

# CLASSIFIED STAFF HANDBOOK



PRATT USD 382

2022-2023

BOE Approved August 8, 2022

## **USD 382 CLASSIFIED STAFF HANDBOOK**

This handbook should be read by each classified staff member, and will be available to all classified staff members to use for reference.

**This handbook is not an employee contract.** Further, this handbook is not to be considered as either an expressed or implied contract between the school district and the employee. No employee has authority to create an employee contract by modification of this document.

Anytime the superintendent is mentioned in this manual, his/her designee is implied.

As a condition of employment, employees agree to follow rules and regulations that have been adopted by the board.

This handbook may be changed or modified and items added or deleted at any time as recommended by the superintendent and approved by the board.

### **EMPLOYEE-AT-WILL NOTICE**

Employment with Pratt USD 382 can be terminated at will. Nothing in the staff handbook will be interpreted to create either a contract of employment or an implied contract of employment between Pratt USD 382 and any classified employee.

### **USD 382 MISSION STATEMENT**

Pratt USD 382 will provide a relevant, rigorous education built on strong relationships so students graduate with the foundational skills to obtain a college degree, professional certificate, and/or gainful employment.

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Pratt, KS 67124

[www.usd382.com](http://www.usd382.com)

## **INTRODUCTION**

Pratt USD 382 schools have a long history of education excellence in Kansas. We maintain high standards in providing an equitable education for our students.

Pratt USD 382 has a district area of 266.5 miles. We are home to three outstanding schools, Southwest Elementary School, Liberty Middle School, and Pratt High School, plus the Academic Center for Excellence (ACE), which houses our Administration office and preschools. Southwest Elementary serves students K-4. Liberty Middle School serves students in grades 5-8. Pratt High School, a 4A school, is open to students in grades 9-12. The district offers a preschool program and cooperates with South Central Kansas Special Education Cooperative (SCKSEC) and Head Start to offer additional pre-school programs, all located in our ACE building. We also cooperate with another agency to provide adult diploma completion programs. Our Parents As Teachers program serves families with babies from birth through age three and our Gifted and Talented Education (GATE) program serves gifted students in the district. USD 382 is a member of the SCKSEC and the Educational Services and Staff Development Association of Central Kansas (ESSDACK).

## **EQUAL OPPORTUNITY EMPLOYER**

USD 382 is an equal opportunity employer and will not discriminate in its employment practices and policies with respect to hiring, compensation, terms, conditions, or privileges of employment due to an individual's race, color, religion, sex, age, disability, or national origin.

Inquiries regarding compliance may be directed to the Pratt USD 382 Superintendent, 401 S. Hamilton, Pratt, KS 67124, 620-672-4500, or to:

Equal Employment Opportunity Commission  
400 State Ave., 9<sup>th</sup> Floor  
Kansas City, KS 66101  
(913) 551-5655

Kansas Human Rights Commission  
900 SW Jackson, 8<sup>th</sup> Floor  
Topeka, KS 66603  
(785) 296-3206

## DEFINITIONS

**Classified Staff** are employees performing jobs not requiring a Kansas teaching certificate.

All classified staff are employed in one of the following positions:

- Nurse
- Clerical/Secretarial
- Paraprofessional/Building Aide
- Playground Supervisor
- Accompanist
- Crossing Guard
- Maintenance
- Custodial
- Bus Driver
- Food Service Worker

### **Employment Classifications:**

**Full-Time:** A full-time classified position is at least eight (8) hours a day, forty (40) hours a week, fifty-two (52) weeks per year, two-thousand eighty (2,080) hours a year. Benefits and leaves are on pages 3-8 of this handbook, and Appendix C lists the paid holiday schedule.

**Part-Time:** A part-time classified employee works less than two thousand eighty (2,080) hours a year:

**Class I:** More than 630 hours per year:

- o A minimum of 3.5 hours per day during the school year (180 days) OR
- o A minimum of 2.5 hours per day all year.

**Class II:** Less than 630 hours per year:

- o Less than 3.5 hours per day during the school year (180 days), OR
- o Less than 2.5 hours per day all year.

Class II classified staff members employed after July 1, 2002 are not eligible for benefits or personal or sick leave.

**\* For part-time employees, “day” means the same number of hours as the usual workday.**

**Temporary Position:** A temporary position is a nonrecurring position of not more than ninety (90) days in duration and may be full-time or part-time. This position is a substitute or temporary replacement situation for another employee. Temporary positions are not eligible for benefits or leave.

