

USD #343
Classified Employee
Handbook

2022 – 2023



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PURPOSE OF HANDBOOK

The goals of the personnel policies set forth in this handbook is to create the best possible educational climate for the students of the district. To this end, these personnel policies are designed to prevent misunderstanding by the personnel of the district about their duties and privileges. In order to further develop a climate of trust and understanding, the Board of Education earnestly seeks the involvement of all personnel in the development of policies affecting their positions.

All personnel handbooks are to be approved the Board of Education and adopted, by reference, as a part of these policies and rules.

WELCOME TO U.S.D. #343

This employee handbook for classified personnel has been prepared to help answer any questions you may have concerning employment with Perry USD #343. This handbook is available as a resource for you to refer to when you have questions.

The policies and procedures herein are those currently in effect in Perry USD #343. They are subject to change through appropriate administrative or Board of Education action. The Board of Education retains its legal obligation to make decisions that establish policies for Perry USD #343. Official policies of the district take precedence over practices and procedures should any conflict arise.

The Board of Education, the administration and certified staff are proud to have you a part of the classified staff. You have been selected for the position you hold because your qualifications indicate that you are the best person to fill the position.

Classified Personnel – all employees who are not required to hold a Kansas State Educational Certificate. Included in the group are custodial, food service, office support staff, paraprofessionals, and transportation personnel.

The classified employee is very important to the district and plays a major role in providing a safe, orderly, and healthy environment for students and staff. Never underestimate the importance of your position. I want to wish you the most successful year possible and pledge to each of you my conscientious assistance helping you solve any problems you encounter.

Perry USD 343 Mission Statement

Preparing students to become successful citizens

EQUAL OPPORTUNITY EMPLOYMENT

Discrimination against any individual on the basis of race, color, national origin, sex, disability, age, or religion in the admission or access to, or treatment or employment in the district's programs and activity is prohibited. J.B. Elliott, Superintendent, 205 W. Bridge Street, Perry, KS 66073 (785-597-5138) has been designated to coordinate compliance with nondiscrimination requirements contained in Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, and the Americans With Disabilities Act of 1990.

Complaints of discrimination will be resolved using the district's discrimination complaint procedure.

BOARD'S RIGHTS

Except as expressly limited by state or federal law, the following rights are vested exclusively in the Board of Education: The determination and administration of Board policy; the operation and management of the school district; the direction of employees; and the carrying out of the Board's lawful rights and responsibilities.

DISTRICT PHILOSOPHY

Realizing that individuals live in a complex society, the Board of Education is hopeful that each student, in addition to the more academic preparations provided by the schools, will have the opportunity for basic training in desirable moral and ethical values in preparation for assuming a useful role in society.

It is understood that all students will not learn all things equally well, but all should have an equal opportunity in the pursuit of an education. The Board of Education will attempt to balance the programs offered to provide for the varied needs and interests of each student. The Board accepts the premise that the student is the center of the school curriculum and that the instructional program should be tailored to fit a child-centered program of education.

The Board of Education views the educational process as a comprehensive program which must be undertaken in cooperation with other institutions of our society and will seek to establish and maintain strong ties with parents and community programs.

STATEMENT OF IMPLEMENTATION

Necessary resources and restructuring which must exist in order to implement the district mission include:

- on-going staff development to include certified and classified staff,
- continuous curriculum review and revision,
- time, resources, and flexibility in structuring the learning environment,
- communication within the school community
- managed qualitative and quantitative evaluation processes, and parents and patrons current with educational program.

STATEMENT OF ACCOUNTABILITY

The Board of Education, administration, faculty, and staff accept their responsibilities for implementing and achieving the mission of USD #343.

HIERARCHY OF USD #343

The Board of Education is responsible for establishing policy concerning the educational processes of the district. The Board of Education meets at 6:30 p.m. on the second Monday of each month at the District Office. Special meetings will be called when the necessity arises. Everyone is welcome to attend these meetings. Should anyone want to discuss a particular item, they should inform the Superintendent one week preceding the meeting so that he may put this item on the agenda. Discussion of personnel and personnel issues will be held in closed session only.

The Superintendent is the executive officer and representative of the Board of Education. His requests and directions, therefore, have the weight and force they would have if they came from the Board directly, and he is the proper medium of approach and communication between the parties: Board, teacher and staff. It is the Superintendent's responsibility to see that the Board is kept informed in educational happenings in the district, county, state and nation.

The Director of Transportation reports directly to the Superintendent. Matters concerning transportation need to be taken to the Director of Transportation. The Superintendent is in charge of Food Service. Matters concerning food service should be taken to the Food Service Coordinator first, then to the Superintendent if the matters aren't resolved.

Examples:

If there is a problem with food service in the building, the building principal should be notified, if the food service employee and the building principal cannot solve the situation, it should be taken to the food service coordinator, if the problem is still unsolved it should be taken to the Superintendent.

If there are transportation problems with a student on the bus, the driver should contact the building principal where the student attends, if the problem cannot be solved with the building principal, driver, student and parent then the Director of Transportation should be notified.

If a custodian has a building problem the building principal should be notified first, if the building principal and the custodian cannot solve the problem then it should be taken to the Superintendent.

The Superintendent should be notified only if the building principal has determined that the situation is something that is necessary to take to the Superintendent.

The Director of Curriculum and Instruction reports directly to the Superintendent and is in charge of all aspects of curriculum. Curriculum concerns will be handled by the Director of Curriculum and Instruction.

The building principals are directly responsible to the Superintendent. Their responsibility covers the physical building or buildings that they administrate. All events scheduled in that building must be approved by the building principal. The principal is also responsible for all staff and students assigned to their building. Any problems that arise should first be taken to the principal, who will see that the problem is properly settled.

A line of easy communication should be kept open at all times. The principal should approve all changes from the norm. The staff should inform the principal of any changes being made. Every staff member is expected to be a professional, and act as a positive role model.

Staff shall devote their time exclusively to school duties during school hours.

ORGANIZATION OF DISTRICT

Board of Education

Nick Fergus, President
Dr. Emily Riner, Vice-President
Jacki Aldrich
Ramon Gonzalez
Ryan Blosser
Jarae Essman

Travis Daniels
Jenny Herschell, Board Clerk
Deb Brehm, Treasurer

Administration

J.B. Elliott, Superintendent
Josh Woodward, Assistant Superintendent
Mike Maloun, Principal – Perry-Lecompton High School 9 – 12
Eryn Norton-Moland, Perry-Lecompton Middle School Principal 5 – 8
Mark Lamb, Principal – Lecompton Elementary 1 – 4
Mike Paramore, Athletic Director
Justin Dunnaway, Director of Transportation and 5/12 Asst. Principal
Lisa Whitehair-Carver, Perry Elementary Principal/Daycare Director

CONDITIONS FOR EMPLOYMENT

GACC

Hiring

Staff Selection

The board has the legal responsibility of approving the employment of all employees. While this responsibility cannot be waived, the board delegates to the Superintendent the authority to recruit staff members. In carrying out this responsibility, the Superintendent will involve various administrative and teaching staff members as needed.

GCA

Hiring

All personnel recommended by the Superintendent for employment are subject to ratification by the board.

To aid in obtaining the best available staff members for the district's schools, the board adopts the following general criteria which shall be utilized in the selection process for initial employment:

The employment of any staff member is not official until the contract is approved by the board and signed by the candidate. The employment sequence shall be as follows: The verbal offer of employment to the candidate; verbal acceptance by the candidate; contract sent to the candidate and candidate's acceptance signified by a signed contract returned to the Superintendent; and approval of the contract by the board.

The Board of Education and the state of Kansas, as a condition of entering or continuing employment, shall require classified employees to submit the following documents before the first day of employment:

Background Check – All new hires are subject to a background search and pre-employment drug screening.

Health Examination – Each employee who is in regular contact with pupils will submit a certification of health signed by a licensed physician on a form prescribed by the Kansas State Board of Health. If, at any time, there is reasonable cause to believe that an employee is suffering from an illness detrimental to the health of pupils, the Board of Education may require a new certification of health. The expense of obtaining new certifications of health will be borne by the school district.

