

Classified Personnel

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CLASSIFIED PERSONNEL

5.100 DEFINITION OF CLASSIFIED EMPLOYEES

5.110 CLASSIFIED EMPLOYEE JOB DESCRIPTIONS

Job descriptions will be developed for all classified employees. The job descriptions will be reviewed on a periodic basis for the purpose of updating and clarification. These job descriptions will be used as part of the evaluation and hiring process. A copy of each job description is filed with the clerk as attachments to the board policies and will be available for inspection during regular office hours.

5.120 DEFINITION OF CLASSIFIED PERSONNEL

5.121 GENERAL DEFINITION

Classified personnel are defined as employees who are not required to have a valid license issued by the Kansas State Board of Education. This includes, but is not limited to, bus drivers, clerical staff, custodial staff, maintenance staff, nutrition services staff, Para educators.

5.122 DEFINITION OF EMPLOYEE STATUS

- A. Full-Time Employees – a full-time employee is defined as an employee assigned to work a minimum of six (6) hours per day, five (5) days per week, and twelve (12) months per year.
- B. Monthly Employees – a monthly employee is defined as an employee assigned to work a minimum of six (6) hours per day and five (5) days per week, but less than twelve months per year.
- C. Part Time Employee – an hourly employee normally scheduled to work more than four (4) hours, but less than six (6) hours per day.
- D. Temporary Employee – an hourly employee normally scheduled to work less than four (4) hours, or less than the school term.

None of the above definitions shall be construed as a guarantee of employment for any period of time and all employees listed above are employees at will.

5.123 CLASSIFIED POSITIONS

For determining benefits available, the following will be used:

Secretaries --Board Clerk -- base of 9 hours per day -- 12 month
High School Secretary -- base of 8.5 hours per day – beginning
fourth week of July through June 15 unless specified differently.

Secretary Assistant -- base of 8 hours per day -- beginning August 1 to June 1 unless specified differently.

Custodians --- base of 90 hours per pay period from the Monday preceding the first day of school through the Friday following the last day of school: 80 hours per pay period throughout the summer between these dates. -- 12 month

Food Service -- Head Cook -- base of 8 hours per day -- 9 month

Cooks -- base of 7 hours per day -- 9 month

Dishwasher -- base of 4 hours per day -- 9 month

Technology Coordinator -- base of 8 hours per day -- August 1 -- June 30 unless superintendent specifies differently.

- Proposed 9/14/09
- Adopted 10/12/09

5.130 RECRUITMENT OF CLASSIFIED PERSONNEL

5.131 SOLICITATION OF APPLICANTS

Unless an appropriate rationale for exception dictates, the following plan to solicit applications for existing vacancies will be followed:

- A. Classified advertisements will be placed in the local papers when vacancies exist if the time schedule permits.
- B. Files of current applications for employment will be maintained through June of the following year in the district office. New applications will be accepted beginning July 1 of each year for any openings occurring in that year and will be held for one year.

5.132 RECOMMENDATIONS FOR EMPLOYMENT

The superintendent will submit a recommendation for employment to the board of education upon completion of the following process:

- A. All applicants will complete the application form prior to being interviewed. Selected applicants will be interviewed for the vacant position.
- B. The interviewer will formulate appropriate questions to be used in each interview.
- C. An investigation of the candidate's background will be made. The interviewer will contact past employers and other appropriate references of candidates being considered for employment. These contacts will be made in person or by telephone. The major thrust of these contacts will be to gather data concerning the candidate's background, experience, and qualifications.

All elections of classified personnel shall be made by the board of education except that:

- a. Temporary personnel may be employed by the superintendent or someone designated by him.
- b. Any person or organization whose services are required to meet an emergency may be employed by the superintendent.
- c. Any temporary personnel employed by the superintendent must be made aware that the work agreement is subject to board of education approval at the first meeting following the employment or by a telephone conference documented by the Board President.

5.133 SELECTION FOR EMPLOYMENT

The final approval for employment of a classified employee candidate rests with the board of education.

5.134 WORK AGREEMENT PROCEDURE

The offer of an employment work agreement or renewal of an employment agreement shall be presented in duplicate. The classified employee shall sign and return both copies within the time period designated by the superintendent. Failure to sign such agreement by the time designed therein shall render such agreement null and void and of no effect. Upon receipt of the signed copies, the agreement will be presented to the board for approval.