**Work Week:** The workweek for the district begins on Monday and ends the following Sunday.

## BENEFITS AND COMPENSATION

None of the benefit provisions shall be applicable to any classified staff member who has not been employed by the school district for at least 30 days. Eligibility for benefits is based on employment classification.

## **Health Insurance**

Non-Temporary, Non-Seasonal Full-time and Class I part-time employees are eligible for health insurance benefits. The Board of Education will provide the basic required benefit package necessary to enroll in the health insurance pool for eligible classified staff. To be eligible, the employee must have 30 days of employment. After 30 days of employment, the Board of Education shall provide full (or part) of a single health insurance for classified staff that work a minimum of 1004 hours per year; some contribution to this coverage may be the employee's responsibility. Classified staff who work between 630 and 1004 hours per year are eligible for partial health insurance benefits. Employees may be eligible for partial family benefits and may enhance their coverage voluntarily at their own expense with a salary deduction method of payment. (See Appendix A for Health Insurance Enrollment Form)

Continuation of coverage will be available through either COBRA or continuation of the district's plan as provided by the district's insurance provider's guidelines. This coverage will be at the employee's discretion and expense.

## **Leaves and Absences**

- **No personal leave available (or accumulating) for the first 60 days of employment.**
  - **All leave must have advance approval from the direct supervisor. In cases of emergency, the supervisor should be notified as soon as possible.**
  - **For part-time employees, "day" means the same number of hours as the usual workday.**
- (See Appendix A for Leave of Absence Form)

**Personal Leave** – Full-time, 12 month employees receive three days and Class I part-time, 9 month classified staff receive two days of non-accumulative personal leave with no deduction in salary per year. Prior approval must be received from the superintendent. Personal leave is not permitted for job interviews, hunting, shopping, activities associated with entertainment, second vocations, or personal business that can be arranged outside the school day.

One of the two personal days may be used at the discretion of the classified employee with no reason stated on the leave form except "personal leave." Discretionary personal days should not be used for activities that may be done outside the school day.

Upon completion of the school year, any unused personal leave will be added to the individual employees' accumulative sick leave, provided the total accumulation of sick leave does not exceed the equivalent of 120 days.

**Sick Leave** – Full-time and Class I part-time classified employees receive one day of sick leave per month of employment, accumulative to 120 days. When use of sick leave is in excess of 30 consecutive days, a written statement from the employee's physician is required stating the employee is not able to return to work. (Examples: major surgery, heart trouble, complications due to maternity or major illness, etc.)

Sick leave will be applicable when the employee is ill. In case of illness of a member of the employee's immediate family, 10 days of sick leave may be utilized. Sick leave is applicable when the employee, an immediate family member, or an individual legally dependent upon the employee, is ill. Employees who become pregnant or need to have elective surgery while they are under contract should notify the building principal who will schedule a conference with the superintendent. During this conference the employee will make known to the superintendent dates and desired plans for the remaining school year such as:

1. The approximate date employee would like sick leave to begin;
2. Whether or not employee wishes to return to duties during the current school year, and
3. The approximate date the employee would return to work.

After considering these factors, the superintendent will schedule dates for the leave of absence. If it is determined by the building principal and/or superintendent that the employee cannot adequately perform job expectations, administration may alter the original schedule established. Thirty days of sick leave benefits shall be applicable during the temporary leave period. If the employee is unable to return at the end of 30 days due to health reasons, extended sick leave will be applicable if a written statement by the employee's physician states the employee is not able to return to work.

**Emergency Sick Leave Bank** -- Classified employees may choose to participate annually in the Classified Emergency Leave Bank by contributing one (1) day of available sick or personal leave to the Bank *after their first full year of employment*. The employee shall notify the Central Office during the Section 125 open enrollment period of their decision to participate in the Classified Emergency Leave Bank.

An employee must have contributed to the Bank in order to request and be eligible to receive days from the Bank. After all accumulated sick leave and personal leave have been exhausted, the maximum withdrawal from the Bank is twenty (20) days per incident. The Superintendent shall consider granting emergency leave from the Bank for catastrophic or chronic conditions affecting the employee. Pregnancy is excluded unless there are complications falling under the catastrophic and chronic definitions.

The employee will submit a letter requesting the number of days and the reason for the leave to the superintendent. In addition, a document from the employee's health care provider stating the diagnosis, treatment plan, and estimated return to work date must accompany the request, or in case of emergency, be submitted as soon as the information is determined. Medical procedures which are elective in nature or that can be reasonably occur outside the member's normal work schedule are not eligible for emergency leave.

