

SANTA FE TRAIL USD 434

**CLASSIFIED EMPLOYEE
HANDBOOK**

POLICIES AND PROCEDURES FOR CLASSIFIED EMPLOYEES

2011-12

Santa Fe Trail
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INTRODUCTION

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

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

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

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

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

DISTRICT VALUES

DISTRICT MISSION STATEMENT

The mission of Santa Fe Trail USD #434 is to nurture the student's self-esteem and thirst for knowledge. Students will graduate with a defined body of knowledge, the ability to comprehend and apply reasoning, as well as behavioral skills necessary to compete effectively and efficiently in the world, both now and in the future.

ACCEPTANCE OF ACCOUNTABILITY

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

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

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

DISTRICT BELIEFS

1. Risk-taking, to carry out the District Mission, is acceptable and encouraged.
2. Every person has the right to succeed to the maximum of his or her ability.
3. We believe that continuing improvement is essential and can be achieved.
4. We expect all individuals to strive towards excellence.

5. The higher the expectations, the greater the achievement.
6. Mastery of the core curriculum is essential.
7. Validation of the school's effectiveness must be confirmed by the students' achievements prior to and following graduation.
8. All students must assimilate skills necessary for lifelong learning and competition in the changing world.
9. Students must be able to apply skills and solve problems throughout life.
10. Highly focused staff commitment and training are essential to total implementation of a quality improvement program.
11. Trust is the foundation of all progress and cooperative relationships.
12. The commitment to student success is accomplished through the responsibility and accountability of all stakeholders.
13. The family is the primary influence on the development of the individual.
14. If students are to learn effectively they must have a school environment which addresses different learning styles.
15. Students learn best in a safe, pleasant, non-threatening environment.
16. The effective use of technology is essential for students to be successful.
17. School/community partnerships are important.

EMPLOYMENT NOTICES

EQUAL EMPLOYMENT OPPORTUNITY

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

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

Inquiries regarding compliance may be directed to Superintendent of Schools, Unified School District 434, 1663 East US Highway 56, Carbondale, Kansas 66414; phone 785.665.7168 or 785.836.7649

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

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

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

SEXUAL HARASSMENT (BOE Policy GAAC)

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

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

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

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

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

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

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

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

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

Initiation of a complaint of sexual harassment in good faith will not adversely affect the job security or status of an employee, nor will it affect his or her compensation. Any act of retaliation against any person who has filed a complaint or testified, assisted, or participated in an investigation of a sexual harassment complaint is prohibited. Any person who retaliates is subject to immediate disciplinary action, up to and including termination of employment.

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

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

A summary of this policy and related materials shall be posted in each district facility. The policy shall also be published in student, parent and employee handbooks as directed by the district compliance coordinator. Notification of the policy shall be included in the school newsletter or published in the local newspaper annually.

RACIAL HARASSMENT: EMPLOYEES (BOE Policy GAACA)

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

Racial harassment is unlawful discrimination on the basis of race, color or national origin under Titles VI and VII Civil Rights Act of 1964, and the Kansas Acts Against Discrimination. All forms of racial harassment are prohibited at school, on school property, and at all school-sponsored activities, programs or events. Racial harassment against individuals associated with the school is prohibited, whether or not the harassment occurs on school grounds.

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

Racial Harassment is racially motivated conduct which:

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

3. Is sufficiently severe, pervasive or persistent so as to have the purpose or effect of interfering with an individual's work performance or employment opportunities.

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

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

Employees who believe they have been subjected to racial harassment should discuss the problem with the building principal or the district compliance coordinator. Employees who do not believe the matter is appropriately resolved through this meeting may file a formal complaint under the district's discrimination complaint procedure. (See KN)

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

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

Initiation of a complaint of racial harassment in good faith will not adversely affect the job security or status of an employee, nor will it affect his or her compensation. Any act of retaliation against any person who has filed a complaint or testified, assisted, or participated in an investigation of a racial harassment complaint is prohibited. Any person who retaliates is subject to immediate disciplinary action, up to termination of employment.

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

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

A summary of this policy and related materials shall be posted in each district facility. The policy shall also be published in student, parent and employee handbooks as directed by the district compliance coordinator. Notification of the policy shall be included in the school newsletter or published in the local newspaper annually.

