

**USD# 340
JEFFERSON WEST**



**2011-2012
CLASSIFIED HANDBOOK**

Approved: 06/13/2011

INTRODUCTION

The contents of this handbook should not be considered as either an expressed or implied contract between Jefferson West - U.S.D. #340 and any classified employee. This handbook is provided as a means of informing the classified employee of the conditions of employment for working with U.S.D. #340. It has been developed to provide an informational source and guideline for the classified employee regarding school district rules and regulations as well as employee benefits. In no way shall this handbook be intended to overrule, or be construed as board of education policy. The right to change any item in this handbook is reserved by the school board, the superintendent, or his/her designee upon approval of the Board of Education.

EQUAL OPPORTUNITY

Jefferson West - U.S.D. #340 will maintain a policy of nondiscrimination with all employees and applicants for employment. All aspects of employment will be governed on merit, competence and qualifications and will not be influenced in any manner by race, color, religion, sex, age, national origin, handicap, or any other basis by statute.

All decisions made with respect to recruiting, hiring, and promotions for all job classifications will be based solely on individual qualifications related to the requirements of the position. Likewise, all other personnel matters such as compensation, benefits, transfers, reduction-in-force, recall, training, education, and social/recreation programs will be administered free from any illegal discriminatory practices.

HARASSMENT

Under Title VII of the Civil Rights Act of 1964 as amended by the equal employment opportunity act of 1972, all employees have the right to work in an environment free from intimidation and harassment because of their sex, race, age, religion, and ethnic origin. This school district prohibits any physical, verbal or visual harassment. An employee should report any complaints to the superintendent.

DEFINITIONS

Classified Personnel

(Sometimes referred to as non-certified) those staff members who perform services which do not require teacher, administrator, or other certification granted by the Kansas State Department of Education. Classified personnel include, but are not limited to: District Clerk, District Treasurer, District Data Collection Clerk, Central Office Secretaries, Building Secretaries, Clerical Aides, Teacher Aides, Paraprofessional, Food Service Workers, Maintenance and Custodial Workers, and Bus Drivers.

Full-time Twelve (12) Month Employees

Full-time twelve (12) month employees are those employed for six (6) or more hours per day for twelve (12) months.

Full-time School Year Employees

Full-time school year employees are those assigned to work four (4) or more hours per day for at least nine (9) months that school is in session.

Part-time Employees

Part-time employees are those employees assigned to work less than four (4) hours per day. Bus drivers, temporary employees, and substitute employees are considered as part-time.

Temporary Employees

Temporary employees are those employed in a position expected (at the time of employment) to be in effect no more than ninety (90) calendar days. A temporary employee filling the same position more than ninety (90) calendar days shall be considered as becoming full-time and will be placed on probationary status (Re: page 3) if all other eligibility requirements are met and shall be entitled to all benefits accrued from date of employment.

Administration

Administration is defined as those persons to whom classified employees are responsible and work under the supervision of. Normally, administration shall include the Superintendent, Building Principals, and Assistant Principals.

Immediate Supervisor

Immediate Supervisor is defined as the person to whom the classified employee is responsible and works under on a daily basis. (i.e. Transportation Supervisor, Food Service Supervisor, and Custodian/Maintenance Supervisor).

EMPLOYMENT RELATIONSHIP

Appointment

Employment with the school district is based on a mutual agreement, the fulfillment of which rests upon good faith, acceptance and performance of job responsibilities, and fair and reasonable business conduct. All newly hired employees will receive an appointment to the job.

Probation

A sixty (60) working day probationary period is assigned to all newly hired employees. The purpose of the probationary period is to provide the administration and immediate supervisor(s) an opportunity to observe the new employee's capabilities and gather additional background information. Employment can be terminated any time during this period and employees are not eligible for any leave benefits. At the end of sixty (60) working days, if the employee's performance is satisfactory, the employee will be placed on regular status. Once on regular status, the employee will be eligible for all leave benefits earned from the starting date of employment. If it is apparent that the employee is not performing satisfactorily and if training or counseling has not resulted in sufficient progress, the employee may be terminated without advance notice during the probationary period.