5.135 PRE-EMPLOYMENT REQUIREMENTS

Prior to beginning work, personnel must provide copies of the following:

- Application
- Signed work agreement
- W-4 Form
- I-9 Form
- Loyalty Oath
- KPERS Forms as applicable
- Completed health form
- Copy of their Driver's License
- Copy of their Social Security Card
- Section 125 election form
- Health Insurance application / waiver

HEALTH EXAMS

As a condition to entering or continuing employment, all employees must present a district-approved form to the clerk, signed by a licensed physician which states "that there is no evidence of physical condition that would conflict with the health, safety, or welfare of the pupils; and that freedom from tuberculosis

has been established.” If at any time there is a reasonable cause to believe any employee is suffering from an illness detrimental to the health of the pupils, the school board may require a new physical.

The board reserves the right to have any employee examined at any time by a physician of the board’s choice to determine if the employee is able to fulfill and perform the obligations of employment and to abide by and implement the policies and rules of the board. The costs of any examination required by the board after employment will be borne by the board.

BUS DRIVERS

Bus drivers are under specific rules and regulations..

- The expenses incurred to obtain a CDL will be reimbursed with receipts.
- Physicals will be paid to the contracted doctor’s office with individuals choosing to go elsewhere reimbursed at the lowest rate between the contracted doctor’s office and the doctor’s office seen.
- Red Cross, CPR, and Defensive Driving classes will be provided by the district. Employees will be paid at the activity driver rate during the time attending these classes.

Copies of records will be required to be kept in the district office.

DRUG & ALCOHOL TESTING

All district employees performing job functions which require the employee to maintain a commercial driver’s license shall be tested for alcohol and drugs as required by federal law. Board approved rules and regulations necessary to implement the testing program shall be on file in the district office.

Each new employee who is required to undergo alcohol and drug testing shall be given a copy of the appropriate regulations.

Compliance with the required elements of the testing program is a condition of employment as a driver in the district.

5.136 EVALUATIONS

The purpose of evaluation of the classified staff is to insure a quality of work performance that is necessary for the attainment of the instructional support or auxiliary goals of the district. The primary function of evaluation is to improve the auxiliary services in the district.

All classified employees shall be evaluated twice during their first year of employment and at least once a year during subsequent years by May 15.

Classified employees shall be evaluated by the superintendent or designee. Classified employees shall be evaluated on their personal qualities, their commitment to duty and work-related skills related to their job description. A copy of the completed evaluation will be given to the employee after it is signed by the employee and the evaluator and the original will be placed in the employee's personnel file.

5.137 PERSONNEL FILES

A personnel folder for each employee will be maintained in the district office. Employees may have the right to inspect their personnel file by contacting the Superintendent or Board Clerk.

A request by a third party for release of any personnel record shall be made in writing and submitted to the appropriate record custodian who shall administer the request as required by law.

All address changes must be made with the clerk before the end of the pay period in which the changes took place.

5.140 DISMISSAL OF CLASSIFIED STAFF

5.141 DISMISSALS AS A RESULT OF STAFF REDUCTIONS

Classified personnel will be approved for dismissal, within each employment classification, based on the evaluation of the employee when a reduction of staff is dictated by the district's financial status or by declining enrolments.

5.142 EMPLOYMENT "AT WILL"

Classified work agreements are to contain a reference that the agreement is an employment-at-will agreement which may be terminated by either party giving notice to the other. There are no rights of continuing employment. Any classified employee desiring to resign shall give the superintendent of schools written notice at least two weeks prior to the desired effective date of resignation.

5.143 EXIT INTERVIEW

An exit interview will be conducted prior to an employee leaving the district. At this time, KPERS and any insurance policy requirements will be discussed. If the employee refuses the exit

interview, papers will be mailed to them offering Cobra benefits as required.

5.200 CLASSIFIED STAFF WORK AGREEMENTS, SALARIES AND BENEFITS

5.210 CLASSIFIED WORK AGREEMENTS

Classified work agreements will be reviewed and offered annually. All classified agreements will be based with a July 1 start date with any hourly rate changes effective of that day upon approval of the agreements.

The length of the working day and/or specific daily tasks will be noted in the work agreement or on the job descriptions.

5.220 SALARY PAYMENT PROVISIONS

Payday is in accordance with district policy.

Beginning July 1, 2007, time cards will be gathered on every other Tuesday for release of payment on that Friday.

Classified personnel (other than bus drivers) will be paid on an hourly basis as provided by the Fair Labor Standards Act as amended in 1974. A time clock will be used to record work time.

Bus drivers are paid the 15th of the month. The salary is based on the size of bus used and the actual number of miles driven. Base salary is determined by the board of education on the classified salary schedule.

Wages of employees shall be in conformity with schedule approved by the board of education. Salaries for positions not covered by the salary schedule or any departure from the schedule will require specific approval of the board of education.