EMPLOYMENT GUIDELINES

EMPLOYEE STATUS DEFINITIONS

Classified Employee: Staff member that is not by statute required to possess certification by the Kansas State Department of Education, or is not covered by the Negotiated Agreement between the SFTEA and

USD 434. Classified employees include, but are not limited to: Administrative Assistants, Cooks, Health Aides, Maintenance Custodians, Paraprofessionals, and Information Technology Personnel.

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

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

Half-Time: 17.5 hours per week.

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

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

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

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

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

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

MANAGEMENT

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

IMMEDIATE SUPERVISOR

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

APPLICATION

All vacancies for classified staff positions shall be posted on the district website. For some positions, advertisements may be placed in local newspapers. Application forms for any vacancies are available from the district office, and should be returned to the district office on or before the deadline stated. This policy may be waived by the superintendent in incidences where positions must be filled in an expedient manner.

APPOINTMENT

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

JOB DESCRIPTIONS

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

ORIENTATION

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

ASSIGNMENT AND TRANSFER

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

AT-WILL EMPLOYMENT

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

PAYROLL PROCEDURES AND COMPENSATION

PAYDAY

Employees are paid monthly. Paychecks will be issued on the 10th day of each month or the first working day before (if the 10th falls on a weekend or holiday). Twelve-month and temporary employees will be paid off of a completed timesheet for the hours worked in the prior month. Nine/ten-month and exempt employees will be paid a substantially equal portion of his/her anticipated annual wages.

Paychecks will not be released early for any reason.

TIMESHEETS

Every classified hourly employee is required to maintain an accurate timesheet on a daily basis. It must be initialed by the employee's immediate supervisor and turned into the building office manager or district office by the payroll due date. Time worked each day will be calculated to the nearest 0.25 hour. A schedule of payroll due dates will be issued each year by the district office.

LUMP SUM PAYMENT

Nine/ten-month classified employees who work half-time or more are able to request lump sum payment for his/her July and August checks. By requesting lump sum payment, the employee will receive earned pay for July and August with his/her June check.

COMPENSATION

Classified employees shall be paid according to pay rates established by the board. Payment shall be made at the established pay date following the end of each pay period. New employees would be placed on the following placement guide at 0.25 increments.

Classified Employee Initial Placement Guide

Position	Wage Range
Cook	\$9.00 – 10.50
Head Cook	10.00 – 12.00
Director of Food Service	15.50 – 18.50
Maintenance	9.25 – 10.80
Lead Maintenance	10.80 – 12.80
Director of Maintenance	16.50 – 18.50
Assistant Office Manager	9.00 – 10.80
Office Manager	10.40 – 12.00
Paraprofessional	9.00 – 10.50
Health Aide	10.00 – 11.20
Licensed Practical Nurse	12.00 – 13.50
Administrative Assistant	11.60 – 16.50
Clerk	13.60 – 18.00
Deputy Treasurer	11.60 – 13.50
Treasurer	17.00 – 19.50
Technology Assistant	9.00 - 15.00
Technology Coordinator	17.00 – 19.50

Substitute Hourly Rate

Position	Wage
Food Service Substitute	\$8.00
Maintenance Custodian Substitute	9.00
Paraeprofessional Substitute	8.00
Secretarial Substitute	8.00

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

EXTRA DUTY COMPENSATION

Extra duty compensation will be paid \$8.00/hour or the employee's hourly rate, when applicable. Such duties include ticket taking, scorekeeping, dances, etc.

TRAVEL EXPENSES (BOE Policy GCA)

Approved travel will be reimbursed at the district mileage rate.

The district shall pay classified employees his/her contracted hourly rate during travel time to and from workshops and conferences required by the district or state educational agencies. The superintendent may approve payment of wages at the approved contract rate to classified employees during travel time to and from other approved workshops and conferences provided payment is approved in advance of the event.

The superintendent may elect to approve some expenses to non-required workshops and conferences while electing not to approve wages for travel time.