GAR

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 current law.

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 or school employees and to students.

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.

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

If a district employee has been diagnosed as having a communicable disease and the Superintendent has been notified by the employee, as provided in policy, the Superintendent shall determine whether a release shall be obtained from the employee's physician before the employee returns to duty.

Decisions regarding the type of employment setting for an employee with a communicable disease shall be made by the Superintendent based upon consideration of the physical condition of the employee and the following factors:

- the nature of the risk;
- the duration of the risk;
- the severity of the risk; and
- the probability that the disease will be transmitted or cause harm to the employee or to others who will share the same setting.

No information regarding employees with communicable diseases shall be released by district personnel without the employee's consent except to comply with state or federal statutes.

AIDS

In each case involving an employee with AIDS, ARC, or a seropositive test for the HTLV-III virus, the board shall reserve the right to make a final decision regarding the employment status of the employee after taking into account the recommendations of the health assessment team, the risks and benefits to both the employee and to others in the proposed work setting.

No information regarding employees with communicable diseases shall be released by district personnel without the employee's consent or in order to comply with state or federal statutes.

Guidelines of Dealing with Employees Infected With AIDS in the District Schools

- A. The district establishes the following guidelines for dealing with the problems presented by school employees who have or could transmit AIDS to other school employees or students. The guidelines will be reviewed periodically and revised as necessary to reflect new medical information regarding AIDS.
- B. Based upon the present knowledge that AIDS is primarily transmitted by blood or sexual contact, and that casual person-to-person contact as would occur among school employees appears to pose no risk, individuals known to be infected with HTLV-III virus should not be restricted from the work setting unless otherwise medically indicated. Those individuals include the following: school personnel with positive antibodies to the HTLV-III virus; school personnel who have illness due to the virus but do not meet the AIDS CASE definition; and school personnel with AIDS.

Case Review

The determination of the appropriate educational setting for HTLV-III infected individuals should be done on a case-by-case basis by a Review Board and should be weighed against the risk and benefits to both the infected individual and to others who will share the same setting. The school nurse or county health nurse will serve as Chairperson of the Review Board and is the contact source for all referred cases.

In the case of a school employee, the Review Board may consist of, but not necessarily limited to, the employee's physician, school officials including the Superintendent of schools, building principal, office secretary to keep a written record of the proceedings, the employee and/or his representative and the county health officer. The school attorney may assist the Review Board as an observer and advise the board on legal questions.

Dealing With School Employees with AIDS

- A. In case of a school employee, the Review Board may need to develop additional procedures to periodically assess the employee's condition to assist in determining the employee's status to work. Establishment of a plan of periodic review of the employee's status will be established by the Review Board at the initial meeting.
- B. Before HTLV-III infected individuals work in a district school, they will participate in a conference with appropriate school personnel at which time reasonable expectations regarding the individual's responsibilities in the work setting will be discussed. Appropriate recommendations are to be developed from these discussions and submitted to the appropriate official.

Confidentiality

In the case of a school employee, the school principal, the office secretary, the school nurse, the designated school custodian(s), the county health officer, the school attorney, and the Superintendent may be appropriate personnel who would be knowledgeable about the employee's case. In some situations it may be necessary that other personnel also be advised. This will be determined by the Superintendent.

Policy Review

In view of the new medical information that is coming forward with regard to AIDS and as medical advancements are made in this area, these recommendations may be updated or changed as needed.

PAYROLL PROCEDURE

All employees are paid on the 20th of each month. Payroll statements are emailed to all employees on or about the 17th of each month. Federal and state income taxes, social security payments, and KPERS (when applicable), are deducted from your monthly earnings. These deductions may vary as they are affected by changes in the amount you earn, by legislation and by the number of dependents you declare.

KANSAS PUBLIC EMPLOYEES RETIREMENT SYSTEM

All classified staff members who are employed for 630 hours per year or 3.5 hours per day for 180 days entering school service in Kansas are required to participate in the Kansas Public Employees Retirement Systems (KPERS). All employees working in a KPERS covered position have six percent of their salary deducted and submitted to the system. As you accumulate years of experience, the state makes a contribution to your account. You can never lose a penny of the money that you pay in and you may withdraw the funds if you leave Kansas school service.

HEALTH INSURANCE BENEFIT

The Board of Education will purchase a single membership for all eligible classified employees. In addition, the Board of Education determines which classified employees are eligible. If you are an employee that works just during the actual school year, you must average 6 hours per day and 30 hours per week. In addition, an employee becomes eligible for health insurance if they have five consecutive years of employment with the district. Health insurance benefit goes into effect on the first of the month following the 1st day of employment.

When a classified employee resigns before completing the contract, the health insurance benefit ends at the end of the month of termination.

SECTION 125 PLAN

This plan allows employees to reduce his/her salary for the purpose of purchasing benefits without payment of tax on these items. An eligible employee is an employee who is scheduled to work at least 3 hours per day with a 10, 11, or 12 month contract. The plan administrator for Perry USD #343 is OFG Financial. The following are voluntary plans available for qualified district employees.

1. Disability Income Insurance
2. Cancer Insurance
3. Voluntary Term Life Insurance
4. Security Flex 125 Plan – Dependent Care Services and/or Medical Reimbursements
5. Vision
6. Individual Accident Insurance
7. Heart Stroke Insurance

NEPOTISM

The Board of Education will not employ full-time school employees from public funds (federal, state or local) if such employee is the father, mother, brother, sister, wife, son, husband, daughter, son-in-law, daughter-in-law, of the Superintendent, or any member of the school board. Other central office professional staff members or building administrators shall not be involved in the evaluation of any employee who falls under these stated family guidelines. This provision shall not apply to any person, within such relationship or relationships, who has been regularly employed by the school board prior to the adoption of this policy.

SUPERVISION

The Superintendent or designated representative has a responsibility to supervise all classified employees not directly under the supervision of a building principal. A building principal has the responsibility to supervise all classified employees who are assigned to the building.

E-MAIL AND OTHER COMMUNICATION SYSTEMS

Employees shall have no expectation of privacy when using district e-mail or other official communication systems. E-mail messages shall be used only to conduct approved and official district business. 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.

Employees shall agree not to use personal or district-owned communication devices while driving a district vehicle. Employees may use them if the use is required to deal with an emergency. The district vehicle shall not be moving when emergency use of a communications device is required. Failure to follow these rules shall be grounds for employee discipline, up to and including termination.

EVALUATION

The evaluation policy, together with the district's evaluation form, will be distributed to employees at the beginning of each school year, and will serve as the official means of informing all employees of the evaluation program of the district. The purpose of evaluation is:

1. To improve the overall environment of the school district.
2. To provide structured and informal opportunities for the evaluator and evaluatee to objectively consider and evaluate their effectiveness and their contribution to the total school program. It is the belief of the Board of Education and administration that these evaluations provide the best opportunity for an employee to learn his or her strengths and possible weaknesses and to improve in effectiveness.
3. To assist the classified employee in developing specific goals for implementing his or her contractual assignments.
4. To give an opportunity for administrators to plan programs of training for all employees to identify areas in which employees need individual assistance and support.
5. To encourage employees to constantly self-evaluate their effectiveness in accordance with the district objectives and standards as outlined in the evaluation criteria.
6. To provide an objective measure by which the evaluator may make recommendations to his superior.
7. To build community confidence in the quality of the school staff.

Evaluation is a continuous cooperative process wherein the evaluatees and evaluators share the responsibility to focus upon performance areas needing improvement, to work together to achieve the best results, and to assess these results. Evaluation should involve more than mere inspection and rating; it should involve work planning and review.

All classified employees shall be evaluated twice their first year of employment, with their first evaluation coming during their first 30 days of employment. All returning classified staff shall be evaluated at least once per year.

Classified employees shall be evaluated by the principal of the building to which they are assigned. District-level classified employees shall be evaluated by the Superintendent or designee.

Each evaluator will discuss job objectives and procedures with the employee by September 15.