The salary schedule shall recognize training, experience, satisfactory performance, and length of service in the school system. It shall take into account the economic ability and educational needs of the district.

Overtime pay will be paid at the rate of 1.5 times the hourly rate for any hours over 40 worked and pre-approved by the superintendent.

During the school term, classified personnel do not have to check out for their lunch time because they are still on duty and are required to answer if they are needed. Lunch on the clock should be limited to 30 minutes.

During the summer term, classified personnel will clock out for their lunch period.

All classified personnel are allowed a break if their regular daily schedule calls for four hours or more of continuous work. Breaks are limited to 15 minutes in length and may not be accumulated or added to lunch periods.

On intermittent days off which are not on the school calendar, classified employees will be paid up to a maximum of 8 hours per day unless more hours are actually worked. (snow days, non-scheduled in-service days... any day that is let out where the employee would have reported to work if there was work to do)

On intermittent days where the school calendar indicates there is no school, classified employees will not receive pay unless work is actually performed. (Scheduled in-service days, end of 9 weeks days, band day... any day there is not school, but they know ahead of time)

Holidays are often followed with In-service days. The requirement to be in pay status the day before and the day after the holiday breaks will not include the in-service day. The employee will not be paid unless work is performed the in-service day, but they will be paid for the break if they are in pay status the day before the break and the day after the in-service day.

5.230 FRINGE BENEFITS

The district will provide a fringe benefit package in accordance with work agreements with employees.

Full time classified employees will receive full benefits.

Monthly classified employees will receive full benefits.

Part time classified employees will receive fringe benefits as outlined below.

Temporary classified employees will not receive any fringe benefits.

5.231 ENROLLMENT

Enrollment for fringe benefits is done in conjunction with the enrollment under Section 125.

5.232 DISABILITY / SALARY PROTECTION INSURANCE

Disability /salary protection will be available for all employees.

The employer will pay up to \$400 annually toward the insurance premium in accordance with the employees' salary. If the employee chooses to purchase more insurance, the excess premium amount will be subject to salary reduction under Section 125 or salary deduction.

Adopted: 12/19/2008

5.233 INSURANCE PACKAGE

Full time and monthly employees wishing to participate in the group health plan and qualifying for the fringe benefit, the employer will pay \$400 toward the monthly health insurance premium and the excess premium amount will be subject to salary reduction under Section 125 or salary deduction. If the employee is covered with health insurance through another source, the

employer will pay \$200 toward an alternative benefit package of insurance chosen by the employee. The insurance policies available through the Section 125 Plan can be put together in any form with any amount above the benefit of \$400 or \$200 being taken out of the salary deduction or salary reduction plans. If the employee is covered with health insurance through another GROUP plan, the \$200 may be put toward unreimbursed medical or dependent day care.

Part time employees may be eligible to receive \$180.00 per month toward health insurance or the alternative insurance package.

5.234

SECTION 125 FLEXIBLE BENEFIT PLAN

All employees age 19 or older and work 17.5 hours or more per week are eligible to participate in Section 125 plans. This does not necessarily mean you are eligible for the fringe benefit.

Open enrollment in the plan is scheduled for August of each year. New employees must enroll within 30 days of employment to become eligible for plan participation. If an employee does not enroll during this period, it will be necessary for the employee to wait until the next open enrollment period prior to the next plan year to enroll in plan benefits.

HEALTH

USD #459 works in cooperation with Blue Cross/Blue Shield of Kansas to obtain group medical insurance. The premiums can be partially paid by fringe if the participant is eligible with the difference being included in a salary deduction or salary reduction for eligible participants

TERM LIFE

KPERS members have life insurance coverage equal to 150% of the annual salary. In addition, \$50,000 term life through an optional policy may be taken. The premiums can be a part of a fringe alternative package if the medical insurance is declined, a salary deduction, or a salary reduction for eligible participants.

Premiums of life insurance in excess of \$50,000 are taxable.

CANCER INSURANCE

There are two options for cancer coverage through American Fidelity and Security Benefit. The premiums can be a part of a fringe alternative package if the medical insurance is declined, a salary deduction, or a salary reduction for eligible participants.

HEART & STROKE INSURANCE

This is offered through Security Benefit with several options within the policy. With individual choices, the premiums can be a part of a fringe alternative package if the medical insurance is declined, a salary deduction, or a salary reduction for eligible participants.

UNREIMBURSED MEDICAL

This is offered through American Fidelity. The premiums can be a salary deduction or a salary reduction for eligible participants.

DEPENDENT CARE REIMBURSEMENT

This is offered through American Fidelity. The premiums can be a salary deduction or a salary reduction for eligible participants.

