

CLASSIFIED HANDBOOK

**Between the
Ft. Larned USD 495
Board of Education
And
Classified Employees**

2018-2019

Presented to the Fort Larned Unified School District 495
Board of Education for consideration on August 13, 2018

An Equal Employment/Educational Opportunity Agency USD 495 does not discriminate on the basis of sex, race, color, national origin, disability, or age in admission or access to, or treatment or employment in, its programs or activities. Any questions regarding the compliance with Title VI, Title IX, or Section 504 may be directed to the Title IX Coordinator, who can be reached at 620-285-3185, 120 East 6th Street, Larned, KS 67550

Employment is subject to termination by the Board of Education if the results of a criminal history check required by state law reveal that an employee has been convicted of any offense, specified in K.S.A. 1999 Supp. 72-1397, and amendments thereto.

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CONDUCT

The Board of Education expects officers and employees of the district to fulfill the public's trust and to conduct themselves in an honorable manner, abiding by all district policies and regulations and by all applicable state and federal laws and regulations.

When district officers or employees know or have reasonable cause to believe that serious instances of wrongful conduct (e.g., mismanagement of district resources, violations of law and/or abuse of authority) have occurred, they should report such wrongful conduct to the Board or one of its designated officers.

Wrongful conduct of any kind by employees will not be tolerated, and could result in disciplinary action being taken against the employee, including termination.

For purposes of this policy, the term "wrongful conduct" shall be defined to include (but may not be limited to):

1. Theft of district money, property, or resources;
2. Abuse of district property;
3. Unapproved use of district premises/property;
4. Misuse of authority for personal gain or other non-district purpose;
5. Fraud or fraudulent activities;
6. Violations of applicable federal and state laws and regulations;
7. Unauthorized possession of firearm or other dangerous weapons while on school district property;
8. Consumption, use, possession, selling, distribution, or being under the influence of illegal drugs, alcohol, or other controlled substances unless prescribed by a physician, while on duty or on school district property;
9. Divulging confidential information relating to a student or employee;
10. Physical assault/battery on another employee, a student, or a visitor;
11. Serious violations of district policy, regulation, and or procedure.

CLASSIFIED AGREEMENT

ARTICLE I. DEFINITIONS

1. The School District: Unified School District 495.
2. The Board: The Board of Education of Unified School District 495
3. Superintendent: The Superintendent of Schools of Unified School District 495.
4. Classified Employee: All support staff as categorized by #9.
5. New Employee: Sick leave days granted as stated on page 11. Personal leave days granted as stated on page 12 & 13.
6. Immediate Family: Husband, wife, brothers, sisters, sons, daughters, sons-in-law, daughters-in law, parents and/or guardians of the employee and spouse, grandparents and grandchildren of the employee and spouse, and legal dependents.
7. Work Days: All classified employees excluding Supervisor(s), and Director(s) will be paid by the hour for the time turned in on the monthly time sheets or time cards. Deductions will be stated on page 6.
8. Administrative Council: A District Council which is composed of the Superintendent, the Building Principals, Special Education Director, Director of Finance, Director of Technology, Transportation Supervisor and Maintenance Supervisor.
9. Classified Unit: This unit includes bus drivers, custodians, cooks/dishwashers, maintenance, mechanics, para-professionals, library assistants, building aides, secretaries, payroll and accounts payable.
10. Salary Deduct: The salary deduct for a day's loss of wages shall be computed at the daily rate. The daily rate is computed by taking hourly rate times the number of scheduled hours to be worked.
11. Full Time Employee: Individual working 30 hours per week or more.

ARTICLE II. HOURS AND AMOUNTS OF WORK

SECTION A. HOLIDAY AND VACATION LEAVE

1. HOLIDAYS*

Only twelve (12) month full time employees will receive pay for holidays.

Classified

employees will not be on duty during the current year on the following holidays:

Labor Day

Veteran's Day

Thanksgiving Day

Christmas Day

New Year's Day

Memorial Day

Fourth of July

*If any holiday falls on a Saturday the preceding Friday will be the holiday - if any holiday falls on a Sunday the following Monday will be the holiday.

Student breaks (Thanksgiving, Christmas and Spring) are days that the district has allowed 12 month employees to work for additional compensation with prior approval from building administrator and/or maintenance supervisor. These days are not required work days, therefore, they are not eligible for sick or Personal. 12 month employees are eligible to utilize vacation days during these student breaks.

