

**CLASSIFIED PERSONNEL
HANDBOOK**

2018-2019

**Hutchinson Public Schools
Hutchinson, Kansas**

Classified Advisory Council Information

The Classified Advisory Council meets on a monthly basis with the Superintendent to discuss issues and concerns and to explore ideas and concepts. Each classified employee group has representation on the council. If you have an issue you believe is appropriate for the council to address, please contact your representative.

Classified Advisory Council Members

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The Classified Council meets the first Wednesday of the month.
Anyone may contact any of the members with an issue to bring to the Council.

Classified Personnel Handbook

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USD 308 Mission

Students graduate with the knowledge, skills and behaviors to be college and career ready.

Change to the 2018-19 Classified Handbook

Beginning with the new insurance plan year on January 1, 2019, the Board of Education will increase its monthly contribution toward employee health insurance from \$455 per month to \$485. This will be reflected on the employee's December check. Health insurance benefits for classified staff and licensed are the same.

The calculation for sick leave has been changed to increase the amount of sick leave for classified staff. Employees will now receive the equivalent in hours of one day per full month of work. Sick leave will be awarded for the first and last month of the work calendar according to the following: 7 to 13 days is ½ day of sick leave and more than 13 days worked is a full day of sick leave.

In keeping with the change in movement dates for licensed staff, classified can now submit documentation on September 15 or February 15.

GENERAL COMMENTS

- This handbook is not an employee contract. Further, this handbook is not to be considered as either an expressed or implied contract between the school District and the employee. No employee has authority to create an employee contract by modification of this document.
- Anytime the Superintendent is mentioned in this manual, the Superintendent's designee is implied.
- This handbook may be changed or modified and items added or deleted at any time as jointly recommended by the Superintendent, the Classified Advisory Council and approved by the Board.
- Classified employees are employees-at-will, and employment may be terminated at any time, with or without cause.
- Classified employees will be given a work schedule by the employee's supervisor. The employee is expected to be at work during the hours specified on the work schedule, unless the supervisor has been notified of a reason for the employee to be absent. Employees are expected to arrive at work on time and depart work at the time specified on the work schedule. Regular attendance is a condition of continued employment and excessive or unexcused absences may result in disciplinary action up to and including termination. See "Work Schedules," District Policy GCR, p. 46.
- The Classified Advisory Council sponsors the selection of a Classified Employee of the Year.

INTRODUCTION

This handbook is provided for all classified employees as an attempt to clarify, standardize and bring consistency to the rules, regulations and policies that govern the employment and working conditions of the classified staff. This handbook is not an employee contract. Further this handbook is not incorporated in, or made a part of, any employee contract.

It is important that each classified employee read and understand the contents of this handbook. An attempt has been made to cover many issues that may affect the working conditions of classified employees. Should any employee have questions after reading this handbook, the employee should discuss it with the employee's supervisor.

Classified employees are extremely important to the operation and mission of the Hutchinson Public Schools. Education simply could not happen without the cooperation, commitment and diligence of the support staff. The classified staff is vital to the continued striving for excellence in the school District. Thank you for your dedication to the Hutchinson Public Schools.

EQUAL OPPORTUNITY EMPLOYER

USD 308 does not discriminate on the basis of race, religion, color, national origin, sex, disability or age in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups. See District Policy, GAAA, p. 38.

DEFINITIONS OF CLASSIFIED PERSONNEL

Classified personnel are those employees of the Hutchinson Public Schools who are not required to hold a Kansas State Educational License. Full-time employees are those working 40 hours per week for 12 months. A part-time employee is an employee working less than 40 hours per week, 12 months or less. See "Full Time Classified Personnel," District Policy, GCRA, p. 45.

Benefits and Compensation

Health Insurance

Employees shall be eligible to purchase health insurance under the District health insurance program effective if they work an average of 25 hours or more per week, regardless of employee classification. This is the same plan offered to licensed staff. The District's contribution to premiums shall not be less than that required under the Affordable Care Act of 2010 or other applicable law, and shall not be prorated for employees working less than 40 hours per week.