In order to remain in the Bank, a member must contribute one additional day when the Bank total falls below twenty (20) days, except within the last thirty (30) calendar days of the contract year. The Board will contribute twenty (20) days annually to the Classified Emergency Leave Bank. Unused Emergency Leave Bank days will carry into the next year. Carryover amounts do not preclude the annual contribution requirement.

**Pay for Unused Leave** – Full-time and Class I part-time classified employees will be paid \$30 for each full day of unused sick leave that would be lost as a result of that employee having accumulated the maximum allowed 120 days of unused sick leave. Pay for unused accumulated sick leave will not be made except for those days over 120 days. Compensation for unused sick leave will be paid on or before June 30.

The total accumulated sick leave shall be paid to the employee (or employee's heir) at \$20 per day for which the employee qualifies at the time of retirement or death. Any unused personal leave will be paid at the rate of \$30 for each full day for which the employee qualifies at the time of retirement or death.

**Funeral Leave** – Full-time and Class I part-time classified employees are eligible for pay for up to five days of non-accumulative leave applicable to relatives of the employee and/or spouse. Up to one day of the five is allowed for persons other than family.

**Military Leave** – Any classified employee who is called for military duty will be granted unpaid leave for the duration of their active service. Paid vacation days may be used for this purpose. Employees called for military duty must submit a copy of their official orders to their supervisor.

**Family and Medical Leave** - 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 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 adoption of a child or to care for a child with a serious health condition. Leave is available due to the following reasons:

1. The birth of a child of the employee, and to care for the child,
2. The placement of a child with the employee for adoption or foster care,
3. The need to care for a spouse, child, or parent of the employee due to a serious health condition, or,
4. A serious health condition of the employee that prevents the employee from performing the job functions.
5. Any qualifying exigency (as determined by the Secretary of Labor) arising because the spouse, child, or parent is on active military duty or has been notified of an impending call or order to active duty.

The National Defense Authorization Act of 2008 allows an eligible employee who is the spouse, child, parent, or next of kin of a covered servicemember, recovering from a serious illness or injury sustained in the line of duty while on active duty, up to 26 weeks of unpaid leave in a single 12-month period to care for the servicemember. Eligible employees who are requesting Family and Medical leave for more than one reason, including care for a service member, are entitled to a combined total of 26 weeks unpaid leave during a 12-month period. Spouses employed by the district may take an aggregate of 26 weeks of leave only for the care of a servicemember or a combination of Family and Medical leave, which includes care of a service member.

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

The leave shall normally be unpaid leave. However, if the employee has any paid vacation, personal, or sick leave that is available for use because of the reason for the leave, the paid leave shall be used 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 the leave. The employee will pay any employee portion of the cost to the payroll clerk 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 practicable. After the employee provides 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 the same or equivalent job,
6. Any employer required fitness-for-duty certifications.

### **Holidays**

Full-time classified staff are eligible for up to 15 paid holidays per year. Class I classified staff are eligible for up to 11 paid holidays. (See Appendix C Paid Holiday Schedules)

### **Vacations**

Full-time, twelve-month employees shall receive ten days of vacation awarded July 1 of the year following 12 months of continuous employment. Class I part-time classified staff working more than 48 weeks per year are eligible for 5 vacation days. Vacation leave shall not accumulate beyond 40 days. An additional 2 days of vacation will be added for each 5-year period of employment, **after** the tenth consecutive year as a district employee. June 30, or the Friday before, should it fall on a weekend, will be the designated review day for all additional vacation days awarded to employees who meet the above criteria. The additional vacation days will be added to the new July 1 contract.

Those working less than 48 weeks per year are not eligible for paid vacation days.

Use of vacation must be arranged in advance with the immediate supervisor or principal. Application for use of vacation time must be made on the regular Request for Leave of Absence form (Appendix A). The employee's supervisor and the superintendent must approve vacations. Vacation for each year (the year for vacation purposes begins July 1) must be used within 18 months and may not be carried over or accumulated. Employees leaving the district in good standing may be paid for accrued vacation time at the employee's regular daily rate of pay.

### **Activity Passes**

The Board will provide all classified employees with a pass valid for the employee to district-sponsored activities with the exception of some specified athletic events and KSHSAA sponsored events.



## **Pay Day**

Salary checks for all classified employees will be direct deposited into the employee's bank account on the 25<sup>th</sup> day of each month. In the event a payday falls on Saturday, Sunday, or a holiday, the checks will be distributed on the Friday prior to the 25<sup>th</sup>.