Make-up days due to inclement weather will not be scheduled on Saturday or Sunday.

2. VACATION

All full time twelve (12) month employees will receive one week or five (5) days paid vacation per year upon hire.

After the second year twelve (12) month employees will receive two (2) weeks or ten (10) days paid vacation on July 1, all twelve (12) month employees must work ten (10) consecutive years to be entitled to fifteen (15) days paid vacation. Eleven month employees who are transferred to a 12-month position will qualify for vacation days according to their years of service to USD 495 as an eleven-month employee.

Vacation leave for all other employees (9 and 10 month) who are transferred to a twelve-month position will be determined at the discretion of the Superintendent of Schools on a case by case basis, with consideration to be given by the Superintendent to total years of service to U.S.D. 495 and length of contract term for each prior year of service; however, nothing herein shall authorize or entitle any classified employee to more than fifteen (15) days paid vacation per school year.

An employee must request 48 hours prior for one (1) to four (4) days of vacation. If the employee is requesting five (5) days or more a request must be made two weeks prior.

All twelve (12) month employees can accumulate vacation days up to the amount of the previous year, plus current year's entitlement only.

Any employee who does not fulfill their contract or letter of intent will have their current yearly vacation allotment prorated. If money is owed to the district the appropriate amount will be taken out of the last check.

SECTION B. CLASSIFIED DUTY DAY

The arrival and departure time of classified employees at each attendance facility will be determined by the principal of each attendance facility. The principal shall have authority to permit employee diversion from the regular work day for good cause shown. The regular work day for each attendance facility shall be defined as the amount of time per day that employees shall be required to be present at their assigned building.

All classified staff will use the Attendance Enterprise System to document time worked.

SECTION C. BREAKFAST AND NOON DUTY

Any classified assignments for breakfast and noon duty will be designated by the building principal.

All persons performing breakfast and noon duty shall enter this time on the Attendance Enterprise system. The total number of duty hours shall be reimbursed at their hourly rate. Regular and extra duty combined may not exceed 40 hours per week without approval by the Building Principal and Superintendent.

SECTION D. AFTER SCHOOL ACTIVITY DUTIES

Assignments which occur after the duty day or on Saturdays in any certain building together with regular and extra duty assignments cannot exceed 40 hours per week unless approved by the Building Principal and Superintendent. After school duty shall be interpreted to include service by employees in connection with such activities as student council, junior class, athletics, speech, debate, drama, music and social, which are not within the employee's regular responsibilities.

All persons performing after school activity duty utilize the Attendance Enterprise System to document after school activities. The building principal of the activity site will approve and sign the log before forwarding the same on to the District Office. The total number of duty hours shall be reimbursed at their hourly rate.

Any substitute who performs activity duty will be compensated at a rate of \$14.00 per hour when they follow the procedures outlined above.

SECTION E. NON-STUDENT DAYS

All classified employees will be required to work on the following non-student days.

	PTC	In-service	Workday
Secretary	Y	Y	Y
Food Service	N	N	Y*
Title I Aide	N	Y	Y
Para-professional	N	Y	Y
Building Aide	N	Y	Y
Library Assistant	N	Y	Y
Custodian	Y	Y	Y
Maintenance	Y	Y	Y
Courier	Y	Y	Y
Transportation	N	Y	N
Mechanic	Y	Y	Y

If the District cancels school due to inclement weather, all classified employees will be compensated at their daily rate for that day. If for any reason, the school year must be extended to meet state regulations due to days lost, employees will not be compensated for additional days/hours as long as they have already been compensated.

* First and last workday of school year based on school calendar.