Generally, employees who are participants in USD 308's group health care plan at the time of termination may elect to continue their participation in those benefit plans for up to 18 months. You will be notified by letter at the appropriate time of your rights under COBRA.

Leaves and Absences

Sick & Bereavement Leave – Full-Time Yearly

Employees receive the equivalent in hours of one day per full month of work. Sick leave will be awarded for the first and last month of the work calendar according to the following: 7 to 13 days is ½ day of sick leave and more than 13 days worked is a full day of sick leave. On July 1, any unused sick and bereavement leave hours may be carried over. Sick leave can be taken on the ¼, ½, ¾ or full hour increments as needed.

Sick and bereavement leave may be used for the employee's own illness or for the critical illness or death in the employee's immediate family.

The "immediate family" is defined as "father, mother, sister, brother, husband, wife, son, daughter, grandparents, grandchildren, aunt, uncle, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or any other person who makes his or her home permanently in the household of the district employee." The district will pay for a substitute, if necessary.

After an employee has been with the district twenty (20) years, each year the employee shall earn additional sick leave hours equivalent to one (1) day for each additional year of service, not to exceed one (1) day per year.

If an employee does not use accrued sick leave, it will accumulate indefinitely; but the limit for sick leave with pay for any fiscal year is sixty days – twelve school weeks. An employee whose own personal illness has extended beyond the sixty day limit may be permitted additional sick leave time with pay as set out below:

- the employee has at least 10 years of continuous service
- the employee has accumulated sufficient sick leave
- the employee has a single illness of continuing duration which has lasted more than 60 days.
- the employee has a continuing single illness which requires intermittent absences of more than 60 days.

This sick leave is limited to the following schedule:

<u>Years of continuous service</u>	<u>Number of days</u>
1 – 10 years inclusive	12 weeks (60 days)
11 – 15 years inclusive	10 additional days (70 days, total)
16 – 20 years inclusive	15 additional days (75 days, total)
Over 21 years inclusive	20 additional days (80 days, total)

To become eligible for the above extension of the use of accumulated sick leave time, the employee is required to present to the office of the Superintendent a statement from a licensed physician certifying the health status of the employee.

Unused Sick and Bereavement Leave Reimbursement

At the time of a retirement or resignation in good standing an employee will receive compensation (less deductions) for unused sick leave according to the table below:

Between 45 and 64 days	\$500
65- 79 days	\$750
80- 109 days	\$1,000
110 days or higher	\$1,500

Total days will be determined by dividing the employee's accumulated sick leave by the hours of the employee's daily work assignment.

An employee who does not qualify for compensation listed above will receive cash in the amount of .94¢ (less deductions) for each hour of unused sick and bereavement leave accumulated.

Sick & Bereavement Leave – Part-Time

Employees who are regularly employed and work less than full-time shall receive pro-rated sick and bereavement leave benefits proportionate to the leave time allocated to a full-time employee.

Sick Leave Notification

Employees who cannot report to work because of illness or anticipate being late, must notify their immediate supervisor within one hour of scheduled start time of each day of absence unless granted an authorized leave.

Food Service	Cooks notify the Base Kitchen Manager of the building, who will then arrange with the food service secretary regarding a substitute for the day.
Kitchen Managers	Notify the Director of Nutrition Services.
Maintenance	Notify the Director of Support Services.
Custodians	Notify the Director of Operations/building principal.
Secretaries	Notify the building principal. Secretaries working at the Administration Center are to notify their supervisor.
Aides & Paras	Notify the building principal and/or the immediate supervisor.

If an employee is ill more than five (5) consecutive working days, a statement from a physician may be required before you will be permitted to return to work. The medical statement must be submitted to the employee's immediate supervisor and a copy sent to Human Resources.

Sick Leave Pool

A sick leave pool will be initiated and maintained for the benefit of all USD 308 school personnel.

