needs and expectations. Employees may be asked to perform duties not stated in the job description. These new duties should be added to the job description if they remain responsibilities of the job for a significant amount of time.

## **ORIENTATION**

All new classified employees shall receive a district orientation from the human resources department.

## **ASSIGNMENT AND TRANSFER**

The board of education reserves the right to assign, reassign or transfer all classified employees. A classified employee may request assignment to any classified staff position for which a vacancy exists.

## **AT-WILL EMPLOYMENT**

All classified employees are considered employees-at-will. An employment-at-will contract may be terminated by either party after giving two (2) weeks written notice of termination to the other party.

## **PAYROLL PROCEDURES AND COMPENSATION**

### **PAYDAY**

Employees are paid monthly for actual time worked. ~~Paychecks will be issued~~ on the 10<sup>th</sup> day of each month or the first working day before (if the 10<sup>th</sup> falls on a weekend or holiday). All employees will be paid off of a completed timesheet for hours worked in the prior month.

**TIMESHEETS**

Every classified hourly employee is required to maintain an accurate timesheet on a daily basis. It must be initialed by the employee’s immediate supervisor and turned into the building office manager or district office by the payroll due date. A schedule of payroll due dates will be issued each year by the district office.

**COMPENSATION**

Classified employees shall be paid according to pay rates established by the board. Payment shall be made at the established pay date following the end of each pay period.

*Classified Employee Initial Placement Guide*

<b>Position</b>	<b>Beginning Wage Range</b>
Cook	11.50
Head Cook	14.00
Director of Food Service	16.00
Maintenance	13.50
Lead Maintenance	16.00
Director of Maintenance	18.00
Assistant Office Manager	11.50
Office Manager	14.00
Paraprofessional	11.50
Health Aide	11.50
LPN	75% of Certified Base
RN with 2 Year Degree	80%of Certified Base
RN with BSN	100% of Certified Base
Accounts Payable	14.00
Clerk	16.00
Deputy Treasurer	12.00
Treasurer	18.00
Technology Assistant	14.00
Technology Coordinator	20.00

*Substitute Hourly Rate*

<b>Position</b>	<b>Wage</b>
Food Service Substitute	\$11.00
Maintenance Custodian Substitute	\$11.00
Paraprofessional Substitute	\$11.00
Secretarial Substitute	\$11.00
Certified Nurse	\$12.00

\*Paraprofessionals who qualify as highly qualified will receive an additional \$ .50 per hour.

This salary schedule is to serve as a guide; the superintendent can recommend placement due to experience. Salary increases will be at the Board of Education discretion.

### **EXTRA DUTY COMPENSATION**

Extra duty compensation will be paid \$10.00/hour or the employee's hourly rate, when applicable. Such duties include ticket taking, scorekeeping, dances, etc.

### **SUPPLEMENTAL COMPENSATION**

Classified and Rule 10, if applicable will be required to turn in a monthly time sheet when they are due. The hourly rate will be the minimum wage, currently \$7.25 per hour. Hours worked over 40 will be paid at time and one half. Any balance remaining at the end of the supplemental term will be paid in full on the following pay cycle.

### **TRAVEL EXPENSES (BOE Policy GCA)**

Approved travel will be reimbursed at the district mileage rate.

The district shall pay classified employees his/her contracted hourly rate during travel time to and from workshops and conferences required by the district or state educational agencies. The superintendent may approve payment of wages at the approved contract rate to classified employees during travel time to and from other approved workshops and conferences provided payment is approved in advance of the event. The superintendent may elect to approve some expenses to non-required workshops and conferences while electing not to approve wages for travel time.

When classified personnel is required to be out of town on district business, they shall be compensated in the following manner:

Regular or overtime pay as appropriate for time away from (name of the town) MINUS:

1. Eight hours for sleep when overnight;
2. A reasonable time for meals (normally one hour per meal); and
3. Time used exclusively for pleasure or personal business.

### **TAXABLE ALLOWANCES**

The district may provide classified employees with a monthly taxable allowance of \$45 for the use of a personal cell phone for business. Employees' eligible for this allowance is strictly at the board's discretion.