Termination

Employees may be terminated upon the recommendation of the Superintendent or his/her designated representative. Two (2) weeks severance pay may be given if recommended by the Superintendent. Elimination of the position or misconduct on the part of an employee may result in his/her immediate dismissal without consideration of severance pay. Any person whose employment is terminated through dismissal for misconduct will forfeit all accrued privileges, including leave entitlement. Paychecks will be issued at the next regular pay period following termination. Employees dismissed for willful mis-conduct may be ineligible for re-employment.

Resignations

Employees must give written notice to resign. They may resign at any time by giving two (2) weeks notice. In the event less than two (2) weeks notice is given, it will be so noted in the employee's record. The Superintendent may permit a waiver of the two (2) week notice if circumstances warrant. Paychecks will be issued at the next regular pay period following the date of resignation.

Contract Renewal

It is understood and agreed to by and between the parties (ie USD 340 Board of Education and Classified Employee) that classified work agreements are employment at will contracts which may be terminated by either party after giving two weeks written notice of termination to the other party, and that neither oral statements nor statements in the employee handbook

nor language contained within the work agreement are intended to create a right to continuing employment. Work agreements can be severed at any given time and are not considered renewable for the next school year until approved by the Board, which typically will be done on a yearly basis at the June board meeting.

Misconduct

Misconduct is defined as a willful violation of a material duty owed to the employer by the employee. Misconduct includes, but is not limited to:

1. Tardiness.
2. Absenteeism.
3. Careless or negligent conduct.
4. Leave without approval.
5. Dishonesty.
6. Insubordination/or refusal to follow directions.
7. Theft of school property.
8. Unapproved use of school premises/property.
9. Unauthorized possession of firearms or other dangerous weapons while on school district property.
10. 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.
11. Abusing school property.
12. Physical assault/battery on another employee or visitor.
13. Divulging confidential information.
14. Violation of school district rules, regulations or policies.
15. Fraud or fraudulent activities.
16. Filing a false timecard.
17. Spreading Negative Information, including work-related and non-work related issues, without addressing the situation with a Supervisor (up or down the chain or command).

Non-school Employment

Classified employees shall not be excused during their regular assigned time schedules to perform outside work. Classified employees shall engage in no outside employment which, by nature or duration, will impair the effectiveness of their assigned duties.

Conflict of Interest

School district employees are prohibited from engaging in activities which will distract from the effective performance of their duties. No employee will attempt to sell, or endeavor to influence any student of this school district to buy any product, article, instrument, service or other such item. No school employee will enter into a business contract with the school district unless the contract is awarded on the basis of competitive bidding.

Conduct

All personnel are expected to maintain their conduct above reproach. Fraternizing and overly friendly situations with students and staff will not be permitted. The use of inappropriate language, gestures or violence will be just cause for disciplinary action. An atmosphere and spirit of cooperation is expected of every employee in the daily performance of his/her job. He/She should communicate well with the people he/she comes in contact with during the course of his/her duties. Insubordination will not be tolerated. Supervisors have the responsibility for those employees they have been assigned to supervise. Their instructions are to be followed at all times, and any refusal to do so shall be reason for termination.

Appearance

Employees will be expected to wear appropriate attire to maintain a neat, clean appearance. Those employees provided uniforms are to wear them whenever on duty any time students or public groups are in the building.

Job Descriptions

Job descriptions are useful and helpful in staffing, wage and salary placement and training. Also, job descriptions can assist employees and supervisors by communicating job responsibilities and expectations. On the contrary, job descriptions are merely guidelines which can be changed over time to meet present demands and expectations for the School District. Employees may be asked to perform duties and handle responsibilities that are not in their job descriptions.

Evaluation of Classified Employees

The desire of the School District is to employ and retain those persons who will continue to grow and improve in the performance of their employment duties. In order to maintain a high standard of performance and to continue the improvement of support services, yearly performance evaluations will be completed for all classified employees. Your evaluation will be conducted by your immediate supervisor or by administrative personnel.