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

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

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

TAXABLE ALLOWANCES

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

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

DIRECT DEPOSIT

Employees may authorize his/her paycheck to be automatically deposited into his/her designated bank account(s) on payday. Employees that elect direct deposit will receive a deposit slip on payday. Employees may elect to have the deposit slip emailed to the email address of choice. Paychecks can be split into one or more accounts by selecting the percentage or amount of the total paycheck to be deposited into each of the designated accounts.

Direct deposit is highly recommended since it eliminates many of the hassles and worries of paychecks. However, it is extremely important that an employee contacts the district office if he/she changes bank accounts while electing direct deposit.

EMPLOYEE BENEFITS

BENEFIT PROGRAM TERMS

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

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

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

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

HEALTH/DENTAL INSURANCE

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

Any full-time classified employee may receive a determined amount per month toward his/her membership in the school district health plan. Said amount will be determined by one-half the monthly premium rate increase for the Option III single plan for the 2011-12 school year in addition to the \$325 contribution. Said amount shall not exceed \$350 or the cost of a single membership, whichever is less.

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

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

CONTINUING COVERAGE WITH COBRA

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

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

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

SECTION 125

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

Identified benefits for salary reduction are:

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

TAX-SHELTERED ANNUITY

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

BENEFITS NOT INCLUDED IN SECTION 125 OR PAID BY THE DISTRICT

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

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

PAYROLL DEDUCTIONS

VOLUNTARY PAYROLL DEDUCTIONS

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

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

KANSAS PUBLIC EMPLOYEES RETIREMENT SYSTEM (KPERS)

The Kansas Public Employees Retirement System (KPERS) is a plan of retirement, disability, and survivor benefits provided for by law for Kansas public employees and their beneficiaries. The employee contribution rate is 4% or 6% (based on membership start date) and is deducted from each paycheck. Membership is mandatory if your position:

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

KPERS benefits include:

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

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

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

OTHER MANDATORY DEDUCTIONS

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

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

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

LEAVES AND ABSENCES

LEAVE

Twelve-month classified employees shall be granted fourteen (14) days of paid leave per year. Nine/ten-month classified employees shall be granted eleven (11) days of paid leave per year. Leave is allocated to employees on July 1st and is cumulative each year to a maximum of 75 days.

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

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

Leave may be used at the employee’s discretion. However, prior approval is needed from the employee’s supervisor if the employee uses three or more continuous days of leave.

VACATION DAYS (BOE Policy GCRH)

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

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

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

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

Years of Service	Number of Vacation Days
0 – 9	10
10 – 19	15
20 or more	20

Twelve-month employees will be given vacation days at the rate of one-twelfth of the corresponding annual rate. Vacation days are accrued monthly beginning with the first pay period. A classified employee will move to the next allocation rate on the anniversary of his/her employment. Vacation days are cumulative to twice the maximum number of days allowed per year.

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

HOLIDAYS (BOE Policy GCRI)

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

1. New Years Day*
2. Good Friday
3. Memorial Day
4. Independence Day*
5. Labor Day
6. Thanksgiving and the Friday following
7. Christmas Day and one additional day to be determined

* or the Friday preceding if the holiday falls on Saturday or Monday following if the holiday falls on Sunday.

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

PAYMENT FOR ACCUMULATED UNUSED LEAVE

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

Leave – Classified employees with more than seventy-five (75) days of leave at the end of each school year will be reimbursed for days beyond seventy-five (75) days at a rate of \$60 per day, back to the maximum of seventy-five (75) days.

Upon separation, classified employees with 5 years or more of continuous service will receive payment for all unused leave at \$60 per day.

Classified employees with less than seventy-five (75) days of leave that use one (1) day or less of leave during the year may be compensated a maximum of six days of leave at a rate of \$60 per day, at their discretion. Notification for compensation needs to be made by the employee to the district office prior to the end of the school year. Remaining days will accumulate to the next school year.

JURY DUTY

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

ABSENCES (BOE Policy GCA)

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

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

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

WORK SCHEDULES

MEAL AND BREAK TIME

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

Rest periods or breaks will be counted as time worked. A total of 20 minutes will be allowed for employees working more than six (6) hours. This break time may be taken as two 10-minute breaks or as one 20-minute break. A total of 15 minutes (one-break) will be allowed for employees working more than four (4) hours but less than six hours. Breaks are provided to enhance the attentiveness and safety of our

employees. With this purpose in mind, if breaks or rest periods are not taken during the workday, they may not be added to the time worked or taken at the end of the workday.