## **Compensation of Out-of-Town/Overnight Trips**

When classified personnel are required to be out of town on district business, they will be compensated in regular or overtime pay as appropriate for time away from Pratt MINUS:

1. Eight hours for sleep when overnight,
2. Reasonable time for meals (normally one hour per meal), and
3. Time released from any employment responsibilities and which may be used exclusively for pleasure or personal business.

## **Reimbursement/Travel Expenses (GAN)**

The Board will provide reimbursement for expenses incurred in travel related to the performance and duties of the district's employees when approved in advance by the superintendent.

## **Bus Driver Benefits**

**District Contribution Toward Initial Licensing** – Initial required physical(s) will be the responsibility of the driver. Reimbursement for the physical will be made following 30 hours of work for the district. The district will make the following reimbursement towards the initial licensing of drivers:

- Reimbursement for registration cost of FA/CPR training
- Reimbursement for registration cost of driver safety training
- Reimbursement of cost of initial CDL license
- Wages for the actual time spent at required FA/CPR training and driver safety training

Thirty days following initial employment on a route or a combination of route and activity driving which averages 3.5 hours per day or more (based on 180 days per year of employment), drivers will be eligible for the following:

- Option to participate in the district's health insurance plan
- Option to participate in the district's section 125 and 403(b) plans

**District Contribution Toward CDL Renewal** – The district will pay the following costs:

- Registration cost of FA/CPR training
- Registration cost of driver safety training
- Wages for actual time spent at required FA/CPR training and driver safety training
- Stipend of \$75 per year to offset cost of physical (required every two years) and CDL license renewal (required every four years)

## **Salary Reduction Plan – Section 125**

Full-time and Class I part-time classified employees may participate in a Section 125 district salary reduction plan. The employee must make any salary reduction request during the fall sign-up period. Plan options include:

Short Term Disability Insurance  
Dependent Care  
Non-reimbursable Medical Expenses

Medical Insurance  
Supplemental Cancer Insurance

The Board may change, add, or delete benefit options included in the plan. During the plan year, a participant may terminate payroll deduction agreement or modify the benefits **only if** his/her family status has changed. A participant has a change in family status upon marriage, divorce, death of a spouse or child, birth or adoption of a child, or termination of employment of a spouse. The participant shall supply written verification to the district of such change and must make any termination or election changes within thirty days of the date of such change in family status.

Execution of this salary reduction agreement does not automatically institute insurance coverage. In most instances an application for insurance must be completed.

## **Annuity Plan**

All Class I classified staff are eligible to participate in a “tax-sheltered” annuity plan [403(b)]. Eligible employees may join on the first day of the month coinciding with or next to the date on which eligibility requirements are met. Contributions can be stopped at any time, upon written notice. Once discontinued, contributions can be restarted again at the start of the new plan year in October.

Increases or decreases to the employee’s 403(b) contributions will be allowed per the rules of our 403(b) provider. The current 403(b) provider allows these changes to be made once per month. In order to make a change, it will be necessary for the employee to request a change form from the payroll clerk, and it will also be necessary to work with the 403(b) agent and complete the necessary change process. The change form from the BOE office will need to be returned prior to the 15<sup>th</sup> of each month to be effective for that month’s payroll.

## **Kansas Public Employees Retirement System (KPERs)**

Full-time and Class I part-time classified employees are covered by the Kansas Public Employees Retirement System. An employee contribution as determined by current law will be made each pay date.

### **KPERs School Covered Position Requirements:**

1. Position is not temporary or seasonal,
2. Position requires at least 630 hours per year, and
3. Position is covered by Social Security.
4. Concurrent positions when there are two or more school employers, or combined hours total 630 or more, meet above requirements.

## **Workers Compensation**

**Notice of Accidents** – All employees must notify their supervisor and complete an Accident Report form (Appendix A) within 20 days of an accident or the claim may be barred. Additional information about workers compensation rights and responsibilities may be obtained from your supervisor or district office.

**Coverage** – Benefits are for personal injury from accident or occupational disease arising out of and in the course of employment with the district. Injuries which occur during recreational or social events under circumstances where the employee is under no duty to attend, and where the injury did not result from the performance of tasks related to normal job duties, are not covered under workers compensation.

Any employee who is off work and drawing workers compensation will be required to provide the payroll clerk with a written doctor's release before the employee is allowed to return to work. In addition, should the employee be released to return to work by a doctor and fail to do so, all benefits under sick leave will be ended and those benefits under workers compensation will be restricted as provided by current statute.