The district may provide classified employees with a monthly taxable allowance of \$40 for the use of personal internet service for business. Employees' eligible for this allowance is strictly at the board's discretion.

### **DIRECT DEPOSIT**

Employees' wages will be automatically deposited into his/her designated bank account(s) on payday. Deposit slips will be emailed to the employee's district email address unless another one is provided to the district office by the employee. Wages can be split into one or more accounts by selecting the percentage or amount of the total paycheck to be deposited into each of the designated accounts.

It is extremely important that an employee contacts the district office if he/she changes bank accounts.

## **EMPLOYEE BENEFITS**

### **BENEFIT PROGRAM TERMS**

Fringe Benefits: Non-wage benefits provided by the district for employees. Such fringe benefits include district-paid health insurance and dental insurance for classified employees hired prior to July 1, 2008. Classified employees whose employment begins after July 1, 2008, are eligible for district health insurance on use or lose basis.

Initial Enrollment: 30-day period following initial employment in which an employee has to enroll in any eligible benefit programs. Coverage typically becomes effective the first of the month following the employee's first payday.

Open Enrollment: Refers to the one time a year, as specified by Section 125 of the Internal Revenue Code, that you can make an application for changes in your insurance program. Employees will be notified each year of the time of open enrollment. This is the only time a year when an employee can elect to make changes to his/her insurance except during initial enrollment or if a qualifying event should occur. Open enrollment usually occurs in August and has an effective date of October 1<sup>st</sup>.

Qualifying Event: Refers to a life-changing event that allows for an employee to make changes to his/her insurance program. Such qualifying events include marriage, divorce, birth, adoption, death, or a change in employment status (part-time to full-time, full-time to part-time) for the employee or the employee's spouse. These events have a 30-day open window to make application for changes in coverage.

### **HEALTH/DENTAL INSURANCE**

Group health insurance is available through the district health insurance plan. Group dental insurance is available through the district dental insurance plan. All employees that work half-time or more are eligible to join the district health insurance plan.

Any full-time classified employee may receive a determined amount per month toward his/her membership in the school district health plan. Said amount shall not exceed \$500 or the cost of a single membership, whichever is less. Employees who elect to receive membership in the school district health plan will have health/dental accounts established to make payments for the months not working. Contributions towards health/dental and other employee elected deductions will be made with the October through May payroll for nine and ten-month employees.

Classified employees that were employed during the 2008-09 school year and received board-paid dental insurance or \$300 cash-in-lieu in place of the district health insurance shall continue to receive this grandfathered fringe benefit. However, if the employee should elect to take the district health insurance, drop his/her grandfathered fringe benefit or terminate employment, he/she will not be able to re-elect these benefits.

Any part-time classified employee that works 17.5 hours – 35 hours per week may receive half of this determined amount to be used toward the premium of a health plan. This fringe benefit will be paid by the district twelve months per year, or until employment is terminated, for all eligible classified employees. If no health plan is elected the district paid fringe benefit will be lost.

## **CONTINUING COVERAGE WITH COBRA**

The Consolidated Omnibus Budget Reconciliation Act (COBRA) provides for certain employees, retirees, spouse, and dependent children the right to temporary continuation of health coverage at a group rate after a qualifying event. Qualified beneficiaries who elect COBRA continuation coverage must pay for COBRA continuation coverage.

If a qualifying event should occur, the affected employee should contact the district office to receive an application for continuing coverage with COBRA. An employee has sixty (60) days after the qualifying event to submit an application for continuing coverage.

At the time of termination of employment from Santa Fe Trail School District, the district office will provide the terminated employee with information to implement COBRA benefits. If a qualifying event other than employment termination should occur, the employee has thirty (30) days to notify the district office of the event.

## **SECTION 125**

Section 125 of the Internal Revenue Code makes it possible for the district to identify voluntary benefits, as a part of a salary reduction plan. Any benefit identified in the district's salary reduction plan will not be subject to state and federal income tax or social security tax. All classified employees that work half-time or more will be eligible for this option. However, eligible employees will be restricted from changing participation status during the plan year unless a qualifying event occurs.