A. The sick leave pool will be governed by an employee committee having the following representation:

- Two teachers appointed by the President of NEA-Hutchinson.
- Two classified employees appointed by the Classified Advisory Council.
- Two Administrators-one principal and one other administrator, both selected by the Hutchinson Administrative Leadership Team.
- Two ex-officio members (the President of NEA-Hutchinson and the Superintendent of Schools).

The sick leave pool committee will be co-chaired by the two ex-officio members. All records will be maintained by the Human Resources Office in collaboration with the President of NEA-Hutchinson. Monthly statements will be issued by the Human Resources Office and received by the sick leave pool committee.

B. MEETINGS

The sick leave pool committee will meet on an as needed basis. The Director of Human Resources and the President of NEA-H will prepare the agenda in advance. In case of an emergency, the co-chairpersons may call a special meeting of the sick leave pool committee. If the Director of Human Resources has received a request for use of the sick leave pool, and in his/her opinion, a meeting is not necessary to decide the outcome of the request, the HR Director may send information electronically to all voting members of the committee asking each member to cast his/her vote by return e-mail. The HR Director will inform all members of the committee the results of voting cast electronically.

C. MEMBERSHIP

Each newly hired employee named to a permanent position will be given the opportunity to join the sick leave pool by donating one (1) day of sick leave days received in the school year he/she is employed. Open enrollment in the sick leave pool will be limited to the first twenty (20) working days of employment for any employee.

Employees who did not elect to join the sick leave pool upon employment may join at the beginning of any school year until the end of open enrollment for fringe benefits. The required donation days at this time will be two (2) days.

D. APPLICATION

Members of the sick leave pool may make application for up to thirty (30) sick leave days in the event of extended or on-going disability due to illness or injury to self or immediate family. The application for sick leave pool days must be accompanied by a physician's statement verifying the need for the extended or ongoing leave. Extended disability is defined as any health issue that lasts three (3) or more consecutive days. On-going disability is defined as an employee or immediate family member who remains under continuous care of a physician for a specific medical condition. Application may also be made in the event of the death of an immediate family member as defined in Article II D. 1. Documentation would be required, such as photocopy of the death certificate or obituary. Days borrowed would only allow for attendance at the funeral and related memorial services.

Upon return to full-time service the employee must repay the pool fifty percent (50%) of all borrowed days, at a rate not less than two (2) days per year thereafter. The debiting of the repayment of the days will be done at the beginning of a new school term. If the employee wishes to pay back more than the minimum number of days, a letter including the number of days to be paid back must be submitted prior to the first day of school to Payroll. If any employee retires, resigns, or is terminated at any time after return to service, an amount will be deducted from the employee's last pay check equal to his/her daily rate of pay for fifty percent (50%) of those days not returned to the sick leave pool. However, if the illness or injury is such that the employee is unable to return to work, no payment will be required. In the event that the employee returns to work prior to using all of the requested days, the extra days will be automatically returned to the sick leave pool. The employee will only be required to pay back fifty percent (50%) of the days used, not borrowed.

An employee must use all but up to five (5) days of his/her own sick leave prior to using days from the sick leave pool.

E. LIMITATION OF UTILIZATION

At no point may any employee owe the sick leave pool more than thirty (30) days, except when granted through an appeal process as outlined below. An employee may make application for additional sick leave pool days before all the sick leave days have been repaid by the employee up to a limit of thirty (30) days within any fiscal year/school term.

F. APPEAL

When an application for sick leave pool days is denied by the committee, the employee may appeal the decision of the committee back to the committee for additional consideration.

When an employee has utilized the thirty (30) sick leave days, all other available leave days, and is not receiving benefits from a salary protection insurance policy or any other form of disability benefits, the employee may appeal to the sick leave pool committee for additional days beyond the thirty (30) days. In such cases the employee's appeal must be accompanied by a physician's statement documenting the need for additional absence from work.