** Tri County Coop para-professionals in the outlying districts will work as per the assigned District's calendar.

ARTICLE III. SALARIES AND WAGES (2018-2019)

SECTION A. SALARY RANGES

CLASSIFIED

SECRETARY

BUILDING	\$10.85
SUBSTITUTE	\$9.95

FOOD SERVICE

HEAD COOK	\$10.85
ASST. COOK	\$10.35
DISHWASHER	\$10.15
SUBSTITUTE	\$10.05

TITLE I AIDE

(REQUIRES 2 YEAR COLLEGE)

AIDES	\$10.75
SUBSTITUTE	\$10.35

AIDES

PARA	\$10.65
PARA SUB	\$10.35
OTHER AIDES	\$10.35
SUBSTITUTE	\$10.35

LIBRARY ASSISTANT \$10.65

TECH INTEGRATION

SPECIALIST Based on Experience

CUSTODIAL

HEAD CUSTODIAN	\$12.15
ASST. CUSTODIAN	\$11.45
SUBSTITUTE	\$10.35

MAINTENANCE

MAINTENANCE	\$12.45
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TRANSPORTATION

DRIVER/CDL	\$13.55
ACTIVITY DRIVER	regular rate of pay
TEACHING CLASSES	regular rate of pay
SUBSTITUTE	\$13.55

MECHANIC

MECHANIC	\$16.15
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ACCOMPANIST \$11.55

SUBSTITUTE TEACHER

CERTIFIED	\$100.00
NON CERTIFIED	\$85.00

*Certified Long term substitute will be paid \$100.00 per day for the first 10 days of a long term assignment. After the tenth (10th) consecutive day for the same teacher, the rate of pay will increase to base pay daily rate. Non-Certified pay after the tenth (10th) consecutive day will increase to \$100.00 per day.

Classified employees normally will be placed on the appropriate salary range as listed above. However, initial placement on a step greater will be considered based on additional experience, education or licensure. Recommendations will be made by administrator and/or director to the superintendent with final approval by the board.

SECTION B. PAYROLL DEDUCTION

1. It is agreed herein that when duly authorized by any employee on an appropriate form for said purpose, the Superintendent or his designated agent shall provide for payroll deductions to be made and paid in accordance with such form for any or all of the following purposes:
 - a. Health and Hospitalization Insurance
 - b. 403b
 - c. Others Required by Law
2. Except as provided by law,
 - a. No deduction shall be made from any employee's payroll without his/her written authorization to the Superintendent or his designated agent.
 - b. Any and all balances due upon the employee's resignation or termination shall be deducted from said employee's final payroll.
3. Any and all prior authorizations shall continue in full force and effect into this and all successor agreements unless and until revoke by the employee.
4. No deduction for a 403b Plan shall be made from an employee's payroll without his or her written authorization. Notification of changes may be made to the Business Office prior to the current school year monthly payroll cut off dates
5. Each deduction set up at the beginning of employment shall be deducted monthly. In any month when the deduction(s) are greater than the earnings, the employee will be responsible for the amount of the health premiums due.
6. All existing 9 and 10 month employees are responsible for all deductions during a 12 month school year. Premiums for July, August and September Blue Cross/Blue Shield will be withheld during employed months.
7. All employees no longer working for the district have the opportunity to take Cobra (BC coverage). It starts the 1st of any month after the last day employed.
8. They will be eligible for pro-rated sick and personal leave (as per classified handbook)

9. SECTION C. PAY DATE

Paychecks will be distributed on the eighth (8th) of each month, unless the eighth (8th) falls on a Saturday or Sunday, in which case, check distribution will be on the Friday prior.

If payday falls on a banking holiday, pay day will be on the previous work day.

If the District makes an error of under payment, the district has up to 5 business days to correct the error. If the error is one of over payment the correction will take place on the next pay date.

ARTICLE IV. INSURANCE BENEFITS

The Board and the Classified Group agree that it is in the best interests of the two parties to maintain and strengthen the District's health insurance plan. In order to do this the participation of the classified employees in the plan must be maintained, and if possible increased. To this end the two parties mutually agree to the following provisions and conditions:

A. DEFINITIONS

For the purposes of the ARTICLE IV the following definitions will apply:

1. "Returning employee" is defined as an employee (full time or part time) who was employed with the District for the 1989-90 school year and thereafter.
2. "Newly employed employee" is defined as an employee who is employed by and under contract with the District for the first time, or who had been employed by and was previously with the District prior to school year (1989-90).
3. To receive benefits:
 - a. New employees working less than fifteen (15) hours per week receive no insurance benefits.
 - b. New employees working from fifteen (15) hours to thirty (30) hours per week receive half benefits.
 - c. New employees working thirty (30) hours or more per week receive full benefits.
 - d. All returning employees as of June 12, 1995 are grandfathered under the old benefit package which stipulated if an employee worked twenty (20) hours or more they would receive full benefits.