In addition to the formalized evaluation procedures it is the policy of this district that frequent conferences of a more informal nature will take place concerning improving the quality of employee performance. These conferences may result from a variety of circumstances.

Concerns may be expressed by the employee about any problem area or areas in which the employee feels a need for assistance.

Self-evaluation is an integral and important part of the total evaluation program. Prior to formal evaluation conferences, employees are to thoughtfully and carefully evaluate themselves on the district's adopted evaluation criteria. This self-evaluation is to serve as a portion of the basis for the formal evaluation conference. However, it is not to be turned into the evaluator and does not become a part of the employee's file.

Written evaluations must be signed by the evaluator and by the evaluatee acknowledging that a conference was held and that the evaluatee is aware of the contents of the evaluation report and it has been discussed with the evaluatee.

If the employee feels that the evaluation is not in agreement with his or her own views, the employee may at any time not later than two (2) weeks after such presentation respond thereto in writing. Where further deemed necessary, the employee may request a review of the evaluation and the performances of the employee in order that objectivity and fairness to all parties is achieved.

Signed copies of all evaluations shall be filed in the evaluator's office and in the district office, and kept on file for a period of three years. A signed copy is also to be given to the employee concerned.

The employee's file in the evaluator's office and in the Superintendent's office shall be open to the inspection of the employee concerned at all times except for credentials and related papers from placement bureaus which by their own regulations are labeled as confidential.

Whenever any evaluation is made of an employee, the written document thereof shall be presented to the employee, and the employee shall acknowledge such presentation by his signature thereon.

At any time not later than two (2) weeks after such presentation, the employee may respond thereto in writing. Except by order of a court of competent jurisdiction, evaluation documents and responses thereto shall be available only to the evaluated employee, the board, and administrative staff making the same, the state board of education as provided in K.S.A. 71-7515, the board and the administrative staff of any school to which such employee applies for employment, and other persons specified by the employee in writing to the board.

Principals of each building in the district will be responsible for evaluating the custodians, secretaries and aides.

The Director of Transportation will evaluate the transportation staff. The Superintendent of Schools will evaluate the food service coordinator. The food service coordinator will evaluate the food service personnel.

All classified evaluations should be completed by April 1st and the conference should be completed by May 1st. A copy of all classified evaluations should be on file in the district office.

GIFTS TO STAFF MEMBERS

Staff members are prohibited from receiving gifts from vendors, salesmen or other such representatives where the intent of the gift, either expressed or implied, is to influence the employee or cause the employee to represent the vendor, salesman or other such representative in a favorable light to the employee's immediate supervisor, Superintendent of Schools or the Board of Education.

TRAVEL EXPENSES

The Board of Education will provide reimbursement for expenses incurred in travel related to the performance of professional employees and approved in advance by the Superintendent.

Travel between buildings, or in the district, in the exercise of official assignments, will be reimbursed at the state maximum rate.

MEAL REIMBURSEMENT

The district allows a maximum of \$10 per meal (3 meals per day) when an employee is attending a workshop or conference and the meal is not included in the fee. Any staff member that would like reimbursed will need to submit an itemized receipt showing the amount paid for the meal with a reimbursement request form (located on the district share drive) attached showing the workshop/conference attended and the line item number that the reimbursement is to come from.

One day workshop reimbursements will be paid in staff member's regular payroll check as a supplemental pay. Multiple day conferences staff members can request meal money in advance or be paid at the end of the month and available after the following month Board of Education meeting.

GRIEVANCES

The Board of Education provides a procedure whereby each employee shall have the opportunity to have his/her complaints and grievances timely and fairly considered and resolved. Those procedures are as follows:

A. Purpose

The purpose of this procedure is to provide for the orderly expeditions adjustment of grievances of individual employees of Unified School District #343, Jefferson County, Kansas, at the lowest level.

B. Definitions

1. Grievance shall mean any alleged violation of the terms and conditions of an employee's contract of employment.
2. "Grievant" means an employee of the Unified School District #343, Jefferson County, Kansas having a grievance.
3. Words denoting gender shall include both masculine and feminine, and words denoting number shall include both singular and plural.

C. Procedures

In general the adjustment of a grievance shall be accomplished as rapidly as is possible. To that end, the number of days within each step is prescribed to be accomplished shall be considered as maximum and every effort shall be made to expedite the process. Under unusual circumstances, the time limit prescribed in this statement may be extended or reduced by mutual consent of the grievant and the person or persons by whom his grievance is being considered.

D. Supplemental Conditions

1. All individuals involved, and all others who might possibly contribute to the acceptable adjustment of a grievance, are authorized and urged to testify with full assurance that no reprisal will follow by reason of such participation.
2. Upon the final determination of the grievance, the documents, communications and records relating thereto, excepting a record of the grievance and final adjustment thereof, and excepting records required by law to be kept and maintained, shall be destroyed.

3. At each step of the procedure for adjusting grievances after the initial private conference(s) with his/her immediate administrative superior, the grievant shall be entitled to be accompanied by others who might contribute to the acceptable adjustment of the grievance and/or to be represented by legal counsel.
4. All grievance hearings shall be confidential.
5. All discussions and hearings shall be conducted at times other than when school is in session.
6. Excluded from the grievance procedure shall be matters for which law mandates another method of review.
7. Only the employee affected may file a grievance or an appeal from levels one (1) and two (2).
8. The filing of a grievance at all levels beyond the informal conference in Level 1 shall be in writing and shall be reasonably specific as to the nature of the complaint. The grievant should, to the extent possible, describe the place of the event or act and the names and addresses of any witnesses thereto.

Level 1 A grievant shall first take up his/her grievance with his/her immediate administrative superior in private, informal conference(s) within 15 school days after the occurrence of the event upon which a grievance is based or after the grievant becomes aware of such event. If the employee is dissatisfied with the outcome of the initial private conference(s), he/she may request a formal conference with his/her immediate supervisor. Every effort should be made to develop an understanding of the facts and the issues in order to create a climate which will lead to a solution. The formal conference shall occur within 10 school days of the last informal conference.

Level 2 In the event that the aggrieved person is not satisfied with the disposition of his/her grievance at Level 1, or in the event that no decision is reached within 10 school days after a formal conference, he/she may appeal the matter in writing to the Superintendent of schools.

If the grievant appeals the grievance to the Superintendent, the Superintendent, or his designated representative, shall confer with the grievance in an effort to arrive at a satisfactory solution within 10 school days after the appeal has been received by the Superintendent.

If the grievant does not appeal the grievance to the Superintendent within 30 school days after the formal conference at Level 1, the appeal of the grievance shall automatically be waived.

Level 3 If the grievance is not adjusted to the satisfaction of the grievant or if no decision is made thereon within 20 school days after the date the grievance was filed with the Superintendent or his designated representative under Level 2, then the grievant may appeal the grievance to the Board of Education for the purpose of final adjustment of the grievance by submitting a written request to the clerk of the board within 10 school days after the Superintendent or his designated representative has rendered a decision on alleged event or act giving rise to the grievance including time, date, and after the expiration of said 20 days.

The Board of Education shall, within 30 school days after receipt of the written request, meet and confer with the grievant and render a decision to be submitted to the grievant in writing which will be the final disposition of the grievance. As an alternative, the Board of Education, upon receipt of a complaint or grievance, may assign a hearing officer to hear such complaint or grievance and make findings and recommendations to the Board. Such findings and recommendations shall be made to the Board within 10 school days after the complaint or grievance has been assigned to the hearing officer. The Board shall rule upon such

complaint or grievance within 30 school days after receipt of the findings and recommendations of the hearing officer.

RELIGIOUS LEAVE

Requests for religious leave without pay must be made to the Superintendent at least five (5) school days prior to the first day of such requested leave. Such leave may be granted by the Superintendent, but such leave shall not exceed two (2) school days per employee per school year. Such requests for religious leave shall be in writing and shall fully explain the time and date of such leave and the reasons therefore.

LEAVE OF ABSENCE

Classified employees may be granted leaves of absences.

EMERGENCY AND LEGAL

Classified employees may be granted emergency and legal leave.