PREPAID LEGAL

This is an offered program that is not subject to Section 125. The premiums must be a salary deduction.

ANNUITIES

Annuities may be withheld from the employees' checks. Any changes in the annuity plan must be reported to the clerk by the 5th of the month the change is to take place. Changes may be made once per calendar year in addition to the open sign up in August. The annuity plans are approved by the Board of Education.

5.300 LEAVES OF ABSENCE

5.310 SICK LEAVE / FUNERAL LEAVE

Each full time 9 month employee at the start of their work agreement year will be given 15 days sick leave accumulative to 60 days. For personnel working more than 9 months, a prorated portion will be given with a total accumulative leave of 4 times an annual amount. (i.e. $15/9 \times 10.5$ for 10.5 month employees or 17.5 days; $15/9 \times 12$ for 12 month employees or 20 days)

Each part time employee will be given 10 days sick leave accumulative to 40 days in proportion to the amount of time scheduled. (i.e. if a person is scheduled to work 4 hours per day, they will receive 40 hours sick leave (10×4) accumulative to 120 hours (30×4). If a person is scheduled to work 6 hours per day, they will receive 60 hours sick leave (10×6) accumulative to 180 hours (30×6).

Employees working less than 4 hours per day do not receive sick leave.

Sick leave for classified employees will be paid for normally scheduled hours. Any employee will be paid their regular rate per hour for sick leave.

Sick leave will cover absence for the employee's own illness or the illness in the employee's family, or other persons who are emotionally close and whose funeral leave has been approved by the Principal/Superintendent.

After five (5) days of sick leave, a doctor's release will be required.

FUNERAL LEAVE

No funeral leave will be available for classified personnel. However, any employee may use their sick leave for a funeral if approved by the Principal/Superintendent.

MATERNITY LEAVE

Absence due to pregnancy shall be considered as personal illness and will be dealt with in accordance with sick leave policy.

DOCTOR / DENTIST APPOINTMENTS

Sick leave may be used for doctor appointments. The classified employee must clock out and back in when returning. If the employee clocks out and does not return, the normal work day or 8 hours will be used, whichever is less.

5.320 PERSONAL LEAVE / LEAVE WITHOUT PAY

Classified employees may take personal days off without pay as approved by the Principal or Superintendent.

5.330 JURY DUTY LEAVE

Any employee may serve jury duty without loss of compensation. A classified employee will be paid their "scheduled" number of hours with a maximum of 8 hours per day.

5.340 FAMILY & MEDICAL LEAVE ACT

Family and medical leave shall be granted for a period of not more than 12 weeks during a 12-month period. For purposes of this policy, a 12-month period shall be defined as a fiscal year beginning July 1 and ending the following June 30. Spouses employed by the district may only take an aggregate of 12 weeks of leave for a birth or placement for adoption of a child, foster care or to care for a child with a serious health condition.

Leave is available because of:

- the birth of a son or daughter of the employee and to care for the son or daughter;
- the placement of a son or daughter with the employee for adoption or foster care;
- the need to care for a spouse, son, daughter or parent of the employee because of a serious health condition; or

- a serious health condition of the employee that prevents the employee from performing the job functions.

(Leave for reason 1 or 2 must be taken within 12 months of birth or placement)

The leave shall normally be unpaid leave. However, if the employee has any paid vacation, personal, sick or disability leave that is available for use because of the reason for the leave, the paid leave shall be used first and counted toward the annual family and medical leave. The superintendent will notify the employee prior to or during the leave period that the leave has been designated as paid family and medical leave.

The employee is eligible for family and medical leave upon completion of 12 months of service in the district and employed at least 1250 hours during the preceding year.

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 leave. Any employee portion of the cost shall be paid by the employee to the clerk of the board on or before the payroll date or at another time as the employee and superintendent may agree. The board may terminate group health coverage if the employee payment is not received within 30 days of the due date.

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 practicable.

Upon the employee providing notice of need for leave, the employer will notify the employee of:

1. the reasons that leave will count as family and medical leave;
2. any requirements for medical certification;
3. employer requirement of substituting paid leave;
4. requirements for premium payments for health benefits and employee responsibility for repayment if employer pays employee share;
5. right to be restored to same or equivalent job; and
6. any employer required fitness-for-duty certification.

Family leave (reasons 1 or 2) may not be used intermittently or on a part-time basis without the prior approval of the superintendent.

The superintendent may require an instructional employee to continue leave until the end of the 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.

If the leave is for a reason other than the employee's serious health conditions, 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.