B. SPECIAL PROVISIONS

The following special conditions will apply:

1. Returning employees who participated in the District's health insurance plan during the 1994-95 school years must opt to participate in the district's health insurance plan during the 1995-96 school years and thereafter in order to receive the employer provided fringe benefit allowed under ARTICLE IV . Section E-#2, which must be toward the purchase of said insurance.
2. Newly employed classified employees must opt to participate in the District's health insurance program during the 1994-95 school year and thereafter in order to receive the employer provided fringe benefit indicated in ARTICLE IV-Section E-#2, which must be used toward the purchase of said insurance.

C. KPERS

Employees in positions that normally require 630 hours per year (17 ½ hours per week) become members of Kansas Public Employee's Retirement System (KPERS) upon commencement of work in that position. Contributions are made to KPERS by each covered employee as well as by the employer. Employee contributions equal 5% of their gross earnings each pay period. Employees hired after July 1, 2009, employee contributions equal 6% of their gross earnings each pay period. As of March 1, 2015, all employee contributions will equal 6% of their gross earnings each pay period.

Along with retirement benefits, employees who are KPERS members also receive Group Term Life Insurance benefits totaling 1 times their salary, a \$50,000 service related death benefit, and long-term disability coverage.

Members who become disabled may qualify for an annual disability benefit of up to two-thirds of their annual salary. If a member qualifies for KPERS disability benefits, monthly disability payments may begin no sooner than 180 days after the total disability begins.

D. SECTION 125 CAFETERIA SALARY REDUCED PLAN

The Board agrees to establish a Section 125 Cafeteria Salary Reduction Plan whereby each eligible classified employee has the right to reduce his/her compensation in an amount necessary to purchase selected non-taxable benefits from those contained in the plan.

Each employee will then have the opportunity to reduce his/her compensation in the amount necessary for the Board to purchase those non-taxable benefits selected by said employee. The non-taxable benefits contained in the plan are health insurance, cancer insurance, and/or group term life insurance beyond the \$10,000 group life insurance coverage provided by the Board, but not to exceed \$50,000. The Plan will be on file in the District office and will be available for review by employees during regular office hours.

E. EMPLOYER PROVIDED FRINGE BENEFIT

The Board agrees to provide the following employer paid or partially paid fringe benefits;

1. A \$10,000 group term life insurance policy for each employee. All employees working 30 or more hours per week, are eligible the first of the month following 30 days. The Basic Group Life Insurance program is provided at no cost for employee coverage to ensure all our employees have some level of financial protection.
Original Life Insurance Benefit will reduce:
 - 35% at age 65
 - 50% of the original amount at age 70
2. The Board will provide \$400.00 per month toward an employee only health benefit or \$500.00 per month toward an employee/spouse, employee /dependent or a family health benefit in the district group health insurance plan. Staff working less than full-time shall receive a fringe benefit prorated on the basis of the actual time worked. The proration shall be to the nearest 1/10th.
3. To receive benefits:
 - a. New employees working less than fifteen (15) hours per week receive no insurance.
 - b. New employees working from fifteen (15) hours to thirty (30) hours per week receive half benefits.
 - c. New employees working thirty (30) hours or more per week receive full benefits.
 - d. All returning employees as of June 12, 1995 are grandfathered under the old benefit package which stipulated if an employee worked twenty (20) hours or more they would receive full benefits.
4. The board payment of fringe benefit shall terminate upon the end of employment.
5. Effective for the 2014-2015 school year. If couples choose to participate in the schools insurance plan and select the family plan, both employees will receive the \$500 fringe towards the family plan, employee/spouse or employee/dependent plan.

F. OTHER PROVISIONS

1. The Board retains the right to select the insurance carrier for the District with recommendations made by the Teachers' Association.
2. Employees are responsible for supplying the District Office with the information necessary for preparing the application for a tax-deferred annuity.

All employees will have the opportunity to participate in the district's 403b program through the ESSDACK 403b Consortium.

ARTICLE V. SICK AND OTHER LEAVE
SECTION A. LEAVE

General Provisions Covering All Types of Leave

1. Other than specifically provided for in this Agreement, the Board will not pay for unused leave benefits when an employee leaves the employment of district.
2. For those employees who commence employment after a school year has begun; all leave benefits shall be pro-rated based upon employee's work days in a remaining school year.