JURY DUTY

Classified employees are granted leave when summoned for jury duty. A copy of the jury summons is to be submitted to the board clerk when it is received. A leave request is to be done in the META system when time is missed due to jury duty. Any pay the employee receives for serving on a jury is payable to the district with the exception of toll fees and mileage pay. Classified employees will be paid for their time missed from work at their normal rate of pay.

MILITARY LEAVE (Also GBRID)

Any employee, upon written request to the Superintendent, shall be granted leave to cover the length of his required service, as defined below, in the military forces of the United States. Each request for military leave shall be accompanied by a copy of the appropriate military orders. On the date of release from service, the employee shall notify the Superintendent of his availability and possible date of return to employment.

Service veterans returning to active duty have a four-year duty period which may be extended to five years at the option of the military service. Such employees have a 90-day period following release to report for reemployment with the district. This type of military leave shall be without pay.

Employees who are guardsmen or reservists taking initial active duty training will have 31 days after release to report for reemployment with the district. This type of military leave shall be without pay.

Guardsmen or reservists taking annual training, special school or special duty will report for reemployment with the district immediately following release plus any necessary travel time. This type of military leave may be with pay subject to board approval.

Failure to return within the time period allowed without notice to the Superintendent shall result in cancellation of the military leave, and the employee shall receive no credited service in the district for the time served on military leave. Continued absence may result in termination of employment.

Military leave shall be limited to the length of service required by the induction of the draftee or the orders to active duty of enlisted reserves or members of the National Guard plus the applicable time period following release. Military leave for guardsmen or reservists who are ordered to active duty shall be limited to the date when the officer can by his own actions terminate such active duty or the date of his orders to inactive status, whichever may occur first.

An employee on military leave, if he makes application to the Superintendent within the applicable time period after the effective date of his release from active duty, shall be returned to a position comparable to the position held at the time the leave was granted. The employee's salary and benefit status upon return from military leave shall be the same as it would have been if leave had not been taken. The district shall have a 10-day grace period to make arrangements for reemployment of the employee, and the Superintendent shall make every effort consistent with law and the wishes of the employee to minimize any possible adverse effect of employment changes on the educational program.

In the event the requested military leave causes an educational disservice to the education of the boys and girls of the district, the Superintendent shall notify the commanding officer who signed the orders, requesting an adjustment in the orders. If the Superintendent is not satisfied with the response, he shall seek further assistance by calling 1-800-336-4590 to request a consultation with an officer in the National Committee of Employer Support of the Guard and Reserve, Office of the Secretary of Defense, 1735 North Lynn Street, Arlington, VA 22209.

ATTENDANCE AND LATENESS

USD #343 expects each employee to report to work on time and to continue to work until the end of the workday. An unsatisfactory attendance report, frequent lateness, and long lunch breaks may be cause for probation. Should these unsatisfactory conditions continue, your attendance record could be reason for dismissal.

UNAVOIDABLE LATENESS

If you must be late for work, or need extra time for lunch, please clear this matter with your supervisor. Lateness sometimes cannot be avoided. Please report directly to your supervisor to explain when you arrive late. If your supervisor is not available, report to the building principal.

ARRANGEMENT FOR ABSENCES

1. The custodians should notify their assigned building principal. The principal will call the custodial substitute, if needed. Food Service employees should notify the food service coordinator who will call the food service substitute. The drivers should call the Transportation Director and notify him as to who they have arranged with to substitute. This should be done as soon as he/she knows that they will be gone.
2. Leave requests are to be made through META as soon as the employee knows they will be gone or within 24 hours of their return in the event of illness or emergency leave. All vacation and discretionary leave requests are to be entered at least 24 hours in advance.

LEAVE POLICIES - Family and Medical Leave Act

USD 343 Family and Medical Leave Plan (re: USD 343 Policy GARI)

Family and medical leave as required by federal law shall be granted for a period of not more than 12 weeks during a 12-month period. For the purposes of this policy, a 12 month period is defined as beginning the first date the employee takes leave. Example: the employee's leave begins on November 2, 2015. The twelve month period would be November 2, 2015 to November 1, 2016. Spouses employed by the district may only take an aggregate of 12 weeks of leave for a birth or adoption of a child or to care for a child with a serious health condition.

Leave is available because of (1) the birth of a son or daughter of the employee and to care for the son or daughter; (2) the placement of a son or daughter with the employee for adoption or foster care; (3) the need to care for a spouse, son, daughter or parent of the employee because of a serious health condition; or (4) 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 designated as 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 the leave. Any employee portion of the cost shall be paid by the employee to the clerk of the board on the payroll date or other time as the employee and Superintendent may agree. 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 practical.

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

- A. The reasons that leave will count as family and medical leave.
- B. Any requirements for medical certification.
- C. Employer requirement of substituting paid leave.
- D. Requirements for premium payments for health benefits and employee responsibility for repayment if employer pays employee share.
- E. Right to be restored to same or equivalent job.
- F. Any employer required fitness-for-duty certifications.

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 a semester if the leave begins more than five (5) weeks before the end of a semester, lasts more than three (3) weeks and the return would occur during the last three 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 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.

Approved: 12/8/03

PAID LEAVE

SICK LEAVE - The building secretaries, para professionals, bus drivers and food service employees will receive 7 days of sick leave each contract year. Each 12 month employee will receive 8 days of sick leave per contract year. Sick leave for all groups is accumulative to 60 days. Employees reaching the maximum accumulation will also receive their allotted sick leave days at the beginning of the contract period each year to be used before accumulated leave. Unused sick leave days above the accumulated maximum will not be carried over to the coming contract year. Sick leave may be used for personal illness or disability of the employee or that of his/her minor children, including children for which the employee is legally responsible, spouse, and parents of the employee. After an employee accumulates 10 days of sick leave, the unused sick leave for a given year may be reimbursed or added to accumulated sick leave as directed by the employee. Days that are reimbursable are those days that you received for the current school year and have not used, not those accumulated in prior years. Accumulated sick leave is only eligible for reimbursement at retirement and at a different rate. KPERS and the employee's share of Social Security will be paid by the employee. If sick leave days are reimbursed, these sick days will not be added to accumulated sick leave. Employees paid for unaccrued time that resigns, retires, or is terminated before completing the school year will have their final paycheck adjusted to pay back the unaccrued leave time. Any employee who resigns or is dismissed by the board will not be compensated for any accumulated sick leave.

DISCRETIONARY LEAVE - Secretaries shall be granted 6 discretionary days per contract year. Para-professionals, bus drivers and food service employees shall be granted 5 discretionary days per contract year. Twelve month employees shall be granted 7 discretionary days per contract year. If not used, these days will be added to accumulated sick leave. Written request of discretionary leave must be given to the employee's immediate supervisor 24 hours prior to the date taken. Discretionary leave for an emergency leave will be considered. Unused discretionary leave may be reimbursed according to the classified schedule included in sick leave. KPERS and the employee's share of Social Security will be paid by the employee. If discretionary days are reimbursed (end of year buy back), discretionary days will not accumulate as sick leave. Employees paid for unaccrued time that resigns, retires, or is terminated before completing the school year will have their final paycheck adjusted to pay back the unaccrued leave time. Any employee who resigns or is dismissed by the board will not be compensated for any accumulated discretionary leave.

MATERNITY LEAVE - Disabilities caused or contributed to by pregnancy shall be considered temporary disabilities (like sick leave) and shall be subject to provisions of the sick leave article. The date at which leave begins and ends shall be determined by the employee and her physician. Once the disability is determined, it shall be communicated to the Superintendent. The employee may continue in her position until, in the opinion of her physician, continued professional activity could endanger her health. In the event of miscarriage prior to the start of maternity leave, sick leave shall apply. The employee may extend the leave for a period not to exceed the duration of her continuing contract. Any accumulated leave days may be used for maternity leave, providing the woman's physician furnished the Board with a written request for such leave. The Board of Education's policy GBRA-R

regarding physical examination is still in force. Maternity leave is also covered under the district's FMLA leave policy. As soon as an employee is aware of their pregnancy, they need to notify the Board Clerk of this and complete the appropriate FMLA papers.