Jury Duty

The Board shall grant the employee the time necessary for jury duty or in the event that an employee is subpoenaed to appear in court for work related incidents. This time shall not be subtracted from any authorized leave allotment. The employee shall receive his/her regular rate of pay for that day. The employee shall provide a copy of the jury summons/subpoena to his/her supervisor for submission to the payroll clerk.

Absence from Work

Good attendance is an essential part of every employees job description and is important to the overall productivity of the school district and will reflect very strongly on an employee's evaluation as well as his/her value to the employer. If an employee is unable to report for work he/she should personally (if able) call his/her immediate supervisor. This should be done at the earliest possible time the employee knows he/she is unable to report for work. If the immediate supervisor can not be contacted, you should contact the appropriate

supervisor.

A classified employee whose personal illness or physical disability precludes such employee from performing his/her employment duties for a period of time in excess of accumulated personal/sick leave may be subject to termination.

In the event of an emergency involving the employee or his/her family which requires the employee to leave the job site, he/she MUST inform his/her immediate supervisor. If he/she cannot contact their supervisor, then they should contact the Superintendent or his designee. If unsuccessful, a fellow employee MUST be contacted and requested to inform the supervisor or Superintendent as soon as possible.

Chain of Command

“In the event an employee has a concern, the employee is to follow the proper chain of command to voice that concern. If the issue is not resolved after it is brought to the supervisor’s attention, the employee should then take the concern to the next person on the chain of command and so on through the entire chain of command. So as to ensure accountability by all parties, it is important for the employee and the supervisor to document in writing when concerns are expressed.”

| | | | |
|-------------------------|-------------------------|------|-----|
| Bldg Sec/Aides/Paras | Principal | Supt | BOE |
| Central Office Employee | | Supt | BOE |
| Food Service | Food Service Director | Supt | BOE |
| Maintenance/Custodial | Maintenance Director | Supt | BOE |
| Transportation | Transportation Director | Supt | BOE |

HEALTH AND SAFETY

Fire Prevention

Employees should be constantly on the alert for potential fire hazards and should report such hazards to their immediate supervisor. All employees should familiarize themselves with building warning signals and evacuation procedures.

Health

All classified staff members (except temporary workers and substitutes) are required to furnish a statement of satisfactory health upon starting their tenure. This Kansas law (72-5213) requires all persons (employees or other persons under the supervision of the school district) who come in regular contact with the pupils to submit a health certificate signed by a person licensed in any state to practice medicine or surgery. The certificate, the form for which is prescribed by the Secretary of Health and Environment, must indicate that such person is free from a condition that would conflict with the health, safety or welfare of the pupils and that freedom from TB has been established by a chest X-ray or negative skin test. Additional certification may be required whenever the Board of Education or administration has a reason to believe that such a person is suffering from an illness that might be detrimental to the health of pupils. The district will reimburse a portion of the exam. A receipt must be presented to the Central Office in order for the reimbursement to be processed. The amount of reimbursement will be established by the Board of Education.

Injury

In the event an employee is injured at work, he/she shall inform his/her supervisor and the Workers' Compensation Coordinator by the end of the business day following the date of accident. A file number will be assigned when reporting injury to the workers' compensation coordinator. All accidents must be reported whether or not medical treatment is sought. Paperwork will be completed by the injured employee and overseeing supervisor to address safety concerns. Any employee needing a medical assessment, due to injury at work, will be required to visit the **Dedicated Clinic** at the named health facility. It is in your best interest to keep copies of all doctor's orders and provide a copy to the central office for their files. Be sure to inform the doctor or hospital that you are covered by Jefferson West Worker's Compensation Plan.

REQUIRED RECORDS

Payroll information

The following information and/or forms are required to be maintained in the central office:

1. Copy of employee application
2. Federal & State W-4 withholding form
3. I-9 form for Immigration and Naturalization
4. 2 forms ID as per instructions on I-9 form
5. Physical examination forms/TB Skin Test Results
6. Salary schedule placement
7. Building/position placement
8. Time cards (worked)
9. Absences for annual leave and vacation leave
10. Loyalty Oath

An employee's individual records can be made available for inspection upon his/her request.