Leaves, as hereafter allowed, shall be without loss in hourly salary and the pay of the substitute person shall be the responsibility of the Board. Leave days cannot be taken in segments of less than one-half (1/2) days. For the purpose of sick leave benefits a work month shall be considered as thirty (30) calendar days. The leave days may be taken for the following reasons and are subject to the following conditions:

A. SICK LEAVE

All classified employees will be credited with nine (9) sick days per year. If hired during the school year those days will be prorated at a rate of one day per month for the remainder of current school calendar. If employee does not fulfill their letter of intent for the current school year and has used all of their sick days, the individual will owe the district the prorated amount for the remainder of the school year. The unused portion of which shall accumulate to a total

of one half (1/2) of the employee's days*. An employee may use all or any portion of their sick leave for medical and dental appointments or to recover from a personal illness or disability. Classified employees are not eligible for any sick leave if they work less than fifteen (15) hours a week for the district.

Any classified employee absent more than fifteen (15) days, due to illness or disability may be asked to present a statement from a physician licensed to practice medicine, or trained professional, indicating the nature of the illness or disability and verifying that the employee is in good health and able to resume daily required expectations.

During any one school year, an employee may use their yearly allotment of sick leave days*, plus 25% of his/her accumulated sick leave, for the illness, injury, or death in the immediate family, or death of a close friend.

- * 9 month employees 90 days plus current years 9 days
- 10 month employees 100 days plus current years 10 days
- 11 month employees 110 days plus current years 11 days
- 12 month employees 120 days plus current years 12 days

Nine month employees that are hired on a separate letter of intent for summer employment will receive the following sick leave allotment:

- Summer Adventure Assistant 1 day
- Tri-County Summer 1/2 day
- At-Risk/Jumpstart 1/2 day

B. SICK LEAVE BANK

A sick leave bank will be established by the Board of Education to begin each school year. To start the bank each year, each eligible* classified employee may contribute one (1) sick leave day to the bank.

Employees who have maxed out on accumulation of sick days will have all extra days rolled into the sick leave bank instead of those days just being lost. To receive any of the sick leave bank days, the employee must have contributed a day. The sick leave bank will never carry over more than 350 days per year.

The sick leave bank will be established and maintained to provide additional sick leave days for classified employees after two (2) years of continuous service, who have used all of their accumulated

sick and personal leave days. Sick leave bank days may be requested to be used for illness, injury, or disability of the employee or his/her spouse, children, and/or parents of the employee. Careless use of previous sick and/or personal leave days may be grounds for non-approval of the application.

A committee composed of five (5) members, from the classified employees, (Cooks/Dishwashers, Custodians/Maintenance, Bus Drivers/Mechanics, Secretaries, Para/Aides and Library Assistants), and two (2) administrators appointed by the Superintendent will administer the sick leave bank. An application form to be used for requesting sick leave bank days will be developed by the committee. The committee will establish its own procedure for review of applications and the criteria for granting requests of sick leave to employees. Action by this committee can be taken only when there is a majority vote of the committee. The decisions regarding the use of sick leave bank days and the interpretation of these decisions by the committee shall be final.

An application form (see appendix) with sick leave records for the current and prior year should be completed by the requesting employee and sent to the committee chairperson. This will serve as notification for the committee to meet. Sick Leave Bank days shall be granted in not less than half (1/2) day segments, and no one employee will be granted more, than fifteen (15) days per request. The application will be considered an emergency request and the committee will meet within 48 hours of receiving the application to make a decision.

At this meeting the committee will make a decision if possible, or may delay the decision 48 hours, if additional information is necessary. *An eligible employee is one who has had two (2) years of continuous service or beginning of the third (3rd) year.

C. PERSONAL LEAVE

Allowance for personal leave shall be three (3) days per school year. If hired during the school year those days will be prorated for the remainder of current school calendar. No personal leave will be awarded till after the 60th day of the first letter of intent. If employee does not fulfill their letter of intent for the current school year and has used all of their sick days, the individual will owe the district the prorated amount for the remainder of the school year. Classified employees are not eligible for any personal leave if they work less than fifteen (15) hours a week for the district.