BEREAVEMENT – Each Employee shall be allowed three paid non-cumulative bereavement days per year for the death of an immediate family member at their daily rate. Immediate family shall be defined as: spouse/partner, children/dependents, siblings, parents, parents-in-law, grandparents and grandchildren. Employees desiring bereavement shall notify their immediate supervisor as soon as possible. In addition to bereavement leave, an employee may, with their supervisor's approval, use any available leave for additional time off as necessary. Employees may be required to provide documentation with regard to their bereavement leave.

VACATIONS - Employees on 12 month contracts will receive vacation days each contract year as follows:

0 – 5 years of 12 month service	2 weeks
6 – 15 years of 12 month service	3 weeks
16+ years of 12 month service	4 weeks

Vacation schedules for classified personnel will be coordinated with the Superintendent. If the vacation dates cannot be agreed to by the people involved, the final determination shall be based on the district's needs. Vacation days may be taken at any time during the fiscal year as long as it does not create a hardship for the district. Any employee who resigns or is dismissed by the board will not be compensated for any accumulated vacation. Vacation allotments and accumulation listed on employee contracts will take precedence over information provided here.

VACATION LEAVE – (12-month employees only). All USD 343 12-month employees must use five days of vacation leave per year. These five days are considered a "use it or lose it" item. The remaining unused vacation days can be added to the employee's accumulated vacation leave or bought back at the end of the year at the employee's daily pay rate. Any employee who resigns or is dismissed by the district will not be compensated for any accumulated vacation leave.

LEAVE WITHOUT PAY

After using all available leave, an employee may request leave without pay. The request should be submitted to their immediate supervisor for initial approval. The immediate supervisor will determine the effect of the request on the day-to-day operations, of the employee's previous record of absence, the reason for the requested absence and other factors they believe pertinent to the request. If they approve the request, it will be forward to the Superintendent for final approval. All requests for unpaid leave must be submitted for approval prior to the absence when at all possible. Any leave that exceeds fifteen (15) days in a school year shall be reported to the Board. Upon return from leave without pay, there will be no guarantee of the same job or rate of pay.

For any absences taken when there is no leave available, the employee will have the hours missed deducted from their pay at the employee's current daily hourly rate.

Unused sick and discretionary leave may be accumulated to a maximum of 60 days. The annual credit of sick, discretionary and vacation days will be first applied to employee absences. The maximum number of combined days available in any fiscal year for non-12month employees is 73 days.

Excessive absences or tardiness, unauthorized leave or unexcused absences may result in disciplinary action including termination of employment.

SCHOOL CLOSINGS

On days when school is cancelled, due most often to inclement weather, classified employees will be paid, up to 5 days per school year. Essential classified staff (maintenance and custodial) who work during snow days will be paid overtime for hours worked beyond 40 hours.

ACCUMULATED LEAVE

Sick leave for all groups is accumulative to 60 days. Unused sick leave days above the accumulated maximum will not be carried over to the coming contract year. Sick leave may be used for personal illness or disability of the employee or that of his/her minor children, including children for which the employee is legally responsible, spouse, and parents of the employee. After an employee accumulates 10 days of sick leave, the unused sick leave for a given year may be reimbursed or added to accumulated sick leave as directed by the employee. Days that are

reimbursable are those days that you received for the current school year and have not used, not those accumulated in prior years. Accumulated sick leave is only eligible for reimbursement at retirement and at a different rate. KPERS and the employee's share of Social Security will be paid by the employee. If sick leave days are reimbursed, these sick days will not be added to accumulated sick leave.

LEAVE REIMBURSEMENT

Level	Hours	Amount
1	2080-1770	\$55 per day
2	1769-1452	\$45 per day
3	1451-1134	\$36 per day
4	1133-816	\$28 per day
5	815-498	\$16 per day
6	497-180	\$ 9 per day

All part-time employees are included in the sick leave policy based upon their contracted work day.

Effective 11/11/2013: All sick, discretionary and vacation leave may be taken in 15 minute increments. Discretionary leave will still require a request 24 hours in advance.

All sick, discretionary and vacation leave remaining at the end of the school year will be rounded to the nearest 30 minute increment. All sick, discretionary and vacation leave to be reimbursed will be rounded to the nearest 30 minute increment.

This change in our leave policy is made possible by the addition of leave to the META time and attendance system. All leave taken must be submitted via the META system in order for this new policy to work.

PAID HOLIDAYS

Paid holiday leave may be granted to classified employees.

The following rule applies only to 12-month employees: In addition to the allotted vacation during the summer, the following additional time from school duties will be granted: Labor Day; Thanksgiving Day and the day following Thanksgiving Day; Christmas vacation from the close of the work day on the last day of school to regular hours on the first work day following, with the understanding that a custodian from each building checks the building, including the heating system, once per day; New Year's Day; afternoon of Good Friday; Memorial Day; and Fourth of July.

Secretaries will receive pay for 5 holidays: Labor Day; Thanksgiving Day; Christmas Day; New Year's Day; and Memorial Day. All other employees will receive pay for 4 holidays: Labor Day; Thanksgiving Day; Christmas Day; and New Year's Day.

RESIGNATIONS

Classified employees may resign from their jobs in accordance with the employment contract and/or the rules of the board. Classified employees choosing to resign their positions may not use more than 10 days of accrued leave at the end of their employment. All remaining accrued leave will be forfeited upon resignation.

RETIREMENT (As of July 1st, 2018)

Beginning in 2018-19, employees who have been employed with the school district for ten (10) years and eligible to retire from KPERS by June 30, 2024, will have the option to grandfather into the previous retirement plan. Teachers within this window will be required to notify the district of their retirement plan preference by **December 31, 2018**. (Contributions by individuals and the district would start with the January 20th, 2019 payroll.)

Grandfathering Options

If the employee is currently at eighty-five (85) KPERS points and sixty (60) years of age or more, the employee is not eligible to grandfather into the 403(b) plan. This employee would remain eligible for the previously negotiated

agreement regarding retirement.

If the employee has seventy-three (73) KPERS points or higher as of August 1, 2018 and is between the age of forty-eight (48) and sixty (60), the employee is eligible to accept a 6:1 match from the district for a period of four (4) years. After the fourth (4th) year, the employee would be eligible for a 1:1 match until the age of sixty-five (65), the employee is KPERS retired, or is no longer employed by the district.

USD #343 403(b) Retirement

Weighted matching rates/ratios will be used for employees who are more than five (5) years from retirement. Rates will be adjusted by the number of years remaining to reach eighty-five (85) KPERS points. The weighted ratio will return to a 1:1 match once an employee reaches the eighty-five (85) KPERS points. The district's matching benefit will end once the employee reaches **65 years of age**, the employee is KPERS retired, or is no longer employed by the district.

Ratios to be used: (Calculated by years needed to reach eighty-five (85) KPERS points. "Half years", (.5) years remain will round up to the next whole year. Weighting is calculated by taking the amount the employee contributes. Minimum of \$20 per month and a maximum of \$20, \$30, \$40, or \$50 per month (depending upon the employees contract length. (Part-time Bus driver, 9 month employee, 10 month employee, or 12 month employee.) times (x) the weighting. Example – The employee contributes \$40 per month at a 6:1 weighting. The amount contributed by the district would be \$360. $\$40 \times 6 = \360 .