5.341 MILITARY LEAVE

Employees are entitled to military leave under the Uniformed Services Employment and Reemployment Act of 1994. The Act applies to military service that began on or after December 12, 1994 or military service that began before December 12, 1994 if the employee was a reservist or National Guard member who provided notice to the employer before leaving work.

Reemployment rights extend to persons who have been absent from work because of "service in the uniformed services." The uniformed services consist of the following military branches:

Army, Navy, Marine Corps, Air Force or Coast Guard.

Army Reserve, Navy Reserve, Marine Corps Reserve, Air Force Reserve or Coast Guard Reserve.

Army National Guard or Air National Guard.

Commissioned corps of the Public Health Service.

Any other category of persons designated by the President in time of war or emergency.

"Service" in the uniformed services means duty on a voluntary or involuntary basis in a uniformed service, including:

Active duty.

Active duty for training.

Initial active duty for training.

Inactive duty training.

Full-time National Guard duty.

Absence from work for an examination to determine a person's fitness for any of the above types of duty.

The employee may be absent for up to five (5) years for military duty and retain reemployment rights. There are, however, exceptions which can exceed the five (5) years limit. Reemployment protection does not depend on the timing, frequency, duration or nature of an individual's service. The law enhances protections for disabled veterans including a requirement to provide reasonable accommodations and up to two (2) years to return to work if convalescing from injuries received during service or training.

The returning employee is entitled to be reemployed in the job that they would have attained had they not been absent for military service, with the same seniority, status and pay, as well as other rights and benefits determined by seniority. If necessary, the employer must provide training or retraining that enables the employee to refresh or upgrade their skills so they can qualify for reemployment. While the individual is performing military service, he or she is deemed to be on a furlough or leave of absence and is entitled to the non-seniority rights accorded other individuals on non-military leaves of absence. Individuals performing military duty of more than 30 days may elect to continue employer sponsored health care for up to 18 months at a cost of up to 102 percent of the full premium. For military service of less than 31 days, health care coverage is provided as if the individual had never left. All pensions which are a reward for length of service are protected.

Individuals must provide advance written or verbal notice to their employers for all military duty. Notice may be provided by the employee or by the branch of the military in which the individual will be serving.

Notice is not required if military necessity prevents the giving of notice; or if the giving of notice is otherwise impossible or unreasonable.

Accrued vacation or annual leave may be used (but is not required) while performing military duty. The individual's timeframe for returning to work is based upon the time spent on military duty.

TIME SPENT ON MILITARY DUTY	RETURN TO WORK OR APPLICATION FOR REEMPLOYMENT
Less than 31 days:	Must return at the beginning of the next regularly scheduled work period on the first full day after release from service, taking into account safe travel home plus an eight (8) hour rest period.
More than 30 but less than 181 days:	Must submit an application for reemployment within 14 days of release from service.
More than 180 days:	Must submit an application for reemployment within 90 days of release from service.

The individual's separation from service must be under honorable conditions in order for the person to be entitled to reemployment rights. Documentation showing eligibility for reemployment can be required. The employer has the right to request that an individual who is absent for a period of service of 31 days or more provide documentation showing:

- the application for reemployment is timely;
- the five-year service limitation has not been exceeded; and,

- separation from service was under honorable conditions.

If documentation is not readily available or does not exist, the individual must be reemployed. However, if after reemploying the individual, documentation becomes available that shows one or more reemployment requirements were not met, the employer may terminate the individual, effective immediately. The termination does not operate retroactively.

Questions should be directed to Veterans' Employment and Training Service, U.S. Department of Labor.

Kansas law also requires reemployment if an individual is called to active duty by the state.

Proposed to BOE 9/14/09

Adopted by BOE 10/12/09

5.350 PAID HOLIDAYS / SPRING BREAK

Holidays will be paid with a maximum of eight hours per day if all eligibility guidelines are met.

Personnel are eligible for holiday pay if they are in "pay status" the day before and the day following paid holidays. "Pay status" is defined as physically on the job or on "paid sick leave" or on "paid vacation leave". Holidays are often followed with In-service days. The requirement to be in pay status the day before and the day after the holiday breaks will not include the in-service day. The employee will not be paid unless work is performed the in-service day, but they will be paid for the break if they are in pay status the day before the break and the day after the in-service day.

- Nine month employees are eligible for Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, and Good Friday.
- Ten or ten and one-half month employees are eligible for the above plus Memorial Day.
- Twelve month employees are eligible for the above plus Independence Day.