1. Any unused personal leave shall be added to the employee's sick leave balance subject to the maximum accumulation of half (1/2) of their total work days; See ARTICLE V. A. or, if an employee chooses, he/she will be compensated for unused personal leave at the conclusion of each school year after 5th consecutive year of employment. The compensation for each unused personal leave day shall be employee's regular rate of pay per day up to \$50.00, and said compensation shall be added to the employee's final check of the school year (12 month employees will receive payment with their August check).

Any classified employee who desires to be compensated for unused personal leave must submit a Classified Personal Leave Form to the Director of Finance in writing by the May payroll cut-off date or July payroll cut-off date if working summer school.

3. Employees shall file an application with the Administrator or Director at least two days (48 hours) in advance of the personal leave for his/her approval, which approval shall not be unreasonably withheld.
4. Personal leave will be granted on a "first come" basis.
5. Employees shall not take personal leave on the days immediately before or after holidays (including those days considered as holiday leave in conjunction with designated holidays), during the first and last week of the school year, nor during parent-teacher conferences, except in the case of an emergency when authorized by the Superintendent. Being unable to return safely following a vacation due to inclement weather shall be considered an emergency and leave shall be granted.

D. EARNED LEAVE

Earned leave is awarded to all twelve (12) month salaried personnel and all administrators/directors. Earned leave includes, but is not limited to, personal leave and sick leave.

At the beginning of each contract year, each twelve (12) month salaried and administrator will be credited with earned leave based

upon the number of months on the current year contract in accordance with the following schedule *. Earned leave may be used for any purpose. Earned leave will be approved by the Superintendent unless the Superintendent determines that serious conflicts exist. In no case shall increments of less than one half (1/2) day be requested.

Unused leave may accumulate up to a total of one half (1/2) of the total contracted days under the current contract/letter of intent. Any employee who does not fulfill their contract/letter of intent will have their yearly earned leave allotment prorated.

Severance pay agreement at \$50.00 per day for unused earned leave upon retirement, resignation, termination or death.

- *10 month contract will be credited with fifteen (15) days per year
- 11 month contract will be credited with seventeen (17) days per year
- 12 month contract will be credited with nineteen (19) days per year

E. JURY DUTY

A classified employee shall be granted leave for the period of time the employee is required to appear in court to serve as a petite juror or a grand juror or as the results of a subpoena to be a witness. Such leave shall be with pay as long as the jury or witness pay, excluding mileage allowance, is signed over to the district.

F. PHYSICIAN'S STATEMENT

At any time, for good cause, when requested in writing by the Superintendent, the employee on sick leave shall cause his/her Physician to send to the Superintendent a written statement as to the employee's inability to work. Such statement shall contain at a minimum the diagnosis, prognosis, and the approximate length of time the illness will incapacitate the employee.

G. BEREAVEMENT LEAVE

A classified employee shall be granted a maximum of five (5) days per school year for death of an immediate family member. Such leave shall be granted without loss of sick or personal leave days. In cases of special circumstances, consideration will be given for additional days as determined by the superintendent.

H. OTHER TEMPORARY LEAVE

An employee may be granted temporary leave for any such reasons and purposes not expressly identified under the previous section, upon authorization by the Superintendent. This leave may be with or without pay. The determination shall be made at the time of temporary leave approval.

SECTION B. MATERNITY LEAVE

Disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery there from, are temporary disabilities and shall be subject to sick leave provisions, and coverage for the same will be according to the sick leave provisions of the agreement.

ARTICLE VI. SEVERANCE OF EMPLOYMENT

SECTION A. LETTER OF RESIGNATION

A letter of retirement/separation must be submitted to building administrator/director or immediate supervisor and then delivered to the Superintendent.

SECTION B. FINAL PAYCHECK

1. Upon separation of employment the final paycheck will not be direct deposited, it can be picked up by employee at the district office or it will be mailed to last address known.
2. Upon retirement, death, or separation of employment after five (5) continuous years of service, the employee shall be compensated (upon written request to be included with the letter of resignation) by the Board of Education for all unused and accumulated sick, personal and earned days. The compensation shall be in the form of cash at the rate of \$50.00 for each day of unused and accumulated sick leave, \$50.00 for each day of unused and accumulated personal leave and the employee's daily rate of pay for each day of unused and accumulated vacation leave. Compensation will not be paid if request does not accompany the letter of resignation. If an employee does not fulfill their final contract/letter of intent they will have their yearly sick, personal, earned and vacation allotment prorated. No payment will be made after the final paycheck.