Identified benefits for salary reduction are:

- Employee-Paid Health and Dental Insurance
- Vision Insurance
- Flexible Spending Accounts
- Dependent Care Reimbursement

## **TAX-SHELTERED ANNUITY**

Classified employees who work half-time or more may elect to make contributions to a Tax-Sheltered Annuity (known as a TSA or 403(b) Plan). These plans are provided for under the provisions of the Internal Revenue Code Section 403(b). Typically, monies contributed to these types of plans allow one to save and invest today for retirement in the future. They also postpone the payment of taxes on such contributions and earnings until withdrawal from these plans. Limits apply to the amount one can contribute to these plans. Employees are responsible for creating an account with an approved carrier and submitting a Salary Reduction Agreement for the TSA to the district office.

## **BENEFITS NOT INCLUDED IN SECTION 125 OR PAID BY THE DISTRICT**

Classified employees may purchase the following under the normal salary reduction agreement and should not be confused as a part of Section 125:

- Group Term Life Insurance
- Dependent Life Insurance
- Short-Term Disability Insurance
- Cancer Insurance

## **PAYROLL DEDUCTIONS**

### **VOLUNTARY PAYROLL DEDUCTIONS**

On written authorization from the employee at the appropriate time, the district shall deduct from the salary of the employee and make appropriate remittance for:

- Benefits not included in Section 125 or paid by the district
- Tax-sheltered annuities and deferred compensation plan

### **KANSAS PUBLIC EMPLOYEES RETIREMENT SYSTEM (KPERS)**

The Kansas Public Employees Retirement System (KPERS) is a plan of retirement, disability, and survivor benefits provided for by law for Kansas public employees and their beneficiaries. The employee contribution rate is 6% and is deducted from each paycheck. Membership is mandatory if your position:

- Is not seasonal or temporary, and
- Requires you to work at least 630 hours per year, or
- If you work for multiple state employers, you must accumulate days and hours to determine your membership status.

KPERS benefits include:

- Retirement benefit options for vested members. (You are a “vested” member of KPERS if you have five (5) or more years of credited service.)
- Life insurance benefit equal to 150% of your compensation if you are an active KPERS member.
- Disability income benefit provides a monthly benefit, based upon 60% of your annual rate of compensation. To qualify, you must be totally disabled for 180 continuous days.
- Survivor benefits.
- Purchased service credit.
- Refund of your contributions and earnings if you terminate employment.

KPERS members will receive annual membership statements to review current benefits.

Retired KPERS members may work after retirement for a KPERS covered position but may have some benefit restrictions. Employer contribution rates may apply.

### **OTHER MANDATORY DEDUCTIONS**

State and Federal Income Tax: will be withheld at the appropriate amount as determined by the employee’s completed W-4 form. Additional amounts to be withheld from each paycheck for state and/or federal income tax can be changed during the year by completing a new W-4 form.

Social Security/Medicare: 6.20% of an employee’s paycheck is withheld for Social Security (FICA), and 1.45% of an employee’s paycheck is withheld for Medicare (FICM).

Garnishments: The district office is obligated to withhold a specified amount of an employee's paycheck if a withholding income order (garnishment) is in effect.

## **LEAVES AND ABSENCES**

### **LEAVE**

#### Prior to July 1, 2015

Twelve-month classified employees, employed prior to July 1, 2015, shall be granted fourteen (14) days of paid leave per year. Nine/ten-month classified employees shall be granted eleven (11) days of paid leave per year. Leave is allocated to employees on the first payroll after their contract start date and is cumulative each year to a maximum of 75 days.

New classified employees will be granted prorated leave at the time of board-approved employment according to the following schedule:

<b>Employment Date</b>	<b>12-month Employees</b>	<b>9/10-month Employees</b>
July 1 – Sept. 30	14	11
Oct. 1 – Dec. 31	10.5	8.25
Jan. 1 – Mar. 31	7	5.5
Apr. 1 – June 30	3.5	2.75

Leave may be used at the employee's discretion. If an employee uses three continuous days of leave, documentation of reason shall be provided to the building principal or superintendent of schools.