6 Years – 6:1 match.

7 Years – 5:1 match.

8 Years – 4:1 match.

9 Years – 3.5:1 match.

10 Years – 3:1 match.

11 Years – 2.5:1 match.

12 Years – 2.25:1 match.

13 Years – 2:1 match.

14 Years – 1.75:1 match.

15 Years – 1.5:1 match.

16 Years – 1.5:1 match.

17 Years – 1.5:1 match.

18 Years – 1.25:1 match.

19 Years – 1.25:1 match.

20 Years – 1.25:1 match.

21 Years and Beyond = 1:1 match.

Retirement Benefits

USD #343 will provide a matching retirement benefit in a 403(b) account with the following stipulations:

1. The minimum contribution for an employee would be \$20 per month.
2. The matching benefit from the district for a teacher who has been a teacher in the USD #343 district for 10 years or more will be no more than \$50 per month (i.e. if a teacher puts \$40 into their retirement, the district would contribute \$40, or if the employee contributes \$100, the district would contribute \$50.)
3. The district's matching benefit will end once the employee reaches 65 years of age, the employee is KPERS retired, or is no longer employed by the district.
4. An employee becomes fully vested with the district once they teach or have taught in the district for 10 years;
5. An employee begins to be vested with the district once they begin their 6th year of employment.
6. The following vesting schedule will be used:
 - a. If an employee leaves the school district prior to 6 years of employment, they will not receive the district-matching funds, which they acquired. They will have full access to the portion of funds they have contributed.
 - b. If an employee leaves the school district after 6 years of employment, they will receive 20% of the district-matching funds, which they acquired.
 - c. If an employee leaves the school district after 7 years of employment, they will receive 40% of the district-matching funds, which they acquired.
 - d. If an employee leaves the school district after 8 years of employment, they will receive 60% of the district-matching funds, which they acquired.
 - e. If an employee leaves the school district after 9 years of employment, they will receive 80% of the district-matching funds, which they acquired.
 - f. If an employee leaves the school district after 10 years or more of employment, they will receive 100% of the district matching funds, which they acquired.

Retiree Health Insurance

Retiring employees will have the opportunity to stay in the district's health insurance plan until the age of 65, provided the retiring employee pays their own insurance. The retiring employee must have been participating in the district's group health insurance plan for the two consecutive school years prior to the date of retirement.

Reimbursement of Leave

Upon retiring (as retirement is defined by the Kansas Public Employment System according to the tier level of the employee), from the district with 20 years of service in the district, the classified employee will be reimbursed for all accumulated sick leave. Upon retiring from the district with 15 years of service in the district, the classified employee will be reimbursed for 75% of accumulated sick leave. Upon retiring from the district with 10 years of service in the district, the classified employee will be reimbursed for 50% of accumulated sick leave. Rate of pay would be the daily contract rate at the time of separation or the last five years' average daily rate, whichever is greater. Reimbursement will be made within 60 days of separation from the district. All the years of service counted must be years of service at schools in the USD 343 school district.

According to current policy, reimbursement of sick leave is based upon daily work experience and not on supplemental contract experience. The daily contract rate that is mentioned in the reimbursement of sick leave policy has and will continue to be interpreted as the daily work rate.

***The following items are the early retirement items from the agreement prior to July 1st, 2018.**

CLASSIFIED STAFF EARLY RETIREMENT

Employees of the school district who may find it necessary and desirable to retire from employment with the district prior to normal retirement age 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 an eligible employee.

Eligibility

An employee is eligible for early retirement if such employee:

1. Is currently a full-time classified employee of the school district. A full-time employee is defined as a person that works a school term or longer for a period of at least four hours a day.
2. Has at least 15 years or more full-time working experience in USD #343.
3. Provides proof of retirement according to KPERS rules and regulations.

Application

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

1. A statement of the applicant's desire to take early retirement
2. The anticipated date of retirement
3. The applicant's birth date and age on the date of retirement
4. The current mailing address and telephone number of the applicant
5. The number of years the applicant has been employed by the school district
6. The total number of years of work experience in USD #343
7. Applicant's current salary
8. Verification from KPERS of retirement election

Following final action on any application for early retirement, the Superintendent or his/her designee shall notify the applicant, in writing, the date and the amount of annual early retirement benefits to be paid.

Benefits

An eligible employee who takes early retirement is entitled to receive annually benefits from the school district according to the following schedule:

Twelve-month eight hour full-time employees	\$1,200 per year
Ten month eight hour full-time employees and twelve month less than eight hour full-time employees	\$ 900 per year
Nine month eight hour full-time employees	\$ 600 per year

Nine month less than eight hour full-time employees and
working at least four hours per day

\$ 300 per year

The annual payment will be made for a period of six (6) years or until the retired worker reaches age 65, whichever may first occur. All benefits shall terminate at the death of the retired employee or at age 65. At the election of the worker, the start of benefits may be delayed for up to two years. The maximum benefits will not be increased. The annual early retirement benefit will be paid into a 403(b) account established for the retiree (per the Negotiated Agreement as amended 8/11/08).

Retired classified staff members who are rehired by the district will not be eligible to receive this payment for as long as they are employed by the district. This limitation does not apply to retirees employed as substitutes.

Health Insurance Continuation

Retiring workers shall receive the same payment for the district's group health insurance plan as is provided to all current employees. The retiring worker must have been participating in the district's group health insurance plan for the two consecutive school years prior to the date of retirement. Beginning July 1, 2012 (starting with the 2012-13 contract) board payment for health insurance will be made for five (5) years or until the retired staff member reaches age 65, whichever occurs first.

EARLY RETIREMENT INCENTIVE BONUS

A classified staff member who is contracted for 20 hours or more per week requesting release from contract by January 15 of the current school year, for the purpose of retirement from the district and from KPERS for the ensuing school year, shall receive a \$1,000 early retirement payment with their June payment. A classified staff member working less than 20 hours per week shall receive a \$500 early retirement payment with their June payment. Request for release from contract shall be made in writing

Reimbursement of Leave

Upon retiring (as retirement is defined by the Kansas Public Employment System according to the tier level of the employee), from the district with 20 years of service in the district, the classified employee will be reimbursed for all accumulated sick leave. Upon retiring from the district with 15 years of service in the district, the classified employee will be reimbursed for 75% of accumulated sick leave. Upon retiring from the district with 10 years of service in the district, the classified employee will be reimbursed for 50% of accumulated sick leave. Rate of pay would be the daily contract rate at the time of separation or the last five years' average daily rate, whichever is greater. Reimbursement will be made within 60 days of separation from the district. All the years of service counted must be years of service at schools in the USD 343 school district.

According to current policy, reimbursement of sick leave is based upon daily work experience and not on supplemental contract experience. The daily contract rate that is mentioned in the reimbursement of sick leave policy has and will continue to be interpreted as the daily work rate.

HEALTH INSURANCE

The Board of Education will purchase a single membership for all eligible classified employees. In addition, the Board of Education determines which classified employees are eligible. If you are an employee that works just during the actual school year, you must average 6 hours per day and 30 hours per week. In addition, an employee becomes eligible for health insurance if they have five consecutive years of employment with the district.

WORKING CONDITIONS

The Board of Education will make every effort to establish and maintain the best possible working conditions.

TIME SCHEDULES

Time schedules for classified employees will be assigned at the beginning of the employment term by the Superintendent or designated representative. Any deviation from the assigned time schedule must be cleared in advance with the employee's immediate supervisor.

OVERTIME

Overtime is not encouraged. If there is a situation that requires overtime, all employees must complete a request for overtime form. This form requires approval from the employee's immediate supervisor and the Superintendent of schools and/or his designee. Pay for actual time worked over 40 hours per week shall be accumulated as compensatory time at one and one-half (1 ½) per overtime hour worked. In order to qualify as overtime, the employee must have

physically worked 40 hours in the week. Any sick, discretionary, vacation, compensatory time, paid holidays, etc., are not considered hours worked per the Fair Labor Standards Act. Compensatory time as the compensation method shall be mutually agreed upon by the employee and USD 343 prior to the work being performed.

No overtime shall be worked without prior approval of the immediate supervisor and the Superintendent of schools and/or his designee. Employees that work overtime or additional hours without prior approval will be paid for the work, but may be subject to disciplinary action.

FLEX TIME

Flex time is not encouraged and should only be incurred after approval by the employee's immediate supervisor. Flex time is time that is earned and used within the regular work week. This should not happen on a regular basis, but sporadically on an as needed basis. Notation should be made on the employee's time card as to the reason for the change in normal hours. All hours worked must be reflected correctly on the employee's weekly time card. Employees who make changes to their work hours without prior approval by their immediate supervisor may be subject to disciplinary action.

WORK LOAD

Work load assignments of classified personnel, i.e., clerical, aides, nurses, maintenance, custodial, food service and transportation, shall be made by the Superintendent or designated representative after careful deliberation and evaluation of personnel positions.