If for any reason, other than medical reasons, the classified employee does not complete a nine (9), ten (10) or twelve (12) full months of employment with the school district, the annual credit of sick leave shall be reduced proportionately on account of the employee's failure to complete his/her Letter Of Intent, for reasons other than medical reasons.

3. Upon retirement, death, or separation of employment after five (5) years of service, the employee shall be compensated (upon written request to be included with the letter of resignation) by the Board of Education for all unused and accumulated vacation days. The compensation shall be in the form of cash at the employee's daily rate for each day of unused and accumulated vacation leave. Compensation will not be paid if request does not accompany the letter of resignation.

If for any reason, other than medical reasons, the classified employee is unable to fulfill their twelve (12) full months of employment with the school district, the annual credit of appropriate vacation per school year, shall be reduced proportionately on account of the employee's failure to complete his/her Letter Of Intent obligations.

ARTICLE VII. RIGHTS AND RESPONSIBILITIES

SECTION A USE OF SCHOOL FACILITIES AND EQUIPMENT

Classified employees may not apply for use of building or use of equipment without the building principal's approval.

EMPLOYEE POLICY SUMMARY

SEXUAL 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. Sexual harassment will not be tolerated in the school district. Sexual harassment of employees or students of the district by board members, administrators, certified and 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. (See Policy GAAC).

RACIAL HARASSMENT

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. Racial harassment of employees or students of the district by board members, administrators, certified and support personnel, students, vendors, and others having business or other contact with the school district strictly is 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 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. (See Policy GAACA).

DRUG FREE WORKPLACE

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 (5) 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 suspension, placement on probationary status, or other disciplinary action including termination.

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 a program.

Maintaining a drug free workplace is important in establishing an appropriate learning environment for the students of the district. The unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the district (See Policy GAOA-R).

As a condition of continued employment in the district, all employees shall abide by the terms of this policy. Employees shall not unlawfully manufacture, distribute, dispense, possess or use illicit drugs, controlled substances, or alcoholic beverages on district property or at any school activity. Compliance with the terms of this policy is mandatory. Employees who are found violating the terms of this policy will be reported to the appropriate law enforcement officers. Additionally, an employee who violates the terms of this policy will be subject to any of the following sanctions: 1) Short terms suspension with pay; 2) Short term suspension without pay; 3) Long term suspension without pay; 4) Required participation in a drug and alcohol education, treatment, counseling, or rehabilitation program; 5) Termination or dismissal from employment. (See Policy GAOB-R)

DRUG AND ALCOHOL TESTING

All district employees performing job functions which require the employee to maintain a commercial driver's license shall be tested for alcohol and drugs as required by current federal law (See Policy GAOD).

CRIMINAL BACKGROUND INVESTIGATION

All criminal background investigation forms and fingerprint cards, when necessary, must be accurately completed and submitted to the Fort Larned Unified School District Office prior to an employee's first day of work. Work status will remain conditional until results of all criminal background investigations are received.

WORK PERFORMANCE EVALUATIONS

The work performance of all employees will be evaluated on a schedule that shall be frequent enough to provide a continual evaluation of the individual.

Each supervisor shall utilize a standardized evaluation system based on each employee's job description. Further, all work performance evaluations will be administered in a manner that promotes and encourages the concept of equal employment opportunity based on merit and fitness for duty.

Employees being evaluated will be asked to read and sign the completed evaluation form. In the event the employee refused to sign the evaluation, the supervisor will make this notation on the form and continue the process in the regular manner.

Employees will receive a written copy of all formal evaluations of their work performance.

TERMINATION

All classified employees covered under this handbook are considered "at will" employees. This means that either the employee or employer may terminate employment at any time for any or no reason. While generally Fort Larned Schools adhere to progressive discipline, it is not bound or obligated to do so.

"At will" employees are not guaranteed, in any manner, employment for any set period of time. Further, disciplinary actions may result in either immediate termination or termination at the end of an unsuccessful probationary period.

APPENDIX

ELIGIBLE CLASSIFIED STAFF SICK LEAVE BANK FORM

A sick leave bank for classified employees will be established by the Board of Education to begin each school year. This policy took effect in 1995-1996. To start the bank each year, each eligible *classified employee may contribute **one (1)** sick leave day to the bank. To receive any of the sick leave bank days, the employee must have contributed a day.