Time Cards

Each employee is required to maintain an accurate time card and turn them into their immediate supervisor at the end of each pay period, or weekly in the case of drivers. All time cards must be approved and contain the signature of the immediate supervisor or designated Administrator.

Payroll Deductions Information

There are two types of payroll deductions - mandatory and voluntary. The mandatory deductions will be withheld automatically. The voluntary deductions must be authorized by the employee. The following are some examples of each:

Mandatory:

1. State and Federal Income Tax
2. Social Security
3. Retirement (KPERs) - for those qualified
4. Garnishment

Voluntary:

1. Health Insurance - for those qualified
2. Tax Sheltered Annuities
3. Denison State Bank (Direct Deposit)
4. Educational Credit Union
5. Other as approved

State and Federal Income Tax

State and Federal income tax are withheld at the rates determined by the information from the W-4 form. If you desire any changes from your current status, you will need to submit an updated W-4 form.

Social Security

Social Security rate is 4.2%. Changes in the rate will be available to all employees as soon as learned.

Retirement (KPERs)

Kansas Public Employment Retirement System (KPERs) is a retirement package developed and administered by the State. This program is mandatory on any employee satisfying the 630 hour requirement as established by KPERs.

Health Insurance

Group health insurance is available on an Employee, Employee/Children, Employee/Spouse or Employee/Family plan for all full-time twelve (12) month employees and all full-time school year employees. **(Employees must meet the KPERs minimum requirements of working 630 hours per year to be eligible for the Group Health Insurance).** This area is one most affected by the Section 125 Salary reduction plan our district implemented July 1, 1990. All dollars paid for health care premiums are sheltered from federal and state withholding taxes and social security tax. For current rates and information contact the Payroll Clerk.

Salary Protection

Our district has selected a Salary Protection program. This premium is paid by the district.

Term Life Insurance

The Board of Education shall provide, at district expense, term life insurance for all classified staff at twice his/her annual salary plus additives raised to the nearest \$1,000.

Annuities

For those employees interested the district will deduct from your paycheck an amount designated by you to be paid into an annuity.

125 Plan

- A. Medical Insurance
- B. Medical Expense Reimbursement
- C. Dependent Care Reimbursement

You may have deducted from your paycheck designated amounts to be paid into any of the three above plans. This will be before tax dollars.

District Hold Harmless Clause

Classified personnel shall assert no claim against the district, its Board of Education and members thereof, or district employees and agents, for any act or omission relating to this policy and the implementation of the provisions of this policy.

GENERAL INFORMATION/REQUIREMENTS

Technology Use Form

This form is required to be signed by all employees accessing the school network.

Meal Time

A bona fide meal period which occurs during the scheduled workday (greater than six hours) is not hours worked if the employee is completely relieved from duty for the purpose of eating a regular meal. Unless otherwise stated a bona fide meal period will be 30 minutes in length.

When an employee's bona fide meal period is interrupted for work related duties they are to indicate the same on that time card so compensation can be given. Stated in another way, all employees employed more than six (6) hours must show a meal period of at least 30 minutes on their time card. If they are interrupted for work related duties during the meal period the employee is to so indicate on the time card and they will be compensated for the bona fide meal time.

Rest Periods

Rest periods or "coffee breaks" of ten (10) minute durations will be counted as hours worked. A total of two (2) rest periods may be taken during an eight (8) hour day.

Inclement Weather

All full-time twelve (12) month employees are expected to report to work on days when school for students has been canceled due to inclement weather unless otherwise notified. Full-time twelve (12) month employees will be required to work these days or take them as vacation, personal leave, or use comp time.

An announcement through School Reach will be generated notifying employees that school has been cancelled due to inclement weather.

It is not possible for your immediate supervisor to have time to call each driver in case school has to be dismissed early because of weather. The calling system through School Reach will be used to notify drivers in the event that school is called off during the school day. Drivers will be called as early as possible as soon as the decision is reached to call off school.