Full-time employees will be paid for days no school is scheduled on the school calendar. i.e. For Christmas, the full time employees will be paid 8 hours per day for each day not in school. The exception to this is the custodians. Due to the nature of the job, they will be required to work days off except the holiday itself plus one extra day for Thanksgiving, Christmas, and New Years with a maximum of 8 hour per day pay. Note below on intermittent days off.

Part time employees will be paid for their normally scheduled hours for the day of the holiday if the holiday falls on a regular work day.

5.360 VACATION LEAVE

Annual vacations of two weeks with pay shall be granted to those employees assigned to twelve month positions. Vacation time must be approved by the Superintendent prior to usage.

5.370 MISCELLANEOUS FRINGE BENEFITS

5.371 UNIFORMS

Custodians are required to wear approved uniforms whenever they are representing the school. Uniforms will be provided by the district.

If classified employees are required to wear uniforms by the administration, they will be provided by the district.

- Proposed to BOE 10/13/08 (last paragraph)
- Approved by BOE 11/10/08

5.372 TRAVEL EXPENSE REIMBURSEMENT

All reimbursable travel expense is to have prior approval of the superintendent of schools. Reimbursable items include registration fees, meals (excluding alcoholic beverages), lodging, reasonable gratuity, and mileage reimbursement. Reimbursement without a receipt will not be made.

All school personnel requesting reimbursement shall use school vehicles rather than their own when available. Use of district vehicles will be confined to necessary school business. Expenses for travel incurred in the performance of official duties will be reimbursed upon receipt of all receipts. For authorized use of a personal vehicle, staff members shall be reimbursed at the state rate per mile.

The employee must compile a reimbursement request, with all reimbursable expenses supported by itemized receipts. Expenses will not be reimbursed without complete voucher

5.373 PROFESSIONAL DEVELOPMENT

District staff shall make every effort to stay abreast of the latest developments in their respective fields. The board may require or otherwise encourage staff to attend workshops or other activities which will directly benefit the district's schools. Expenses will be paid by the district to attend state and local meetings approved by the superintendent in accordance with money budgeted for this purpose.

5.374 WORKER'S COMPENSATION

The board of education has provided worker's compensation benefits for all its employees. All accidents occurring on the job must be reported to the superintendent or clerk within 24 hours and forms filed with the insurance agent within five (5) business days.

5.375 LIABILITY INSURANCE

In accordance with board of education policy 2.422, liability insurance will be carried on all classified personnel.

5.400 RETIREMENT

5.410 RETIREMENT IN GENERAL

The retirement age for any staff member will be in accordance with current KPERS law.

5.420 KPERS RETIREMENT

The Kansas Public Employee Retirement System policy requires notice to KPERS on the proper forms prior to the first day of the month before starting retirement.

5.430 EARLY RETIREMENT

In order to encourage and facilitate the voluntary early retirement of classified employees of the district who may find it necessary or desirable to retire prior to normal retirement age, the Board has adopted an early retirement plan. Any eligible professional employee may elect to take early retirement under the terms and conditions set forth in this policy. Early retirement is entirely voluntary and at the discretion of the employee.

Definitions: When used in this policy, the term "current base salary" means the salary for the current year at the base number of hours to be worked.

The normal hours worked cannot exceed 8 hours per day other than with custodians who will be figured 3/4 at winter rates and 1/4 at summer rates. For example, a custodian normally works 10 hours winter at \$7.00 per hour and 8 hours summer at \$10.00 per hour. Their base would be \$7.75 per hour for a maximum of 8 hours or \$16,120 per year.

When used in this policy, the term "school year" means that period of time from July 1 to June 30 of any year.

Any classified employee meeting the KPERS requirement at 85 points, may elect to take early retirement under the terms and conditions set forth in this policy. Early retirement is entirely voluntary and at the discretion of a classified employee provided the policies and procedures are followed as outlined herein:

ELIGIBILITY

A classified employee is eligible for early retirement if such person:

- Is currently an employee of the school district.
- Will meet the KPERS requirement of 85 points on or before August 1 of the calendar year in which the professional employee intends to retire.
- Has 10 or more years of employment in Unified School District #459.

Eligibility for early retirement will be determined by the Board of Education or its designee. A classified employee applying for early retirement shall have the responsibility to provide all facts and information necessary to prove eligibility for early retirement and to determine the amount to be paid.

APPLICATION

A classified employee may apply for early retirement by giving written notice to the Superintendent of Schools. Such written notice shall be submitted on or before the 10th day of May preceding the anticipated retirement date and shall include the following information:

1. A statement of the applicant's desire to take early retirement.
2. Current base salary.
3. The anticipated date of retirement.
4. The applicant's birth date and age on the date of retirement.
5. The current mailing address and telephone number of the applicant.
6. The number of years the applicant has been employed by the school district.
7. The total number of years of service credit recognized by KPERS.
8. Whether the applicant desires health insurance coverage through the school district health insurance program, by deduction of annual premiums from the early retirement benefits.
9. Requested payment dates of early retirement incentive funds.