G. MAINTENANCE OF POOL

At the onset of the sick leave pool, the Board of Education will make a one-time donation of one day for each day donated by a school employee to the sick leave pool. When the aggregate of the sick leave pool reaches a low of one hundred days, each member of the sick leave pool will be automatically debited one day and so notified by the Superintendent of Schools.

H. DONATION OF UNUSED DAYS

Employees, who retire from the district or terminate from the district in good standing, may donate up to twenty (20) unused and unpaid sick and bereavement leave days to the sick leave pool, provided the sick leave pool has a total of not more than one thousand (1,000) days in the pool.

Pregnancy/Adoption Leave

An employee who is otherwise eligible may take up to up to 12 work weeks of job-protected unpaid leave for the birth or placement of a son or daughter, or to bond with a newborn or newly-placed son or daughter, as provided in the Family and Medical Leave Act (FMLA, page 9). Such leave shall be concurrent with such employee's available sick leave. If and to the extent that eligible employees are spouses, the available FMLA leave also is subject to the applicable limitations upon FMLA leave for spouses working for the same employer.

An employee who is not eligible for job-protected unpaid leave under the FMLA may use available sick leave and unpaid leave, if necessary, in connection with the birth or placement of a child if and to the extent such leave is required to reasonably accommodate the employee's health condition in accordance with the Americans with Disabilities Act.

Personal Leave

Following sixty (60) days of employment, employees are eligible to use personal days at a rate of two (2) days per school year without loss of pay. Personal leave can be taken in quarter hour increments.

If the employee is hired after January 1st, there will only be one personal leave day granted. Any employee hired after March 1st will have no personal leave until the next school year. Twelve month employees hired after April 1st will have no personal leave until July 1st.

Personal leave for part-time employees will be prorated according to scheduled hours worked. For example: If an employee is scheduled to work two (2) hours a day, they will receive 2 personal leave days at two (2) hours a day. Temporary or summer employees are not eligible for personal leave.

To use personal leave:

- Log into your Skyward account.
- Under the Time Off tab, select My Request, then Add your leave request.

If an employee does not use either or both days of personal leave as provided, unused personal leave will be added to the employee's accumulated sick and bereavement leave automatically at the end of the fiscal year or, at the employee's option, be paid \$15.00 (less deductions) for each day of personal leave unused during the school year. The employee must make written request to the payroll department prior to May 31st of each year. Payment for unused personal leave will be paid by the last day of June.

A classified staff member may convert two (2) days of sick leave to personal leave after the employee has worked for the district for one (1) year. When an employee finds that he/she is in need of a personal day and he/she has exhausted all personal leave, the employee shall submit to his/her supervisor the request for an additional day of leave on the appropriate form. If the supervisor approves the conversion request, he/she will send the form to Payroll where the conversion will take place. Sick leave is to be converted in half or full day increments. Personal leave will not accumulate.

Family Medical Leave Act

District employees shall be allowed FMLA leave as provided by current federal law and regulation. Employees must have worked a minimum of 1,250 hours during the previous year to be eligible for FMLA. This is an unpaid leave and any paid sick leave will run concurrently with any family leave. FMLA requires up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- for incapacity due to pregnancy, prenatal medical care or child birth;
- to care for the employee's child after birth, or placement for adoption or foster care;
- to care for the employee's spouse, son, daughter or parent, who has a serious health condition; or
- for a serious health condition that makes the employee unable to perform the employee's job

Administrative Leave

A classified employee may make application for administrative (emergency) leave for unusual situations which are not covered under other types of leave as described in this handbook. Approval of such leave may be granted by the Superintendent. Administrative leave may be either paid or unpaid leave.

Vacation Leave

Classified personnel employed one year or more in the District and who work full-time, earn vacation leave on a monthly basis in accordance with the chart shown below. Personnel who work between 20 and 40 hours per week and are still considered 12 month employees earn vacation prorated on the number of hours per day. Vacation is credited to each employee's vacation leave on July 1 based on a prorated amount of the number of months worked the previous year. Classified employees working less than 20 hours per week over 12 months earn vacation prorated not to exceed 5 working days.