The normal work load for classified personnel shall consist of 40 hours per week for full-time employment.

MEETING / TRAINING PAY

Classified employees who attend meeting/training sessions beyond their contracted work duty day will be paid \$12.50 per hour for their meeting/training attendance. This rate of pay will not apply to the USD #343 All-Staff Orientation, Staff Appreciation Luncheon or day-long or multi-day workshops/conferences, which will be paid at the employee's contracted rate of pay.

Travel time to off-site meeting/training locations not exceeding one hour each way will be paid at \$12.50 per hour if district transportation is used. Travel to off-site meeting/training locations in private vehicles must be pre-approved by the immediate supervisor. Travel in private vehicles to meetings/trainings will be paid at the district mileage rate, but not at the hourly rate.

All off-site meeting/training requiring more than one hour of travel each way will require approval of the Superintendent. Rate of pay for such travel will be at the discretion of the Superintendent.

RELATIONS WITH STUDENTS

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 HARRASSMENT

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

SAFETY SHOE POLICY

Effective July 1, 2019 the district has instituted a slip-resistant shoe policy for all contracted custodial, foodservice and transportation/maintenance employees. We have made every effort to design this policy to be flexible with the ability to meet our employees' needs both on and off the job.

Requirements:

1. All custodial and foodservice employees will be required to wear slip-resistant safety shoes that are in good condition. These shoes may be purchased at the following approved suppliers (list below). Look for "Slip Resistant" stamped on the sole of the shoe. If it's only written on the box, the shoes may be of lesser

quality and not highly effective at preventing slips. Note that the words “Oil Resistant” do NOT mean slip resistant.

- a. Shoes for Crews – available online
 - b. TredSafe – available at most Wal-Mart locations
 - c. TxTraction – available at Famous Footwear locations or online.
 - d. Sketchers Work – available at most shoe stores or online. Must be “work” type.
 - e. Safe-T-Step – available at Payless Shoe Stores
2. The district will provide anti slip snow and ice grips to be worn over shoes to add extra traction during the snow and ice season. All bus/van drivers, maintenance/mechanics, custodial and foodservice employees are required to wear this footwear during the winter months when there is snow and/or ice on the ground.

All employees must be wearing slip-resistant shoes or overshoes at all times when working. Failure to wear slip-resistant shoes or overshoes will disqualify an employee from working

WORK RELATED INJURIES

Procedures to follow in the event of an on-the-job injury to a USD 343 staff member:

IF EMERGENCY MEDICAL CARE IS NEEDED: Call 911 and then call the District Office and notify Jenny Herschell of the injury.

FOR NON-EMERGENCY INJURIES: Make the employee as comfortable as possible and call the District Office to notify Jenny of the injury. The injured employee will be given a packet of information to complete, prior to seeking medical attention. If the employee will be seeking medical care, they should go to PromptCare in Lawrence. **All employees with on-the-job injuries will be subject to a mandatory drug screening.** Prior approval is needed from the District Office before PromptCare will see the employee. If they choose to see their own physician, please notify Jenny Herschell at the District Office.

HORSEPLAY

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

Injuries occurring when an employee is “Under the Influence”

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

INJURIES SUFFERED WHILE TRAVELING TO AND FROM WORK

An injury suffered while going to or coming from work is not an injury arising out of and in the course of employment, unless the employee was engaged in a special errand or mission for the employer.

DRUG FREE WORKPLACE

The Board believes that maintaining a drug free workplace is important in establishing an appropriate learning environment for the students of the district. The unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the district.

Alternative I

As a condition of employment in the district, employees shall abide by the terms of this policy.

Employees shall not unlawfully manufacture, distribute, dispense, possess or use controlled substances in the workplace.

Any employee who is convicted under a criminal drug statute for a violation occurring at the workplace must notify the Superintendent of the conviction within five days after the conviction.

Within 30 days after the notice of conviction is received, the school district will take appropriate action with the employee. Such action may include the initiation of termination proceedings, suspension, placement on probationary status, or other disciplinary action. Alternatively, or in addition to any action short of termination, the employee may be required to participate satisfactorily in an approved drug abuse assistance or rehabilitation program as a condition of continued employment. The employee shall bear the cost of participation in such program.

Each employee in the district shall be given a copy of this policy.

This policy is intended to implement the requirements of the federal regulations promulgated under the Drug Free Workplace Act of 1988, 34 CFR Part 85, Subpart F. It is not intended to supplant or otherwise diminish disciplinary personnel actions which may be taken under existing board policies or the negotiated agreement.

The board believes that maintaining a drug free workplace is important in establishing an appropriate learning environment for the students of the district. The unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the district.

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, P.L. 102-226, 103 St. 1928.

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 district property or at any school activity. Compliance with the terms of this policy is mandatory. Employees who are found violating the terms of this policy will be reported to the appropriate law enforcement officers. Additionally, an employee who violates the terms of this policy shall be subject to the following sanctions:

1. Short term suspension with pay;
2. Short term suspension without pay;
3. Long term suspension without pay;
4. Required participation in a drug and alcohol education, treatment, counseling, or rehabilitation program; and/or,
5. Termination or dismissal from employment.

Prior to applying sanctions under this policy, employees will be afforded all due process rights to which they are entitled under their contracts or the provisions of Kansas law. Nothing in this policy is intended to diminish the right of the district to take any other disciplinary action which is provided for in district policies 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 are on file with the board clerk.

Employees are responsible for contacting the directors of the programs to determine the cost and length of the program, and for enrolling in programs. A copy of this policy and a list of available drug and alcohol counseling programs shall be provided to all employees.

TOBACCO POLICY

Effective July 1, 2011, the use of all tobacco products (cigarettes, cigars, pipes and smokeless tobacco) is prohibited in or on all school district property. The policy applies to everyone working on, working in, using or visiting school district properties. It applies to personal vehicles on school district property and district-owned vehicles.

This policy further prohibits tobacco industry advertising, marketing, and sponsorship on district property, at school functions, and in school publications. In addition, the exhibition of tobacco-oriented gear or paraphernalia by staff and students is prohibited.

Administrative Implemental Procedures:

1. While this policy does not require employees to quit tobacco use, the school district supports and encourages all efforts by employees to quit tobacco use. The district will provide smoking cessation materials to assist employees.
2. Employees who violate this policy will be subject to the following progressive discipline:
 - a. The first violation will result in a verbal reminder to the employee of the policy
 - b. The second violation will result in a written reprimand
 - c. The third violation will result in the employee participating in tobacco use cessation training
 - d. The fourth and subsequent violations will result in a one-day suspension without pay
3. Parents, vendors, and visitors will be informed of the tobacco-free policy through signage, announcements, and letters to homes and vendors. Visitors to school district property will be informed of the policy and asked to leave the premises if they refuse to comply.

Approved: February 14, 2011

Effective: July 1, 2011

Perry-Lecompton classified employees who choose to use tobacco products while at work in USD #343 will be allowed to leave district property, without clocking out, during non-working time (break/lunch) as approved by their supervisor. As a general rule, classified staff breaks should not exceed 10 minutes.

DRIVERS – DRUG TESTING

All drivers who have over 16 passengers must hold a CDL license with a passenger endorsement. They must be certified in the areas of First Aid and CPR. They must also take a driver improvement course. All drivers are drug tested before employment and are in a random testing pool. Drivers must maintain a good driving record.

ASSIGNMENT AND TRANSFER

The Board retains and reserves the right to assign, reassign, or transfer any employee at any time. It is understood that assignment, reassignment and transfer of any employee is not based on seniority or length of service in USD 343.

STAFF PROMOTIONS

All promotions within the staff of U.S.D. #343 will be considered under the same policy as that governs original assignments. The Superintendent of Schools is responsible for recommending a candidate for a vacant position to the Board, which will approve or disapprove the recommendation.

REEMPLOYMENT

The Board of Education shall give no preference to former employees in filling vacancies. Any former USD 343 employees that are rehired will be hired at current beginning wages for the position they are filling.