#### After July 1, 2015

All twelve-month employees hired after July 1, 2015, will have a six-month probationary period before leave can be earned. All nine/ ten-month employees hired after July 1, 2015, will have a four-month probationary period before leave can be earned.

#### Twelve-month employees

After completion of the employee probationary period, six days of leave will be awarded. Additional leave will be earned at a rate of one day per month thereafter to a maximum of 12 days leave per year. Leave is cumulative to a maximum of 30 days.

#### Nine/ ten-month employees

After completion of the four-month employee probationary period, two days of leave will be awarded. Additional leave will be earned at a rate of .5 days per month thereafter to a maximum of 5 days leave per year. Leave is cumulative to a maximum of 30 days.

### **SICK LEAVE POOL**

Classified employees who have exhausted all of their accumulated leave due to emergency situations or prolonged illness are eligible to request additional sick leave. This Sick Leave Pool may also be used for

the emergency situations or prolonged illness or injury of the employee's spouse or children. All requests for pool days must be made in writing by the employee or the employee's family and/or adult agent. A written statement from a doctor stating the condition is one of a very serious nature is required. Upon receiving the Sick Leave Pool request, an email will be sent out to all classified staff. Those classified employees who have accumulated sick leave may voluntarily contribute one (1) or two (2) days of their own accumulated sick leave to the classified employee making the request. Not more than two (2) days may be contributed by any classified employee to anyone classified employee in any contract year. The gratuitous days of sick leave granted to the requesting classified employee shall be used only for the specific illness or disability for which it was requested. No classified employee is required to donate any days. Any unused sick leave requested under this plan (as related to each specific incident) will be returned to the donating classified employees in the reverse order of donation.

The amount of leave to be awarded will be based on the accumulated leave an employee (as of July 1<sup>st</sup>) begins the year with. An employee is entitled to apply for no more than 50% of the amount of leave they begin the year with. A request for information regarding prior leave use of the employee may be requested by the committee to help determine the number of days awarded. A Sick Leave Pool request form is located at the end of the handbook.

**VACATION DAYS (BOE Policy GCRH)**

Twelve-month employees that work half-time or more will earn vacation days at the following corresponding annual rate:

Tier I: Vacations for Non-Certified Employees (employed prior to January 1, 2005)

<b>Years of Service</b>	<b>Number of Vacation Days</b>
0 – 4	10
5 – 9	15
10 – 14	20
15 – 24	25
25 or more	30

Tier II: Vacations for Non-Certified Employees (employed on or after January 1, 2005)

<b>Years of Service</b>	<b>Number of Vacation Days</b>
0 – 9	10
10 – 19	15
20 or more	20

Twelve-month employees will be given vacation days at the rate of one-twelfth of the corresponding annual rate. Vacation days are accrued monthly beginning with the first pay period. A classified employee will move to the next allocation rate on the anniversary of his/her employment. Vacation days are cumulative to twice the maximum number of days allowed per year. Twelve-month employees have 30 days beyond the end of contract date to use leftover vacation days. If not used, days will be forfeited.

Nine/ten-month classified employees and part-time classified employees are not eligible for vacation days.



## **HOLIDAYS (BOE Policy GCRI)**

Twelve-month employees that work half-time or more shall be paid for any of the following holidays that fall within his/her terms of employment:

1. New Years Day\*
2. Good Friday
3. Memorial Day
4. Independence Day\*
5. Labor Day
6. Thanksgiving, the Wednesday prior, and the Friday following
7. Christmas Day and one additional day to be determined
  - \* or the Friday proceeding if the holiday falls on Saturday or Monday following if the holiday falls on Sunday.

Nine/ten-month classified employees or part-time classified employees are not eligible for paid holidays.

## **PAYMENT FOR ACCUMULATED UNUSED LEAVE**

Vacation - At the time of employment separation, the district will compensate eligible classified employees for unused vacation days at the daily pay of the employee.