New Employees: Following the first year of employment and on July 1, the full-time employee will be entitled to vacation at the rate of 0.8333 days/month not to exceed ten (10) for each month worked the previous fiscal year.

Vacation Schedule: Beginning the second year of employment a full-time twelve month employee will be granted vacation time according to the following schedule:

Years Of Service	Days of Vacation	Vacation Earned Each Month
2-5 years	10 days	0.8333 days/month
6 years	11 days	0.9166 days/month
7 years	12 days	1.0000 days/month
8 years	13 days	1.0833 days/month
9 years	14 days	1.1666 days/month
10 years	15 days	1.2500 days/month

Unused vacation may not be carried forward and must be used by June 30th of each fiscal year.

Vacations are to be scheduled through department supervisors. Vacation time may be taken in quarter hour increments. If a paid holiday falls within the vacation period, it will not be counted as a vacation day, but as a paid holiday.

Maintenance employees may take no more than two weeks in a single block of time.

Paid Holidays

Classified personnel shall not be expected to be on duty but shall be paid for the following holidays, as a minimum, providing such holidays occur on a day the employee is scheduled to work and the days are designated as holidays on the school calendar when students are not in attendance.

Independence Day	1 paid day
Labor Day	1 paid day
Thanksgiving	1 paid day
	2 paid days (full-time yearly employees)
Christmas	2 paid days
New Year's Day	1 paid day
Spring Break	2 paid days

Memorial Day

1 paid day

Other paid holidays may be designated at the discretion of the Superintendent. Employees will receive a list of paid and non-paid holidays.

Activity Passes

An employee's district photo-identification badge shall be considered an activity pass. The member's district photo-identification badge shall admit the member and two (2) additional persons to all home regular season activities at which there is an admission charge, provided both persons seeking admission enter the same entrance at the same time. Employees are allowed to purchase district-wide activity tickets at 50% off the current ticket price. Tickets must be purchased by the employee from the athletic office in order to qualify for the discounted rate.

Pay Day

Monthly pay will be available to employees on or before the fifteenth (15th) of each calendar month. If the fifteenth (15th) of the month falls on a weekend or holiday, the payroll checks will be distributed on the last work day preceding the fifteenth (15th).

Adjustments in wages of \$75.00 or less, due to staff error, will be made on the next month's pay check.

Substitute Pay

Any substitute working sixteen consecutive working days in the same position shall be raised from regular substitute to the current base pay used for Level I, Step 2.

In-district Travel

Classified personnel employed by the District, who use their personal cars for in-District travel are reimbursed for approved mileage by the Board of Education. Mileage is recorded on the Work Sheet for Travel, In-District Mileage, and Form 120. The current State of Kansas rate will be paid.

Salary Reductions and Deduction

Classified employees who regularly work at least 20 hours per week are eligible to participate in the District's Section 125 Benefit Plan and the 403(b) plan. For additional information on benefits, call Payroll at 620-615-4043 or 620-615-4044.

Employees should consult their personal tax advisor for information about how participation in the District's Section 125 Benefit Plan may affect their personal tax situation.

Liability

District employees are covered by the District's liability insurances when they are on duty and working within the scope of their employment. Additional information can be obtained from the department supervisor/coordinator or the Business Office, 1520 North Plum, 615-4039.

Early Retirement

Through an early retirement program, employees who meet the established criteria may choose to retire prior to age sixty-five (65).

It is the parties' intent that the District's early retirement incentive plan shall not constitute a non-qualified deferred compensation plan within the meaning of the Internal Revenue Code of 1986, as amended (the "Code"). The parties agree that the provisions of the District's plan shall be construed and applied in accordance with I.R.C. 409A (a)(2), (3) and (4) to avoid the plan's treatment as a failed non-qualified deferred compensation plans as contemplated by Section 409A of the Code and the regulations promulgated pursuant thereto. This paragraph shall be effective for tax years commencing after December 31, 2004, and thereafter.