The sick leave bank will be established and maintained to provide additional sick leave days for classified employees after **two (2)** years of continuous service, who have used all of their accumulated sick and personal leave days. Sick leave bank days may be requested to be used for illness, injury or disability of the employee or his/her spouse, children and/or parents of the employee. Careless use of previous sick and/or personal leave may be grounds for non-approval of the application.

A committee composed of five members, from the classified employees, (Cooks/Dishwashers, Custodians/Maintenance, Bus Drivers/Mechanics, Secretaries, Paras, Aides and Library Assistants), and two (2) Administrators appointed by the Superintendent will administer the sick leave bank.

I elect to contribute one (1) day of my sick leave effective with the 2018-2019 school years.

Yes _____ Employee
signature_____

I do not elect to contribute one day of my sick leave effective with the 2018-2019 school years.

No _____ Employee
signature_____

If you answered yes and would like to serve on the sick leave committee, please sign below.

Yes _____ Employee signature-

- **An eligible employee is one who has had two (2) years of continuous service or beginning the third year with the District.**

Revised 10/2015

CLASSIFIED PERSONAL LEAVE FORM

Allowance for Personal Leave shall not exceed three (3) **days*** per year. New Employees will be granted one (1) Personal Day after their first six (6) months of employment.

Any unused Personal Leave shall be added to the Employee's Sick Leave balance subject to the maximum accumulation of one half (1/2) of their total work **days***; See Article V – Section A or, if an employee chooses, he/she will be compensated for unused Personal Leave at the conclusion of each school year after the **FIFTH CONTINUOUS YEAR** of employment.

The compensation for each unused Personal Leave **Days*** shall be at the employee's regular rate of pay per day up to \$50.00.

Any Classified Employee who desires to be compensated for unused Personal Leave must submit such a request to the Building Secretary in writing by the end of the current school year, to be compensated in the 2019 final check.

Any twelve (12) month or summer school classified employee must submit a request by the July payroll Cut Off Date to be paid in August.

BALANCE OF PERSONAL HOURS _____ AS PER ELECTRONIC
ATTENDANCE RECORDS ON MAY _____, 2019

I WOULD LIKE PAYMENT FOR _____ HOURS PERSONAL LEAVE NOT
USED DURING THE 2018-2019 SCHOOL YEAR

I WOULD LIKE TO ROLL-OVER _____ HOURS OF PERSONAL LEAVE
TO MY SICK LEAVE.

EMPLOYEE NAME _____ DATE _____

***Hours per day are based upon Letter of Intent**

Revised 10/2015

NOTICE
YOUR EMPLOYER IS SUBJECT TO THE KANSAS
WORKERS COMPENSATION LAW WHICH
PROVIDES COMPENSATION FOR JOB-RELATED INJURIES

What to do if an accident occurs on the job

Notify your supervisor immediately. If the employee does not report the injury within ten (10) days, the claim may be denied. Non-emergency injuries should be seen by the district's designated physician. If a serious injury occurs during an evening or on a weekend, see the physician on call at the hospital emergency room. Thereafter, you must report the injury to your immediate supervisor as soon as possible.

Medical benefits

(USD 495) is required to furnish all necessary medical treatment and has the right to designate the treating physician.

Pawnee Valley Medical Associates Clinic
Dr. David Sanger
713 West 11th
Larned, Kansas 67550
620-804-6007

The district is only liable up to \$500 if the employee seeks treatment from a doctor not authorized by (USD 495).

Weekly benefits

Benefits are paid by the Kansas Association of School Boards Workers Compensation Insurance Pool. Injured workers are not entitled to compensation for the first week they are off unless they lose three consecutive weeks. The first compensation payment is normally due at the end of the 14th day of lost time. An injured employee is entitled to a weekly amount of 66 2/3% of their average weekly wage up to a maximum of 75% of the state's average weekly wage. These benefits are subject to legislative changes.

Current claims are being administered by KASB Workers Compensation Fund, Inc. Their claim office is located at 1420 SW Arrowhead Road, P.O. Box 4526, Topeka, KS 66604, telephone 785-273-3600.

Any questions or requests for additional information should be directed to Bonnie Carlson at (USD 495).