Leave – Classified employees with more than 30 days of leave, beginning July 1, 2018, will have excess days banked at a rate of \$60 per day. These days may be used for additional sick leave if needed, or compensation upon KPERS retirement from the school district at \$60 per day.

For the 2018-2019 school year, leave will be added to the 30 (thirty) days. Days not used in excess of thirty (30) days for the 2018-2019 school year will be compensated at \$70 per day at the end of each contract year.

Upon KPERS retirement from the school district, all unused leave will be compensated at \$80 dollars per day, plus any banked days at \$60 per day.

Should the classified employee leave the district before their contract end date, the allocated leave will be prorated to align with actual time worked during that contract and paid at a rate of \$60 per day, along with any banked days with the district.

## **JURY DUTY**

All classified employees that work half-time or more shall be paid for actual time lost due to jury duty less the amount paid by the court, not including mileage. The employee must provide to the clerk of the board a statement from the court indicating days served and compensation received. Any employee summoned for jury duty more than once during a year shall request the court to excuse the duty.

## **ABSENCES (BOE Policy GCA)**

Good attendance is important to the productivity and service of the school district. If an employee is unable to report to work, the employee should personally contact the immediate supervisor at the earliest possible time.

If an emergency occurs which necessitates an employee leaving the job site, the employee should contact the immediate supervisor or other management personnel. If the above is not possible, the employee should request a fellow employee to notify management as soon as possible.

Regular attendance is required of all employees subject to leave provisions in district policy, employee handbooks, or other documents approved by the board. Excessive absences or tardiness, unauthorized leave or unexcused absences may result in disciplinary action including termination of employment.

## **WORK SCHEDULES**

### **MEAL AND BREAK TIME**

If the employee is relieved from all duties for the purpose of eating, a meal period which occurs during the scheduled workday is not counted as time worked, and should not be recorded on the timesheet. The usual meal period is 30 minutes in length.

Rest periods or breaks will be counted as time worked. A total of 20 minutes will be allowed for employees working more than six (6) hours. This break time may be taken as two 10-minute breaks or as one 20-minute break. A total of 15 minutes (one-break) will be allowed for employees working more than four (4) hours but less than six hours. Breaks are provided to enhance the attentiveness and safety of our employees. With this purpose in mind, if breaks or rest periods are not taken during the workday, they may not be added to the time worked or taken at the end of the workday.

State and federal regulations allow food service workers who are involved in preparing and serving meals (e.g., cooks, aides, secretary, lunchroom custodian) to receive a free meal. This does not include lunchroom supervisors.

### **WORKWEEK (BOE Policy GCA)**

For the purposes of the Fair Labor Standards Act (FLSA) compliance, the workweek will be 12:00 Midnight Sunday until 11:59 p.m. Saturday.

### **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.

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

Holidays, leave, and vacation days shall not be considered time worked for the purposes of computing overtime. This time will be paid at the employee's contract hourly wage.

## **CONDUCT**

### **BULLYING (BOE Policy GAAE)**

Bullying in any form, including electronic means, is prohibited on or while using school property, in a school vehicle or at a school-sponsored activity or event. Employees who bully others in violation of this policy may be subject to disciplinary action, up to and including suspension pending a hearing and/or

termination. If appropriate, employees who violate bullying prohibition shall be reported to local law enforcement.

### **CONFLICT OF INTEREST**

District employees shall not engage in any outside employment or business which, by nature or duration, could detract from the effective performance of assigned duties. District employees shall not attempt, during the school day or on school property, to sell or influence students or district employee to buy any product, article, instrument, service, or other such items.

### **USE OF SCHOOL EQUIPMENT**

Property owned by USD 434 may not be used for personal reasons unless prior approval has been granted by the superintendent or building principal.

### **DISTRICT E-MAIL**

Employees shall have no expectation of privacy when using district e-mail or other official communication systems. All employees must use appropriate language in all messages. Employees are expected to conduct themselves in a professional manner and to use the system according to these guidelines or other guidelines published by the administration.