- A. In order for employees of the District to participate in the voluntary Early Retirement Program, the employee must meet the following eligibility requirements.
1. The employee must be eligible by age and experience for full retirement benefits under Kansas Public Employees Retirement System (KPERS) or must be a minimum of sixty (60) years of age at some time during the calendar year in which early retirement is requested. The employee must be participating in KPERS retirement to participate in the District early retirement program.
 2. The employee cannot be older than sixty-four (64) years on the date of retirement.
 3. The employee shall have a minimum of fifteen (15) years of credited service at least 30 hours per week with the District of which the last ten (10) are consecutive.
 4. The employee shall have a minimum of twenty (20) years of credited service as recognized by KPERS.
 5. Participation in the District's Early Retirement Program by an employee shall not create a hardship for the District.
 6. The participation in the District's Early Retirement Program by an employee must be approved by the Superintendent.
- B. In order to receive early retirement benefits, the employee must provide the following information to the District:
1. A letter stating the employee's desire to participate in the Early Retirement Program.
 2. The anticipated date of retirement.
 3. The employee's birthday and age on the date of retirement.
 4. The employee's current mailing address and telephone number.
 5. The number of years the employee has been employed in the District.
 6. The total number of years of service credit recognized by KPERS.

C. The benefits provided to those who qualify and follow the procedures stated above are as follows:

1. The employee shall annually receive one of the following:

a. Ten percent (10%) of the employee's "average annual income" plus two hundred twenty-five dollars/month (\$225) to be used toward payment of a health insurance policy as part of the District health insurance plan.

OR

b. Fifteen percent (15%) of the employee's "average annual income".

Only those classified employees who were participating in the District health insurance program on September 1, 2003, and those 12 month full-time employees who started after September 1, 2006, and who have continued to participate in the District health insurance program since that date, may choose option 1.a., the ten percent (10%) plus a monthly contribution on behalf of the employee's continuation in the District health insurance program. All other classified employees eligible for early retirement benefits must select option 1.b.

The salary benefits shall be paid for a maximum period of five (5) years, but in no event will salary benefits be paid after the end of the school year when the member reaches the age of sixty-five (65). [Refer to A.1. above] The health insurance benefit begins the month following when the employee's existing contract and health benefit ends. The member may continue his/her health insurance on COBRA after July 1 and before the beginning of the benefit. The health insurance benefit shall continue until the month in which the benefit has been paid for sixty (60) months, or, if earlier, the month in which the retiree becomes sixty-five (65). The member will elect which form of early retirement benefit (10% salary/\$225 monthly health insurance benefit or 15% salary) the member desires on a form provided by the District.

2. If the benefit ends before the retiree reaches age sixty-five (65), the retiree who elected the 10% salary/health insurance benefit may continue the health insurance at his/her own expense until the retiree becomes eligible for Medicare at age sixty-five (65).

Employees, who intend to request early retirement, must notify the Superintendent of Schools in writing on or before March 1 of the school year preceding the start of requested early retirement benefits. Potential retirees who have given written notice will schedule a meeting with the Payroll Office to calculate the annual payment on an Early Retirement Worksheet. The date of the retirement must not be later than July 1 of the year retirement is to begin.

The "average annual income" shall be defined as the average of the employee worksheets over the last 16 quarters of employment. The first payment shall be made the January following commencement of the employee's retirement. Any person who is eligible for early retirement benefits and who, at the time of application for early retirement, is the insured person participating in the District health insurance plan, may choose to continue group health insurance through the District group health insurance program until the early retiree reaches the age of sixty-five (65). Persons who are not a member of the District group health insurance plan at the time of application for early retirement are not eligible to elect the 10% plus \$225/month insurance benefit. Change in category of coverage may be made only in accordance with the following chart in the absence of a life qualifying event.