BENEFITS

The annual early retirement benefit shall be based on the total number of years the employee has worked for USD #459. The percentage of retirement benefit will be 1% per year over 10 worked up to a maximum of 15% of the employee's current base salary of the year when the application for the retirement is made and shall be payable for a maximum of five (5) consecutive years. All benefits shall terminate when retiree reaches age sixty-five (65). (For example, if a person has worked 23 years, they will be entitled to 13% of their base salary. If they have worked 30 years, they will be entitled to 15% of their base salary.)

Part time employee benefits will be the same percentage as time employed during the year of retirement.

TERMS AND CONDITIONS

The following terms and conditions shall apply to the school district's early retirement plan:

The early retirement benefit shall be payable by the school district annually in a lump sum after January 1 and before June 30 or by monthly payments beginning no earlier than September of the year of retirement.

A classified employee taking early retirement shall have the option to maintain health insurance coverage at the employee's expense through the school sponsored health insurance program provided payment is made one month in advance or deducted from early retirement benefits. This provision will be effective only if allowable by the insurance carrier and only until that time that the professional employee attains the age of sixty-five (65).

An employee who takes early retirement shall have the responsibility to keep the school district informed of his/her mailing address and telephone number.

The conditions governing the program under which a participant initially enters are in effect throughout the length of the enrollment and will not be affected by policy change.

If any provision of this early retirement plan is determined to be in violation of federal or state law or regulations, then the entire plan shall immediately terminate and shall be of no further force or effect unless revised and readopted by the Board of Education.

The board of education reserves the right to terminate the early retirement program through negotiations; provided, however, that the board will continue to honor retirement benefits for any employee receiving such benefits under the policy prior to its termination.

5.440 HEALTH INSURANCE COBRA FOR RETIREES

Retirees of the school district shall be allowed to continue participation in the group health insurance providing the following conditions are met:

- Agrees to accept and abide by the operating policies and procedures of health insurance group.
- Assumes the responsibility for premium payment one month in advance.

5.500 RIGHTS AND RESPONSIBILITIES OF CLASSIFIED PERSONNEL

5.510 RIGHTS OF CLASSIFIED PERSONNEL

The board of education recognizes the importance of the work of the classified staff and desires to create an environment and working conditions which demonstrates said recognition.

5.520 RESPONSIBILITIES OF CLASSIFIED PERSONNEL

- 5.521** All classified employees are expected to comply with the policies of the board of education, the reasonable directives of their supervisors, the district's administration, and the statutes of the state of Kansas.
- 5.522** All classified personnel are expected to maintain a pattern of positive communication with parents/guardians, students and colleagues.
- 5.523** A pattern of behavior that characterizes emotional control and stability in the conduct of duties is to be demonstrated.
- 5.524** Duties are to be conducted in a competent, efficient, and conscientious manner.
- 5.525** Daily attendance is expected of all employees except when they are on allowed leave. Excessive absences or tardiness, unauthorized leave, or unexcused absences may result in disciplinary action including termination of employment.

5.530 VIOLATION OF BOARD OF EDUCATION POLICIES OR ADMINISTRATION

Classified staff members are expected to be informed concerning state statutes on public education and board of education policies.

5.600 FACILITY SCHEDULING

From time to time, the facilities will be used by outside groups. Custodians and/or food services employees may be required to attend. Please review policy 2.442 for more information.

5.700 REPORTING

5.710 ACCIDENTS

Any school employee who discovers an accident on school property shall report the accident to the building principal and the superintendent.

If the person requires medical treatment, the employee shall:

- send for medical help;
- make the individual as comfortable as possible while waiting for competent medical assistance to arrive; and
- notify the principal or superintendent.

5.720 MEDIA NOTIFICATION

Do not give written statements to insurance adjusters or attorneys or others not representing the school board's interests. Please refer all interested parties to the Superintendent.

5.730 CHILD ABUSE

Any district employee who has reason to know or suspect that 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 Principal of their school, who will report the suspected abuse to the local Social Rehabilitation Services (SRS) or the local law enforcement agency if the SRS office is not open, and the Superintendent. District employees will not contact the child's family or any other person on the incident.

5.740 VANDALISM

Employees shall report any vandalism to the principal. The Superintendent will be notified.