**Coordination With Leave Benefits** – The workers compensation plan will provide coverage for medical expenses and wages to the extent required by statute to employees who qualify. Whenever an employee is absent from work and is receiving workers compensation benefits due to a work-related injury or is receiving district paid disability insurance, the employee may use available paid sick leave to supplement the workers compensation or district paid disability insurance payments.

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

**Exception Clause** – Applicable state statutes or regulations will take precedence over the general guidelines listed above. No guideline is guaranteed above what state law or regulation requires.

## **Early Retirement**

**Definition** – Full-time or Class I part-time classified employees who find it necessary or 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. Early retirement is entirely voluntary and at the discretion of an eligible employee. Early retirement benefits, under this agreement, may last for a maximum of five years.

**Eligibility** – An employee is eligible for early retirement if such employee:

1. Is currently a full time employee (or employed over 1600 hours per year) of the school district,
2. Was employed prior to July 1, 1998 and has uninterrupted service,
3. Is not less than 60 years old and/or meets KPERS (85) "window", and not more than 65 years old,
4. Has fifteen years of service in USD 382. The last five years, including the year during which application is made for early retirement, must be continuous,
5. Has 20 years or more of service credit recognized by KPERS.

**Application** – An employee may apply for early retirement by giving written notice to the clerk. Such written notice shall be submitted on or before the first (1<sup>st</sup>) 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 date of retirement
4. The current mailing address and telephone number of the applicant,
5. The number of years applicant has been employed by the school district,
6. The total number of years of service credit recognized by KPERS,
7. Applicant's current annual salary,
8. The annual payment shall then be divided by twelve to determine the amount to be paid monthly until such time that the participant reaches 65, has received benefits for five years, or is deceased. Monthly payments will be made on normal payroll dates.
9. Whether the applicant desires health insurance through the district's health insurance program by deduction of annual premiums from the early retirement benefit or by personal payment.

Following final action on any application for early retirement, the clerk will notify the applicant, in writing, of the final disposition and the date and amount of monthly early retirement benefits to be paid.

**Early Retirement Benefits** – The amount paid will be determined by subtracting the base of the employee's salary schedule from the employee's base salary for the year in which application for early retirement is made. The difference in these two figures is multiplied by 60% to determine the amount that would be paid annual to the participant. If an employee's base salary exceeds the last step on the schedule, then the multiplying factor shall be 30%. If the 30% multiplier factor is used, the benefit will not be less than the difference between salary schedule base and the top of the salary schedule, plus the 60% multiplier factor. The payment will be made until the participant reaches 65, has received benefits for five years, or is deceased. Monthly payments will be made on normal payroll dates.

**Terms and Conditions** – The following terms and conditions will apply to the early retirement plan:

1. Any application for early retirement is granted by the Board of Education.
2. The annual early retirement benefit shall be payable by the school district in twelve equal installments.
3. An employee taking early retirement shall have the option to maintain health insurance coverage through the school district's health insurance program by agreeing to a deduction of health insurance premiums from the early retirement benefits or by premium payments with a personal check.
4. All early retirement benefits shall automatically terminate at the time an employee reaches age 65, has received benefits for five years, or is deceased, whichever comes first.
5. Health insurance may be maintained under the district's plan until the employee reaches age 65 or is deceased. (See #3 above for payment options)
6. An employee who takes early retirement has the responsibility to keep the school district informed of current mailing address and telephone number.
7. If the Pratt USD 382 Employees Early Retirement plan should be rescinded those employees that currently have applied and qualified will be "grandfathered" until their qualification expires.

# SCHEDULES

## **Work Schedule**

Schedules will be assigned by the principal, supervisor, or designee, with superintendent approval.

## **Emergency Closing**

For emergency school closures (snow days, etc), time card and compensation procedures will be determined by the Superintendent on a by-incident basis. For a typical snow day, custodial and maintenance staff will clear sidewalks and parking lots and earn compensation time—all other classified employees will be paid their normal daily rate. For typical cold weather delays, custodial and maintenance staff will prepare the building and grounds for operation under normal pay rates. For these same delays, classified staff with predominantly student contact responsibilities will be paid their normal daily rate of pay for the closed hours. Secretaries may flex their schedules to maintain their weekly hours. USD 382 kitchen staff will have their hours adjusted to their normal daily hours.

## **Overtime**

There should be no overtime worked unless approved in advance by the building principal, supervisor, and superintendent. All overtime will be paid at the rate required by current law. Approved overtime hours actually worked in excess of 40 hours should be recorded on the employee's time card. Paid leave shall not be considered as hours worked.