**Coverage at Time of Application
For Early Retirement**

Options

Single	Single
Family	Single Employee/Spouse Employee/Child Family
Employee/Spouse	Single Employee/Spouse
Employee/Child	Single Employee/Child

3. All early retirement benefits paid by the District shall automatically terminate upon the death of the member or at any time the retiree does not receive retirement benefits from the KPERS or the Social Security Administration for a period which exceeds one month. The retiree or surviving spouse has the option to continue health care coverage at his/her own expense at the current member rate.

Workers Compensation

The District carries workers' compensation insurance for all school employees when they are on duty in the Hutchinson Public Schools and working within the scope of their employment. Workers Compensation Insurance will pay for medical costs which result from an employee being injured on the job. It also provides a benefit for loss of wages if the employee cannot work as a result of an on-the-job injury. Loss of wages benefits begin on the eighth calendar day an employee is unable to work due to a work related injury and are retroactive to the first day off work after missing three consecutive weeks. Such payments are considered to be a portion of the employee's weekly wage. Coverage and benefits are determined by the Worker's Compensation Act of Kansas. By state statute employees who wait longer than twenty (20) days to file a work comp claim may be denied any coverage.

When an on-the-job injury requires medical attention, the employee must report to a doctor designated by the District. The employee will immediately notify his/her supervisor and is directed to go to the Walk-In Care at the Hutchinson Clinic, 2101 N. Waldron.

The injured employee who is unable to work as a result of an on-the-job accident may use his/her sick leave and receive sick pay for the days charged for the first five (5) working days of absence, provided the employee has sufficient accumulated sick leave.

The injured person may not use sick leave or receive sick pay for the portion of wages covered by the Workers Compensation Insurance loss-of-wage benefit. Injured employees who have earned sick leave will be paid the portion of his/her wages not covered by the loss-of-wage benefit and will be charged sick leave in the same proportion (i.e. if the loss-of-wage benefit is 65% of the employee's regular wage, the District will pay the employee 35% of the employee's regular wage, and the employee will be charged .35 day sick leave for each day of absence.)

Injuries Occurring When an Employee is Under the Influence

The Workers' Compensation Law clearly states that compensation is not payable if the injury was caused primarily by the intoxication of the employee or by the influence of any drugs, barbiturates, or other stimulants not prescribed by a physician. Under the law, the employer may require the employee to submit to

a test for the presence of any or all drugs or alcohol in his or her system. If the injured worker refuses to submit to a drug test, it shall be presumed, in the absence of clear and convincing evidence to the contrary, that the injury was caused primarily by the influence of drugs or alcohol.

Recreational and Social Activities

Injuries suffered as a result of recreational and social activities are not covered by Workers Compensation Insurance unless such recreational or social activities are expressly required as incident of employment and produce a substantial direct benefit to the employer beyond improvement in employee health and moral that is common to all kinds of recreation and social life.

Injuries Suffered While Traveling To and From Work

An injury suffered while going to or coming from work is not an injury arising out of and in the course of employment whether or not the employer provided transportation if such means of transportation was available for the exclusive personal use by the employee, unless the employee was engaged in a special errand or mission for the employer, or access to the vehicle was an integral element of the employment. An employee, who is injured while deviating from the course of his employment, including leaving the employer's premises, is generally not eligible for benefits unless such a deviation is expressly approved by the employer.

Horseplay

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

Reporting Injuries

All injuries must be reported immediately to the employee's supervisor/ building principal and an accident report must be filed by the employee with Human Resources as soon as possible. Report forms are available in all District buildings and on the District's website, www.usd308.com.

SCHEDULES

Work Day

Daily working hours will be established by the principal, supervisor or other administrator. Additional hours of work above the assigned hours must be approved by the Superintendent. In case of emergency, the hours may be worked, but notification and approval from the Superintendent will be secured as soon as possible. If called back to duty for emergency purposes after regular hours, maintenance personnel and custodians will be paid time and one-half for a minimum of two hours. All employees are to be on duty and ready to work by the designated time. Duties will be assigned by the principal, supervisor or other administrator.