5.750 VIOLENT ACTS

Any employee who believes any of the following has occurred at school, on school property or at a school-sponsored activity shall immediately report this information to the principal who will notify the local law enforcement immediately:

- an act which constitutes the commission of a felony or a misdemeanor; or
- an act which involves the possession, use or disposal of explosives, firearms or other weapons as defined in current law.

The Superintendent will be notified.

5.760 STUDENT CONDUCT

Students are the responsibility of the teacher and except under certain circumstances, classified personnel should assume no direct authority over them. Exceptions occur with bus drivers, paraeducators, and certain secretarial positions. Misconduct should be reported to the teacher or principal in charge.

5.770 COMMUNICABLE DISEASES

Whenever an employee has been diagnosed by a physician as having a communicable disease as defined in current regulation, 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 suspended from duty for the duration of the contagiousness in order to give maximum health protection to other district employees and to students. Upon the use of all sick leave, time will be without pay.

The employee shall be allowed to return to duty upon recovery from the illness, or when the employee is no longer contagious as authorized by the employee's physician with a physician's release to return to work.

5.800 DRUG FREE SCHOOLS

The unlawful possession, use, or distribution of illicit drugs and alcohol by school employees on school premises or as a part of any school activity is prohibited. This policy is required by the 1989 amendments to the Drug Free Schools and Communities Act.

5.810 EMPLOYEE CONDUCT

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

- Short term suspension with pay pending conference with Superintendent
- Short term suspension without pay
- Long term suspension without pay
- Required participation in a drug and alcohol education, treatment, counseling, or rehabilitation program
- Termination or dismissal from employment

In suspension without pay situations, the employee is entitled to a hearing before the Board of Education.

Nothing in this policy is intended to diminish the right of the district to take any other disciplinary action which is provided for in district policies or the negotiated agreement.

If it is agreed that an employee shall enter into and complete a drug education or rehabilitation program, the cost of such program shall be the responsibility of the employee. Drug and alcohol counseling and rehabilitation programs are available for employees of the district. A list of available programs along with names and addresses of contact persons for the program is on file with the superintendent.

Employees are responsible for contacting the directors of the programs to determine the cost and length of the program, and for enrolling in the programs.

5.900 OTHER GENERAL POLICIES FOR CLASSIFIED PERSONNEL

5.910 SEXUAL HARASSMENT

Employees shall maintain relationships with students which are conducive to an effective educational environment. Employees shall not have any interaction of a sexual nature with any student at any time regardless of the student's age or status

Sexual harassment will not be tolerated in the school district. Sexual harassment of employees or students of the district by board members, administrators, personnel, students, vendors, and any others having business or other contact with the school district is strictly prohibited.

Reference handbooks for detailed policies.

5.920 DISTRICT COMPLIANCE WITH TITLE IX

See handbook for detailed policy.

5.930 CIVILITY POLICY

See handbook for detailed policy.

5.940 CONFIDENTIALITY

5.941 STUDENT INFORMATION

Confidential student information, whether written or oral, shall be handled in a confidential manner and be discussed only with the parents/guardians of the particular student and the appropriate school personnel. Violations of this rule which violate the privacy rights of students could result in disciplinary actions being taken against the employee, including termination.

5.942 PERSONNEL INFORMATION

Confidential personnel information, whether written or oral, shall be handled in a confidential manner and be discussed only with the appropriate school personnel. Violations of this rule which violate the privacy rights of employees could result in disciplinary actions being taken against the employee, including termination.

5.950 PERSONAL APPEARANCE

All employees of the school district should give proper attention to their personal appearance and cleanliness. Please dress professionally and be well-groomed. Custodians will wear uniforms.

All employees of the district are expected to refrain from using profanity or inappropriate language on duty.

5.960 GIFTS

Employees are prohibited from receiving gifts from vendors or sales representatives. Premiums resulting from sales projects sponsored by the school shall become the property of the school.

5.970 KEYS

The Principal/Superintendent is responsible for issuing keys and maintaining a current and accurate list of all people who have been issued keys. No keys shall be duplicated without permission.

Keys should be turned in to the appropriate supervisor at the end of the school year and when an employee is no longer employed by the district.

Keys shall not be loaned to anyone. Any lost keys shall be reported immediately to the principal and superintendent so measures may be taken to maintain safety and security and to protect district property.

A replacement cost of \$10 will be charged for a lost key fob. The lost one will be deleted from the computer system for safety and security purposes.

Employees who lose their keys will be charged the replacement cost on the first occurrence. The second and any other occurrences, there will be an additional \$50 penalty for lost keys.

- Proposed to BOE 9/8/08
- Approved by BOE 11/10/08