## **Compensatory Time**

Employees who are approved in advance by their principal, supervisor, or superintendent to work beyond their normal work hours per week, may be granted compensatory time in lieu of overtime pay. Compensatory time will be accrued at the rate of 1 ½ times for each hour actually worked over 40 hours. Compensatory time will not accrue beyond 240 hours. Compensatory time off may be used in any increment and at any time agreed upon by the employee and their principal, supervisor, and/or the superintendent. Compensatory time should be recorded on a leave request form. Compensatory time should be used within the 9-weeks period in which it was earned or at the Thanksgiving, Christmas, and Spring Breaks. Employees will be paid for unused compensatory time at the end of the fiscal year or upon termination of employment.

## **Time Cards**

Time cards are required for all hourly employees. Time cards that are not submitted by the first Friday following the 15<sup>th</sup> of every month (the 15<sup>th</sup> is the end of the pay period) may not be paid until the following pay period.

## **Breaks**

All classified personnel may be allowed a break if their regular daily schedule calls for four hours of more of continuous work. Breaks are limited to 15 minutes in length and may not be accumulated, or added to lunch or dinner hours, nor used to make up time. There is no expressed guarantee of breaks, as they may not be allowed in some cases.

## CONDUCT

### **Drug Free Workplace (GAOA-R)**

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. (Requirement by inclusion herein.)

This policy is intended to implement the requirements of the federal regulations promulgated under then 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 on district policy.

### **Drug Free Schools (GAOB-R)**

As a condition of continued employment in the district, all employees shall abide by the terms of policy. Employees shall not unlawfully manufacture, distribute, possess, or use illicit drugs, controlled substances, or alcoholic beverages on district property or at any school sponsored student 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 is guilty of the terms of this policy shall be subject to 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 contract 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 is listed below. 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.

A copy of this policy and a list of available drug and alcohol counseling programs shall be provided to all employees. (Requirement met by inclusion herein.)

- o The Counseling Center, 501 S Ninnescah, Pratt, 672-7546
- o Crossings Counseling, 111 W 2nd, Pratt, 672-6168
- o Horizon Mental Health, 602 E 2nd, Pratt, 672-2332

### **Tobacco Use (GAOC)**

The use of tobacco products in any form is prohibited in any school building or vehicle, owned, leased, or rented by the district.

### **Staff-Student Relations (GAF)**

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

### **Staff Responsibilities for Discipline (GAO)**

Each employee is responsible for maintaining proper control and discipline in the school. An employee may use reasonable force necessary to ward off an attack, to protect another person, or to quell a disturbance that threatens physical injury to others.

### **Professionalism**

As representatives of the district, employees will demonstrate appropriate communication skills and conduct with students, parents, and other staff members. Employees are expected to act and behave in a manner that promotes the integrity and reputation of the district.

### **Confidentiality**

Information learned at school should 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 specific individuals, could result in disciplinary action being taken against the employee, including termination.

### **Dress Code**

The board expects appropriate dress for all district employees. Uniforms may be provided and required for custodians, maintenance staff, and mechanics.

### **Harassment**

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

### **Non-School Employment**

Classified employees shall not be excused during their regular workday to perform outside employment. Employees shall not engage in outside employment that interferes with assigned duties.

### **Conflict of Interest (GAG)**

District employees are prohibited from engaging in any activity conflicting with or detracting from the effective performance of their duties. No employee will attempt, during the school day or on school property, to sell or endeavor to influence any student or school employee to buy any product, article, instrument, service, or other items that may directly or indirectly benefit the employee. No school employee will enter into a contract for remuneration with the district unless the contract is awarded on the basis of competitive bidding.

### **Political Activities (GAHB)**

Staff members elected or appointed to a public office which restricts the employee's ability to complete contractual obligations may be required to take unpaid leave for a period of time determined by the board or may be terminated. Staff members holding a public office, which in the judgment of the board is less than full-time, shall request unpaid leave from the superintendent at least one week in advance.

An employee who must be absent from school to carry out the duties of a public office must take a leave of absence without pay for the duration of the public office.

### **Telephone Use**

District telephones are for school business and use of phones for personal business should be avoided except in case of an emergency. Use of phones for social calls is not permitted.

### **Criminal Convictions**

Any employee convicted of a felony or driving under the influence, or who enters a plea of guilty or diversion agreement, must notify the superintendent within five days after the conviction or diversion agreement. Within 30 days after notice of the conviction or entering into a diversion agreement is received, the district will take appropriate action with the employee. Such action may include termination, suspension, placement on probationary status, or other disciplinary action.