Inclement weather announcements will also be made on local media broadcasting networks: WIBW AM (580), WIBW FM (94.5), and WIBW TV (Ch 13), NBC (Ch 27), FOX (Ch 43) and ABC (Ch 49).

Aides, Secretaries (Building), cooks, etc., will not be required to work as these days may be made up at a later date, but their salary will be adjusted accordingly.

Worker's Compensation

The Board of Education will provide worker's compensation insurance which provides benefits in the event of a work-related injury or illness. Benefits help pay for medical treatment and any income you may lose while recovering. Specific benefits are prescribed by law, depending on the circumstances of each case. To be assured of maximum coverage, you are required to report work-related accidents by the end of the following business day to your supervisor and the Workers' Compensation Coordinator. Both injured employee and supervisor must complete the necessary paperwork to address any safety concerns. Failure to comply with the district guidelines regarding Workmen's Compensation is grounds for disciplinary action or termination.

Transfers

The Superintendent and Building Principals (with the exception of Assistant High School Principal in charge of Transportation) have the responsibility for assignment of individual classified employees. A classified employee may be reassigned or transferred when it is deemed to be in the best interest of the school district.

The Superintendent or designated immediate supervisor of drivers has the responsibility for assignment of individual bus drivers. A bus driver may be reassigned/transferred when it is deemed to be in the best interest of the school district.

Use of School Equipment

No property owned by Unified School District #340 shall be used for personal reasons away from the work station unless prior approval has been granted by the Superintendent or the Building Principal.

Use of District Owned Cell Phones

District-owned cell phones are only for school-related use. Employees utilizing district-owned cell phones will be assessed taxes of \$10.00 per month for personal use.

Driver's License

School employees that drive any school vehicle are expected to have in their possession a valid Kansas Driver's License when operating school district vehicles. Employees operating school buses (10 students or more) must possess a valid license to operate a school bus. They must also have current qualifications for first aid and defensive driving. In addition, all state regulations must be met.

Driver Qualifications: Drivers must be 21 years of age and hold a valid Commercial Driver's License (CDL with "S" and "P" endorsements).

The driver must complete an approved first-aid course. The driver must maintain an approved (state) driver improvement course certification and attend monthly safety meetings.

Drug Free Workplace

Maintaining a drug free work place is important in establishing an appropriate learning environment for the students of the district. The unlawful manufacture, distribution, sale, dispensing, possession or use of a controlled substance is prohibited in the district.

Drug Free Schools

The unlawful possession, use, sale or distribution of illicit drugs and alcohol by school employees on school premises or as a part of any school activity is prohibited. This policy is required by the 1989 amendments to the Drug Free Schools and Communities Act, P.L. 102-226, 103 St. 1928.

Tobacco Use Free Policy

The use of tobacco in any form is prohibited in or on all district owned, leased, or rented personal or real property.

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. Board approved rules and regulations necessary to implement the testing program shall be on file with the clerk.

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

Each new employee shall be informed that compliance with the required elements of the testing program is a condition of employment as a driver in the district. All employees shall be informed of this policy on an annual basis.

Reimbursement for Additional Training

Classified employees will receive \$80 per credit hour reimbursement for college classes upon proof of successful completion (grade of C) with pre-approval given by the Superintendent, up to and including 16 hours per year. An employee who receives reimbursement under this benefit must maintain employment with USD #340 for six months or else must repay the reimbursement amount to the district.

Reimbursement for Travel

Travel between centers shall be reimbursed at the maximum rate allowed by the State of Kansas (effective 7/1/08 .505e) when an employee travels to another building, the post office, and bank or while performing other official school business. As long as reimbursement above the State allowed rate does not occur, this will not be viewed as a taxable benefit per IRC guidelines.

COMPENSATION

Salary: Classified employees shall be paid according to the salary schedules or wages established each year by the Board of Education. Annual advancement is not guaranteed but will be based upon, but not limited to, the following factors: Job Performance; Improvement of Skills; Cooperation and Attendance.