SUSPENSION

The Superintendent of Schools shall have the authority to suspend any employee with or without pay for a period of time which shall expire at the next regular or special meeting of the board or as otherwise specified by the board or as provided in GBK.

The Superintendent of Schools may suspend any employee with or without pay for any one or more of the following reasons:

1. Alleged violation of board policy, rule or regulation;
2. Upon the filing of a formal complaint against the employee with any civil authority or with the Board of Education charging the employee with the alleged commission of offense involving moral turpitude;
3. Other just cause.

SEPARATION

The following acts by an employee shall be considered to be grounds for termination of the employee's contract of employment:

1. Breach of contract
2. Conviction of any felony or certain misdemeanors
3. Any act or acts which causes or results in any persistent or substantial disruption of the operation of a school building or the school district.
4. Unauthorized conversion of school property for non-school purposes
5. Substantial or persistent violation of Board policies, rules, and regulations
6. Persistent or willful insubordination
7. Incompetence
8. Immoral conduct which results in staff not being able to be effective in their job
9. Physical unfitness

All administrative recommendations for dismissal and non-renewal given to the Board will be accompanied by a detailed documentation justifying any such recommendation.

GUESTS IN THE LUNCHROOM

Any individual (student or adult) who has legitimate school business in any of the district's buildings or with an employee may eat in one of the school lunchrooms by paying the appropriate lunch or breakfast price. Specific invitations to other individuals may be issued by the lunchroom supervisor for special occasions.

STAFF-COMMUNITY RELATIONS

All staff members are encouraged to reside within the boundaries of USD #343 and to take an active part in community affairs insofar as these activities do not infringe upon school time. Prior permission must be obtained from the Superintendent for participation in any community activity which takes place during school time.

NON-SCHOOL EMPLOYMENT

Professional employees shall not be excused during their regularly assigned schedule to engage in outside employment which, by its nature or duration, will impair the effectiveness of their professional service.

CONFLICT OF INTEREST

School district employees are prohibited from engaging in any activity which will detract from the effective performance of their duties. No employee will attempt to sell, or endeavor to influence any student of this school district to buy any product, article, instrument, service, or other such item which would directly or indirectly benefit said. No school employee will enter into a contract with the school district other than a contract for employment unless the contract is awarded on the basis of competitive bidding. Any school district employee shall report alleged violations of the conflict of interest policy to the Superintendent of schools.

PROFESSIONAL ORGANIZATIONS

The Board of Education recognizes the right of its professional staff members to join and take part in professional associations of their own choosing.

Absence from work for the purpose of taking part in activities of professional organizations shall require prior approval of the Superintendent. Therefore, staff members who accept association offices and/or duties which will require their absence from school during working hours or which otherwise will encroach upon the time they normally spend on their regular district assignment are advised to seek approval before accepting such association offices or duties.

POLITICAL ACTIVITIES

The Board of Education believes that it is in the best interest of the school district and the community for staff members to participate in the political process.

Staff members who intend to become candidates for political office should notify the Superintendent within five days of the date on which the declaration of candidacy is filed.

A staff member who becomes a candidate for political office may apply to the Superintendent for a leave of absence, without pay, for the purpose of conducting his/her campaign.

Staff members who are elected or appointed to a political office which the Board of Education in its discretion deems to be a full-time office, may be required to terminate their employment with the school district.

Staff members holding political office which is determined by the Board of Education to be less than full-time in nature must make prior arrangements with the Superintendent for political leave of absence from their school duties when it is necessary to be absent from school to carry out the functions of their office.

Employees who must be absent from school to carry out the duties of a political office must take a leave of absence, without pay, for the duration of their political duties.

Staff members shall not use school time or school property for the purpose of furthering the interests of any political party, the campaign of any political candidate or the advocacy of any political issue.

PUBLIC APPEARANCES

In order that appropriate news coverage may be obtained, the Superintendent should be notified in advance whenever a member of the staff is scheduled to make a public appearance.

STAFF MEETINGS

Staff meetings will be held for the purpose of solving the problems involved in building-level operation and for the implementation of district-wide policies and solutions of district-wide problems. Regular or special meetings will be called by the Superintendent or each building principal as needed. If such meetings extend past the normal work hours of the employee, the time in attendance after normal work hours will be paid at \$12.50 per hour. The all district staff orientation at the beginning of the school year is considered a mandatory meeting for all classified staff. Staff will be paid their contracted hourly rate for the orientation time. Any building staff meetings held after the orientation will be paid at the meeting/training rate of \$12.50 provided the employee is not already working in their position on that day.

CORPORAL PUNISHMENT

Corporal punishment is not permitted according to Board Policy.

PURCHASE ORDER REQUIREMENT

No item is to be purchased in the name of U.S.D. #343 without prior approval and issuance of a purchase order by the Superintendent of Schools.

SOLICITATIONS

All persons seeking to sell, solicit, or display an item relating directly to expenditures of school district funds to any school employee on school premises must first secure permission from the building principal or Superintendent, as the case may be, before any appointment is made. All such appointments thus made may be before any appointment is made. All such appointments thus made may be held either before or after regular school hours. All other solicitations of or by school district employees are prohibited.

NEGOTIATED AGREEMENT

By decision of the Board of Education, policy and procedures listed in the Negotiated Agreement between USD 343 and the Perry Teachers Association apply to the district classified staff, unless specifically listed elsewhere in this document.

UNIFIED SCHOOL DISTRICT NO. 343
Classified Employee Performance Evaluation Form

EMPLOYEE NAME: _____ DATE: _____

Supervisor's Name: _____ 30 day evaluation _____ Annual Evaluation _____

Comments

<p>1. QUALITY OF WORK (accuracy, neatness, thoroughness) Unsatisfactory ____ Below Average ____ Average ____ Above Average ____ Superior ____</p> <p>2. QUANTITY OF WORK (volume, amount, speed) Unsatisfactory ____ Below Average ____ Average ____ Above Average ____ Superior ____</p> <p>3. KNOWLEDGE OF WORK Unsatisfactory ____ Below Average ____ Average ____ Above Average ____ Superior ____</p> <p>4. ADAPTABILITY (adjustment to change, ability to learn) Unsatisfactory ____ Below Average ____ Average ____ Above Average ____ Superior ____</p> <p>5. RELIABILITY (attendance, punctuality) Unsatisfactory ____ Below Average ____ Average ____ Above Average ____ Superior ____</p> <p>6. DEPENDABILITY (follows through tasks without checking) Unsatisfactory ____ Below Average ____ Average ____ Above Average ____ Superior ____</p> <p>7. COOPERATION (working with other employees) Unsatisfactory ____ Below Average ____ Average ____ Above Average ____ Superior ____</p> <p>8. JUDGEMENT (ability to make decisions) Unsatisfactory ____ Below Average ____ Average ____ Above Average ____ Superior ____</p> <p>9. INITIATIVE AND SELF-IMPROVEMENT (motivation and interest in work) Unsatisfactory ____ Below Average ____ Average ____ Above Average ____ Superior ____</p> <p>10. PROFESSIONALISM (confidentiality, courtesy, appearance, public relations) Unsatisfactory ____ Below Average ____ Average ____ Above Average ____ Superior ____</p>	<div style="border: 1px solid black; height: 400px; margin-top: 10px;"></div>
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Employee Strengths:

Area for Improvement:

Supervisor Signature _____ Date _____

Employee Comments:

Employee Signature _____ Date _____

Employee's signature does not indicate that he/she agrees with the evaluation. The employee's signature does verify that an evaluation conference was held and that the employee was apprised of the evaluator's comments.

Employment for next school year (Please check)

Recommended ☐ Recommended with Probation ☐ Not Recommended ☐

REQUEST FOR OVERTIME
META weekly report and Overtime Request should match exactly
Use a new form for each pay period

EMPLOYEE NAME: _____

DATE: _____

EMPLOYEE SIGNATURE: _____

Date work is to be performed:	Amount of Overtime requested:	Reason for Overtime:

APPROVED: Yes ☐ No ☐

Administrative approval: _____ - Date: _____

District office use only:

Date received: _____ **Superintendent Approval:**