### **Suspension**

The superintendent has the authority to suspend classified employees with or without pay until the suspension is resolved by board action.

### **Termination**

The board may terminate a classified employee at any time without cause.



## **DISTRICT PROCEDURES**

### **Assignment and Transfer**

The superintendent, subject to board approval, retains the right to assign, reassign, or transfer classified personnel at the superintendent's discretion.

### **Board Policy**

Employees shall follow and be familiar with all policies and regulations established by the board of education. Board policy can be obtained at the district office.

### **Complaints/Grievances**

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

### **Employment Procedure**

The offer of employment or renewal of employment document shall be presented in duplicate. The classified employee shall sign and return both copies within the time period designated. Upon receipt of the signed copies, the employment document will be presented to the board for approval.

Any written employment document will state the employee is an employee-at-will, which means employment may be terminated by either party. Two weeks written notice is considered appropriate for cancellation of employment by either party, but is not required. There are no expressed rights of continuing employment.

### **Drug and Alcohol Testing (GAOD)**

All district employees performing job functions that require the employee to maintain a commercial driver's license will be tested for alcohol and drugs as required by current federal law. Board approved rules and regulations necessary to implement the testing program are on file with the clerk.

Each new employee who is required to undergo alcohol and drug testing will be given a copy of the appropriate district regulations. Each new employee will be informed that compliance with the required elements of the testing program is a condition of employment as a driver in the district. All employees shall be informed of this policy on an annual basis.

### **Classified Employee Evaluation**

Classified employees may be evaluated twice during the first year of employment and may be evaluated at least once a year during subsequent years. A copy of the completed formal evaluation, if used, will be given to the employee after it is signed by the employee and the evaluator and will be placed in the employee's

personnel file with the clerk. If an annual raise is approved by the BOE for classified employees, an individual employee's eligibility is dependent upon a satisfactory evaluation and marked on the employee's evaluation. Informal evaluations may be used for these evaluations if deemed appropriate by supervisors. A sample of the evaluation form is in Appendix A.

### **Employment Status**

All classified employees are employed on an "at-will" basis, regardless of their length of service, and may be dismissed at any time.

### **Jury Duty**

Employees of the school district shall be excused for jury duty with no jeopardy to their employment, and will receive his/her regular daily salary. Any compensation received by the employee shall be refunded to the district, except for reimbursement for meals and mileage.

### **Distribution of Materials**

Materials from sources outside the district may not be distributed on school grounds without prior permission from the principal or superintendent. Examples of outside materials include, but are not limited to, political materials, special interest materials, and advertisements.

### **Personal Property**

The district does not provide insurance on employee's personal property and does not assume any liabilities. If an employee's personal property is broken, damaged, or stolen while the employee is on the job, repair or replacement is the employee's responsibility.

### **Use of Personal Vehicle**

When a district vehicle is not available and with prior approval of the administration, classified employees may use their private vehicles to perform district business. To receive mileage reimbursement, the employee shall file a report showing dates, number of miles traveled, supervisor's signature, and signature of the employee, at the central office.

### **Weapons**

Employees are prohibited from carrying weapons on school property or at school sponsored events, unless approved in advance in writing by the superintendent.

### **Searches of Students and Property (JCAB-R)**

Any person other than the principal who wishes to search a student's locker or property shall report to the principal before proceeding. In no event shall any person be permitted to search a student's locker or property without the principal's consent unless the person has a valid search warrant authorizing a search.

## **Resignation**

Classified employees may resign from their jobs in accordance with the Employment Agreement.

## **RECORDS**

### **Personnel Records (GAK)**

Personnel files required by the district shall be confidential and in the custody of the records custodian and/or the superintendent. Employees have the right to inspect their files upon proper notice under the supervision of an administrator.

### **Required Documents**

Each employee must provide the following to be eligible for a paycheck:

Employment application	Copy of bank deposit slip (or account number and bank information)
Loyalty oath	KPERS enrollment form (if employee is eligible)
Copy of driver's license	Completed Federal & State W-4 withholding certificates
TB Test results	Health insurance enrollment form (if employee is eligible)
Copy of social security card	I-9 Employment Verification form

### **Commercial Driver's License (CDL)**

Bus drivers are required to have a Commercial Driver's License (CDL).

## **REPORTS**

### **Accidents**

Any school employee who discovers an accident on school property shall report the accident to the building principal or designated representative.