Pay Period: Pay checks will be issued on the 15th day of the month, should the 15th fall on a Saturday, Sunday, or Holiday, checks will be issued the day prior. Payroll cut-off will be the end of the month prior.

Assigned number of working hours: Each classified employee shall be assigned a maximum number of hours to work each day for the position held. The assigned number of hours per day cannot be exceeded without the prior approval from administration. In case of an emergency or perceived need, the administration may require overtime.

Nonexempt/Exempt Employees

Nonexempt employees will be paid only for actual hours worked unless they receive benefits under the company's paid leave policies.

Exempt employees are paid on a salary basis and, in general, must be paid their full salary for any week in which they perform work. They must also provide supervision to a minimum of two employees.

Figuring time cards: All classified employees will fill out their time card to the nearest minute. Time clocks will not be used.

Overtime Payment/Compensatory Time

Pay for actual time worked in excess of forty (40) hours a week shall be paid at one and one-half (1 ½) times the regular rate and shall be approved by the superintendent or his/her designee .

Compensatory time in lieu of overtime pay may be taken at one and one-half (1 ½) per overtime hour worked. No more than 240 hours of compensatory time may be accumulated, and the employee may be required to use the compensatory time. Compensation time must be used during the year in which it was earned. No substitute personnel shall be employed to cover the absence of the employee. Compensatory time earned and taken within the same work week that does exceed 40 hours does not constitute overtime.

Shuttle Routes: Shuttle routes such as Middle School track, High School baseball, etc. will be paid as noted.

Activity Driving: A driver may start his/her driving time when they pre-trip. Driving time will end when you have off loaded all students and parked at your destination. Driving time will start again when you prepare to leave your destination to travel back to your starting point. Driving time may be calculated from your final drop point to the bus yard. **Drivers are required to report at the departure location ten minutes prior to the scheduled activity leave time.**

Referral Incentive Program

If a current USD 340 employee serves as the direct conduit in the hiring of a new employee for USD 340, the original employee will receive a one-time payment of \$100.

- *In order for the referring employee to qualify for this payment, the employee who is newly hired must work for the district for a specified amount of time.
- Official paperwork specifying the referring employee must be on file with the Clerk of the Board in order for a payout to be made.
- There may only be one referring employee per newly hired employee.
- The incentive pay shall be rewarded to the deserving employee in the paycheck following completion of the qualifying period of time.

*Full-Time Employee: Must work for ninety days
Substitute Employees: Must fill in twenty-five times

BENEFITS

Personal/sick leave: All classified employees shall begin the year with ten (10) days leave, reflective of their scheduled daily work hours, beginning with the first day of the new year (July 1st for 12 month employees - first day of work for school year employees). All unused leave will be reimbursed at the hourly rate times the designated hours to work. Regularly assigned bus drivers will acquire personal leave based on their pay for a complete daily assignment (i.e. morning and afternoon routes, pre-school route, full-time special ed routes, vo-tech, and shuttles.)

New employees shall be granted two (2) days personal leave immediately following their probation period (Re: page 3) and shall be granted one (1) day leave per month until his/her total reaches ten (10) days or through May; **no personal days will be granted or available for use during the month of June unless prior authorization and notice is given to the payroll clerk.** One day is equal to the employee's regular working hours in one day.

With approval of the immediate supervisor, an employee may use the leave at his/her discretion. Request for personal leave should be made to the immediate supervisor at least seventy-two (72) hours in advance of the date of the requested leave. The immediate supervisor may make exception to the seventy-two (72) hour requirement in case of emergency.

Leave shall normally be granted; however, professional judgment must be used when considering leave the day prior to or following a holiday, when qualified substitutes are not available, requesting several days in a row, etc.

Personal leave and hours worked combined within one week shall not enable an employee to receive overtime. For example: If an employee assigned eight (8) hours per day works four (4) days for eight and one half (8.5) hours for a total of thirty-four (34) hours, they could not take personal leave the fifth day of eight (8) hours which would normally allow them overtime. Hours worked and personal leave hours combined may not exceed forty (40) hours in one week.