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

WORKWEEK (BOE Policy GCA)

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

OVERTIME PAY

Non-exempt employees are paid overtime in accordance with applicable law. Overtime will be paid at a rate of one and one-half (1.5) times the employee's regular rate of pay for all hours worked in excess of 40 hours in a workweek.

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

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

COMPENSATORY TIME

Classified employees may receive compensatory time, "comp time", as an alternative to overtime pay. This would be up to the discretion of the superintendent of schools. Compensatory time must be awarded at 1.5 times the normal work hour. No classified employee may accrue more than 240 hours of compensatory time. If overtime is worked beyond this amount, compensation must be in cash. Department directors may authorize the use of paid time in lieu of compensatory time with the permission of the superintendent or his designee.

Compensatory time should be used by the end of each quarterly payroll period. Quarterly pay periods are defined as March 31, June 30, September 30, and December 31.

CONDUCT

BULLYING (BOE Policy GAAE)

Bullying in any form, including electronic means, is prohibited on or while using school property, in a school vehicle or at a school-sponsored activity or event. Employees who bully others in violation of this policy may be subject to disciplinary action, up to and including suspension pending a hearing and/or termination. If appropriate, employees who violate bullying prohibition shall be reported to local law enforcement.

CONFLICT OF INTEREST

District employees shall not engage in any outside employment or business which, by nature or duration, could detract from the effective performance of assigned duties. District employees shall not

attempt, during the school day or on school property, to sell or influence students or district employee to buy any product, article, instrument, service, or other such items.

USE OF SCHOOL EQUIPMENT

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

DISTRICT E-MAIL

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

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

GIFTS (BOE Policy GAJ)

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

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

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

PERSONAL APPEARANCE (BOE Policy GAM)

The district encourages appropriate dress for all district employees.

DRIVER'S LICENSE

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

NEPOTISM (BOE Policy GACCA)

Except in an emergency, the board will not employ anyone who is the father, mother, brother, sister, spouse, son, daughter, son-in-law, or daughter-in-law of any board member. This provision shall not apply to any person who has been regularly employed by the board prior to the adoption of this policy or to any person who has been regularly employed by the board prior to the election or appointment of a new board member to whom the person is related.

COMPLAINTS (BOE Policy GAE)

Any employee may file a complaint with their supervisor concerning a school rule, regulation, policy or decision that affects the employee. The complaint shall be in writing, filed within ten (10) days following

the event complained of and shall specify the basis of the complaint. The supervisor shall meet with the employee and provide a written response within ten (10) days. If the employee disagrees with the decision, the employee may appeal to the superintendent. The superintendent's decision shall be final.

HEALTH AND SAFETY

HEALTH CERTIFICATION

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

CHILD ABUSE (BOE Policy GAAD)

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

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

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

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

INCLEMENT WEATHER

Full-time maintenance/custodial employees are expected to report to work on days when school is dismissed due to inclement weather unless personal safety precludes doing so or they are otherwise notified by the immediate supervisor.

Part-time employees, school-year employees and central office staff will not report to work on days when school is dismissed due to inclement weather. These days may be made up at a later time by decision of the administration and board of education.

DRUG FREE WORKPLACE (BOE Policy GAOA)

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

USE OF TOBACCO PRODUCTS (See GAOC)

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

INJURY

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

WORKER'S COMPENSATION (BOE Policy GAOE)

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

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

COMMUNICABLE DISEASES

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

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

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

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

SEPARATION OF EMPLOYMENT

RESIGNATION

If a classified employee wishes to discontinue his/her employment with Santa Fe Trail School District, the employee is requested to submit his/her resignation in writing to his/her immediate supervisor.

Employees are requested to provide a minimum of two (2) weeks notice before his/her official resignation date.

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

TERMINATION

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

SUSPENSION (BOE Policy GCK)

The superintendent may suspend classified employees with or without pay pending a board determination. If a suspension without pay is imposed on a classified employee, the employee is entitled to pay until the employee has been advised of the basis for suspension and has been given an opportunity to respond.

FINAL PAYCHECK AND CLEAR OUT

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

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

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