If an employee is injured on the job, the supervisor should be contacted immediately and a report will be made within ten days. (Appendix A)

### **Child Abuse (GAAD)**

Any employee who has reason to know or suspect a child has been injured as a result of physical, mental, or emotional abuse or neglect, or sexual abuse, shall promptly report the matter to the local Social Rehabilitation Services (SRS) office or to the local law enforcement agency if the SRS office is not open.

It is recommended that the building principal also be notified after the report is made.

District employees shall not contact the child's family or any other persons to determine the cause of the suspected abuse or neglect. It is not the responsibility of school employees to prove the child has been abused or neglected.

## **HEALTH**

### **Asbestos**

The USD 382 Asbestos Management Plan is located in the yearly-published district school calendar. Materials known to contain asbestos should not be altered or disturbed.

### **Bloodborne Pathogens**

All staff who have occupational exposure to bloodborne pathogens will be provided yearly inservice as detailed in board policy. See board policy GARA for more information.

### **Communicable Diseases (GAR)**

When an employee has been diagnosed by a physician as having a communicable disease as defined by current regulation, the employee shall report the diagnosis and nature of the disease to the superintendent so that a proper reporting may be made for 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 the 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.

### **Administering Medications**

The supervision of oral medications shall be in strict compliance with board policy. School employees may not dispense or administer medications to students except as outlined in board policy JGFGB-R.

## **SAFETY AND SECURITY**

### **Emergency Closings**

When the superintendent decides the weather threatens the safety of students and employees, the following will be notified in order to broadcast a school-closing announcement:

**KMMM AM Radio 1290**

**KWCH Channel 12**

**Alert Now**

### **Safety Practices**

All employees shall engage in safe lifting, climbing, and carrying practices. Employees shall ask for assistance when needed.

## **Securing Work Area**

Employees are expected to lock or otherwise secure any files, records, safes, tools, vehicles, or other district equipment at the close of each workday and other appropriate times.

## **Keys**

The building principal or superintendent is responsible for issuing keys and maintaining a current and accurate list of all people who have been issued keys. No keys are to be duplicated without permission. Keys should be turned in to the appropriate supervisor when an employee is no longer employed by the district or is assigned to another building. Keys should not be loaned to anyone. Any lost keys must be reported immediately to the principal.

# **EQUIPMENT AND SUPPLIES**

## **Appropriate Use of Equipment and Supplies**

Use of equipment and supplies is for the performance of official and approved assignments only. Use of district equipment or supplies for personal projects is prohibited without prior permission of the employer's supervisor.

## **Computers**

Computer systems are for educational and professional use for legitimate educational and research efforts. The district Acceptable Use Policy is found in board policy IIBG.

## **Copying and Duplicating**

Federal copyright laws make it illegal for anyone to duplicate copyrighted materials without permission. Copies are to be made for school district use only.

## **Vehicle Request**

A district vehicle may be available for transportation to district events ([Appendix A](#)). Principal or supervisor's signature is required to obtain the use of a district vehicle.

All school vehicles are to be used for official school business only. Any exception will require the consent of the superintendent. All vehicles must be operated in compliance with all traffic laws to include wearing of seat belts at all times. Smoking, other tobacco products, and alcohol, are not permitted in school vehicles.

# APPENDIX C

## PAID HOLIDAY SCHEDULES

### Full-Time 12-Month Employees

<u>Month</u>	<u>Holiday</u>
July	1 day – July 4, or the Friday prior to the 4 <sup>th</sup>
September	1 day – Labor Day
November	3 days – Thanksgiving (Wednesday, Thursday, & Friday)
December	3 days – Christmas Day + two days
January	2 days – New Years Day + one day
March	3 days – of Spring Break
April	1 day – Good Friday
May	1 day – Memorial Day

**Total Paid Holidays = 15 days**

### Class I Part-time (employed a minimum of 630 hours per year)

**Minimum of 3.5 hours/day during the school year or a minimum of 2.5 hours/day all year**

<u>Month</u>	<u>Holiday</u>
July	1 day – July 4 or the Friday prior to the 4 <sup>th</sup> (only if employed during July)*
September	1 day – Labor Day
November	3 days – Thanksgiving (Wednesday, Thursday, & Friday) (only if scheduled to work Wednesday, Thursday & Friday)*
December	3 days – Christmas Day + two days
January	1 day – New Years Day
March	2 days – of Spring Break
April	1 day – Good Friday (only if scheduled to work Friday)*
May	1 day – Memorial Day (only if employed through Memorial day week)*

**Total Paid Holidays = 11 days (with possible 12 or 13)\***