Personal Leave for Bus Drivers: One day of personal leave per month (reflecting assignment) starting in September of each year continuing monthly through May, will be available to Regular Route Drivers, Vo-Tech Drivers and regularly scheduled Special Ed. Drivers.

At the end of the school year, if you have any personal days unused you will be compensated for these days at the same rate as figured above. This payback will be paid at the end of June pay period. There will be no personal leave days available for summer driving.

Paid Holidays: Full-time twelve (12) month classified employees shall be paid for the following Holidays.

1. New Year's Day
2. Memorial Day
3. July Fourth
4. Labor Day
5. Thanksgiving Day
6. Christmas Day
7. The day before **or** after Christmas (as determined by the Superintendent)

Full-time school year classified employees shall be paid for the following holidays.

1. New Year's Day
2. Memorial Day (if employee works the week following this holiday)
3. Labor Day
4. Thanksgiving Day
5. Christmas Day
6. The day before **or** after Christmas (as determined by the Superintendent)

Paid Holiday time and hours worked combined within one week shall not enable an employee to receive overtime. For example: If an employee assigned eight (8) hours per day works four (4) days for eight and one fourth (8.25) hours for a total of thirty three (33) hours, they could not be paid eight (8) hours for a paid Holiday which would give them a total of forty one (41) hours which would normally allow them overtime. Hours worked and paid Holiday time combined may not exceed forty (40) hours in one week.

Vacation:

Only full-time employees who are employed on a twelve month basis are eligible for vacation leave. Vacation will be awarded on July 1 at the following schedule:

| | | |
|-----------|----------------|-----------|
| 0 -1 yr | .834 day/month | 80hrs max |
| 2-5 yrs | 1.00 day/month | 96hrs |
| 6-10 yrs | 1.25 day/month | 120hrs |
| 11-15 yrs | 1.5 day/month | 144hrs |
| 16+ yrs | 1.75 day/month | 168hrs |

12 month full time employees that have not completed one year of service will accrue vacation at the following rate: .834 day/month. Employees new to the district may accrue vacation, but may not use those days until after the sixty day probation period has been met.

Vacation time will be accrued on a proportionate basis for those employees assigned to work less than eight (8) hours per day but sufficient hours to be considered full-time (Re: definitions on p 2).

Vacation time is non-accumulative! All vacation leave must be used by **September 1st** following the year in which it is earned. The Superintendent alone is able to make an exception to the September 1st deadline. **Employees will not be reimbursed for unused vacation time - this includes those employees retiring or voluntarily ending their employment.** All unused vacation will be depleted by use, schedule, or forfeiture when

submitting resignation to Superintendent or Supervisor.

Employees are to schedule vacation time with ten days notice being given to administration. The administrator must approve all vacation in advance.

The administrator may approve vacation time during the months of September through May provided request is made at least thirty (30) days in advance and adequate substitutes are available.

Vacation hours and hours worked combined within one week shall not enable an employee to receive overtime. For example: If an employee assigned eight (8) hours per day works four (4) days for eight and three quarters (8.75) hours for a total of thirty five (35) hours, they could not be paid for eight (8) hours vacation which would normally allow them overtime. Hours worked and paid vacation hours combined may not exceed forty (40) hours in one week.

Bereavement leave: Each full-time classified employee (twelve month and school year) shall be allowed five (5) days bereavement leave per occurrence (non-accumulative) for death in the immediate family if during the period of employment during normal business days. Immediate family is defined as: Spouse; Parent (guardian); Children (dependents, including step-children); three (3) days bereavement leave per occurrence (non-accumulative) for death in the family being defined as: Grandparent; Grandchild(ren); Brothers; Sisters; Aunts/Uncles; or In-laws as related to above members of household.

Family and Medical Leave

District employees shall be provided family and medical leave as provided by a plan approved by the board. The plan for providing leave under this policy shall be filed with the clerk of the board and made available to all staff at the beginning of each school year. Eligible employees must meet the required prior year worked hour schedule as defined in the Federal regulation.