Any e-mail or computer application or information in district computers or computer systems is subject to monitoring by the administration. The district retains the right to duplicate any information in the system or on any hard drive. Employees who violate district computer policies are subject to disciplinary action up to and including termination.

### **GIFTS (BOE Policy GAJ)**

Employees shall not give gifts to any student or class of students when the gifts arise out of a school situation, class or school-sponsored activity unless approved by the principal.

Employees are prohibited from receiving gifts from vendors, salesmen or other such representatives.

Disciplinary action may result if employees are found to be in violation of this policy.

### **PERSONAL APPEARANCE (BOE Policy GAM)**

The district encourages appropriate dress for all district employees.

### **DRIVER'S LICENSE**

Employees who drive any school vehicle are required to have in their possession a valid Kansas driver's license when operating a district-owned vehicle.

### **NEPOTISM (BOE Policy GACCA)**

The superintendent shall make reasonable efforts to determine whether a candidate for employment is related to a board member or an administrator of the district. If a candidate is related to a board member or administrator, the superintendent will make this fact known to the board.

### Supervision Limitations

No employee shall directly supervise or be responsible for any portion of the evaluation of his or her father, mother, brother, sister, spouse, son, daughter, step-son, step-daughter, son-in-law, or daughter-in-law.

### **COMPLAINTS (BOE Policy GAE)**

Any employee may file a complaint with their supervisor concerning a school rule, regulation, policy or decision that affects the employee. The complaint shall be in writing, filed within ten (10) days following the event complained of and shall specify the basis of the complaint. The supervisor shall meet with the employee and provide a written response within ten (10) days. If the employee disagrees with the decision, the employee may appeal to the superintendent. The superintendent's decision shall be final.

## **HEALTH AND SAFETY**

### **HEALTH CERTIFICATION**

All district employees that come into regular contact with pupils are required to submit a certification of health including a statement that there is no evidence of a physical condition that would conflict with the health, safety, or welfare of the pupils and that freedom from tuberculosis has been established by chest x-ray or negative skin test. A certificate furnished by the Secretary of Health and Environment must be signed by a person licensed to practice medicine and surgery under the laws of any state. (K.S.A. 72-5213)

### **CHILD ABUSE (BOE Policy GAAD)**

Any district employee who has reason to know or suspect a child has been injured as a result of physical, mental or emotional abuse or neglect or sexual abuse, shall promptly report the matter to the local Social Rehabilitation Services (SRS) or to the local law enforcement agency if the SRS office is not open. The employee must then notify the building principal that the initial report to SRS has been made. The employee making the report will not contact the child's family or any other persons to determine the cause of the suspected abuse or neglect.

If available, the following information shall be given by the person making the initial report: name, address and age of the student; name and address of the parents or guardians; nature and extent of injuries or description of neglect or abuse; and any other information that might help establish the cause of the child's condition.

The employee shall not discuss the situation outside of the SRS/law enforcement agency and the building principal.

State law provides that anyone making a report in accordance with state law and without malice shall be immune from any civil liability that might otherwise be incurred or imposed.

### **INCLEMENT WEATHER OR OTHER SCHOOL CANCELLATIONS**

Full-time maintenance/custodial employees are expected to report to work on days when school is dismissed to address conditions of the school buildings. Upon addressing school cancellation reason (weather related, checking equipment, and facilities) and completion of necessary duties to provide access

to the buildings, maintenance/custodial employees are free to return home. These days will be paid at an hourly wage of time and a half for hours worked or daily rate whichever is greater. All other classified staff will be paid at the scheduled daily rate of employment.

### **DRUG-FREE WORKPLACE (BOE Policy GAOA)**

The board of education firmly believes that the maintenance of a drug-free workplace is essential to an appropriate learning environment. The unlawful manufacture, distribution, dispensing, possession or use of alcohol or a controlled substance on school district premises is therefore prohibited.

### **USE OF TOBACCO PRODUCTS (See GAOC)**

The use of tobacco products in any form is prohibited in any school building that is owned, leased or rented by the district and that is used for pupil attendance purposes.