Military Leave

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

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

Army, Navy, Marine Corps, Air Force or Coast Guard; Army Reserve, Navy Reserve, Marine Corps Reserve, Air Force Reserve or Coast Guard Reserve; Army National Guard or Air National Guard; Commissioned corps of the Public Health Service; Any other category of persons designated by the President in time of war or emergency.

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

Active duty.

Active duty for training.

Initial active duty for training.

Inactive duty training.

Full-time National Guard duty.

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

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

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

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

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

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

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

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

the application for reemployment is timely;
the five-year service limitation has not been exceeded; and,
separation from service was under honorable conditions.

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

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

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

The most current guidelines for the USERRA Act will be followed.

CLASSIFIED BASE STARTING WAGE SALARY SCHEDULE 2011-2012

CLERICAL:

| | |
|--|---------|
| 12 Month Secretary | \$ 9.94 |
| Principal Secretary | \$ 8.90 |
| Clerical and Instructional Aide (as listed) Art, Computer, Library, Title 1, AD, Office | \$ 8.30 |
| Substitute | \$ 7.80 |

CUSTODIAL/MAINTENANCE:

| | |
|-------------|---------|
| Custodial | \$ 8.90 |
| Maintenance | \$10.44 |
| Substitute | \$ 8.40 |

FOOD SERVICE:

| | |
|----------------------------|--------|
| Certified Head Cook | \$8.90 |
| Head Cook & Certified Cook | \$8.68 |
| Cook | \$8.30 |
| Substitute | \$7.80 |
| Certification – additional | \$0.25 |

TRANSPORTATION SALARY SCHEDULE 2011-2012

| | |
|--------------------------|---------------------------------|
| 65 Passenger Route | \$21.31 |
| Special Ed Routes (JDLA) | \$14.02 (based on driving time) |
| Activity Trips - Driving | \$14.02 |
| Activity Trips - Waiting | \$ 9.32 |
| Pre-School | \$19.02 |
| Meeting Time | \$ 9.32 |

“Sport Shuttles” will pay at Drive/Wait Time.

NEW EMPLOYEES

REQUIRED FORMS AND INFORMATION

1. EMPLOYEE APPLICATION
2. W-4 WITHHOLDING FORMS
3. I-9 EMPLOYMENT ELIGIBILITY APPLICATION
 - A. Two forms of identification as per instructions on form
4. PHYSICAL EXAMINATION VERIFICATION – TB Skin Test Results
5. CURRENT COMMERCIAL DRIVER'S LICENSE (FOR BUS DRIVERS)
WITH "S" & "P" ENDORSEMENTS
6. CURRENT FIRST AID CERTIFICATION CARD (FOR BUS DRIVERS)
7. CURRENT DEFENSIVE DRIVER CARD (FOR BUS DRIVERS)
8. LOYALTY OATH
9. EMERGENCY NOTIFICATION FORM
10. TECHNOLOGY USE FORM
11. PAYROLL DEDUCTION AUTHORIZATION FORM
12. DIRECT DEPOSIT AUTHORIZATION FORM
13. HEALTH INSURANCE (ONLY IF APPLICABLE). ***
 - A. Completed application form
14. SALARY PROTECTION APPLICATION
15. LIFE INSURANCE APPLICATION
16. KPERS APPLICATION. ***
 - A. Application
 - B. Primary beneficiary form
 - C. Secondary beneficiary form (Optional)

APPLIES ONLY TO EMPLOYEES MEETING 630 HOUR WORK REQUIREMENT AS DESIGNATED BY KPERS.

ACKNOWLEDGEMENT AND RECEIPT OF CLASSIFIED HANDBOOK 2011-12

I, _____, hereby acknowledge receipt of the Classified Handbook for
(print name)

2011-2012. This handbook is not a contract guaranteeing employment for any specific duration. This handbook is only a general guide to current employment policies and to some of the benefits and responsibilities as an employee of Jefferson West USD 340. It is informational only, and is not intended to be and should not be construed as a contract.

Employee Signature

Date