### **INJURY**

Any employee who is injured while on the job must inform the immediate supervisor and the district office staff as soon as possible. Appropriate forms and description of circumstances of the injury must be completed in a timely manner. Please inform medical personnel treating the injury that claims should be filed through the district's worker's compensation insurance.

### **WORKER'S COMPENSATION (BOE Policy GAOE)**

Whenever an employee is absent from work and is receiving workers compensation benefits due to a work-related injury or is receiving district paid disability insurance, the employee may use available paid leave to supplement the worker's compensation or district paid disability insurance payments. Workers compensation benefits and FMLA benefits provided in a board-approved plan shall run concurrently if both are applicable.

In no event shall the employee be entitled to a combination of workers compensation benefits, the district paid disability insurance, and salary in excess of his/her full salary. Available paid leave may be used for this purpose until (1) available paid leave benefits are exhausted; (2) the employee returns to work, or (3) employment is terminated. Leave shall be deducted on a pro-rata amount equal to the percentage of salary paid by the district.

### **COMMUNICABLE DISEASES**

Whenever an employee has been diagnosed by a physician as having a communicable disease, the employee shall report the diagnosis and nature of the disease to the superintendent so that a proper reporting may be made to the county or joint board of health as required by statute.

An employee afflicted with a communicable disease dangerous to the public health shall be required to withdraw from active employment for the duration of the illness in order to give maximum health protection to other district employees and to students.

The employee shall be allowed to return to duty upon termination of the illness when authorized by the employee's physician or by the health assessment team.

The district reserves the right to require a written statement from the employee's physician indicating that the employee is free from all symptoms of a severe communicable disease.

## **SEPARATION OF EMPLOYMENT**

### **RESIGNATION**

If a classified employee wishes to discontinue his/her employment with Santa Fe Trail School District, the employee is requested to submit his/her resignation in writing to his/her immediate supervisor. Employees are requested to provide a minimum of two (2) weeks' notice before his/her official resignation date. Those employees who provide two (2) weeks' notice before his/her official resignation date will be entitled to any accrued benefits for which they are qualified.

Classified employees who resign at the conclusion of the contract period shall receive full compensation for any accrued benefits and privileges.

### **TERMINATION**

Classified employees may be terminated by the superintendent or the immediate supervisor following a two (2) week notice.

### **SUSPENSION (BOE Policy GCK)**

The superintendent may suspend classified employees with or without pay pending a board determination. 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

### **FINAL PAYCHECK AND CLEAR OUT**

Before leaving the employment of the district, an employee must return all district property that has been issued or acquired during the course of his/her employment with Santa Fe Trail School District. Such property includes, but is not limited to, the following: keys, employee badges, uniforms, tools, equipment, phones, computers, and district credit cards. If any property is not returned to the district, the employee may be subject to withholding in the amount of the property cost to the district.

Upon receipt of separation notice, the human resources department will initiate the separation notification process. If applicable, the payroll department will compute accrued benefits according to the provisions of district policy. Paid payroll benefits such as, but not limited to, vacation days and leave days will be based on an employee's last day worked.

The last paycheck will be issued in accordance with the next scheduled payday.

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# Classified Sick Leave Pool Request

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*Instructions:* Complete Section I and attach a physician's statement confirming the illness/injury. Submit original request to the District Office and send a copy to the building principal. A physician's statement *must* accompany the original request.

**Section I** *(To be completed by classified employee or family member/designated agent of employee)*

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

Home Address: \_\_\_\_\_  
\_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Nature of Illness: \_\_\_\_\_  
\_\_\_\_\_

Number of Days Requested: \_\_\_\_\_ First Day of Absence: \_\_\_\_\_

Have you used the Sick Leave Pool during the *current* fiscal year prior to this illness?      Yes      No

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

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**Section II** *(To be completed by the Business Manager)*

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

Request Approved: \_\_\_\_\_

Number of Days Approved: \_\_\_\_\_ Effective Date(s): \_\_\_\_\_

Request Denied: \_\_\_\_\_

Reason for Denial: \_\_\_\_\_

\_\_\_\_\_  
District Administrator

\_\_\_\_\_  
Date