Overtime

Except in emergency situations, approval to work overtime must be obtained from the employee's supervisor prior to working overtime. Overtime pay at the rate of time and one-half will be paid for all hours worked each work week in excess of forty (40) hours. Sick leave, personal leave, and vacation hours are not considered as time worked for overtime pay. For example, if an employee takes a half-day vacation in mid-week and then works on Saturday, the Saturday work will not be overtime until the total time actually worked exceeds forty (40) hours.

Hours in excess of forty (40) hours which include sick leave, personal leave, and vacation hours will be paid at the regular rate of pay. Extra time or overtime must be at least fifteen (15) minutes to be paid.

Adjusted Time

Adjusted time is time off from work permitted in exchange for time worked by an employee outside of scheduled hours. Time worked beyond the regularly scheduled time should be taken off within the same week if possible. Adjusted time may be granted for hours in excess of forty (40) hours. Adjusted time may be granted or used only at the convenience of the employer. Prior written approval must be obtained from the employee's administrative supervisor. The employee must note on the time sheet that this time will be taken as adjusted time. When the adjusted time is taken off, the employee must note on the time sheet that this is adjusted time earned on (date). Adjusted time shall be taken at the rate of time and one-half for all hours actually worked in excess of forty (40) hours. Adjusted time earned before the last week of the month must be used before the end of the month. Adjusted time earned the last full week of the month must be used before the end of the next month.

Attendance

Regular attendance is required of all classified employees as a condition of employment, subject to individual leave in accordance with District policies and excessive absences or tardiness, unauthorized leave or unexcused absences may result in disciplinary action including termination of employment.

Time Clock

Each classified employee is expected to use the time clock. In addition employees are expected to clock in and out for lunch each day. An employee who fails to do so must contact their supervisor immediately. Any time an employee fails to clock in or out, a missed punch form must be completed and returned to the employees' supervisor. Excessive missed punches shall be considered a violation of policy and may result in disciplinary action up to and including termination.

Flex Time

Flexible time is a concept that may apply to individual classified employees under circumstance that are mutually beneficial to the employee and the school District. Flexible scheduling of the classified employee's time may be a variation from the ordinary beginning and ending times of the duty day, modifications of the standard break times during the day, or a division of the regular duty day into clearly differentiated segments. Classified employees interested in proposing a flexible time schedule should initiate such a proposal with their immediate supervisor. Supervisors will consider all requests and consult with the Superintendent. A written response to the request for flexible time will be returned to the classified employee, accepting the proposed, suggesting an alternative to the proposed or denying the request as proposed.

Conduct

See "Equal Employment Opportunity and Nondiscrimination," District Policy GAAA, p. 38.

See "Sexual Harassment," District Policy, GAAC, p. 39.

See "Personal Conduct," District Policy GAMA, p. 41.

See "Drug Free Workplace," District Policy, GAOA, p. 42.

Discipline Policy

Violations of District rules and policies may result in disciplinary action up to and including termination, depending upon the nature and seriousness of the offense. Except when serious violations require immediate suspension, the following steps will be applied. In the case of a serious offense(s), nothing herein is meant to require the District to implement or follow a progressive discipline program.

A. Verbal Warning or Written Correction Notice

Applied to minor violations to encourage corrective action or to avoid repetition. Correction notices will be documented at the discretion of the administrator or at the request of the employee and upon the employee's request placed in writing in the employee's personnel file.

B. Written Warning Notice

Written warning will be applied to significant violations or for repeated minor violations. Appropriate documentation of date(s) and reasons for the warning are to be provided to the employee by an administrator or the employee's supervisor and placed in the employee's personnel file.

Second or subsequent written warnings shall note date(s) and reasons for warning and may include consideration for suspension with or without pay. Copies of written warnings will be provided to the employee and placed in the employee's personnel file.

After a review of the situation with involved parties, the Superintendent has the authority to suspend or discharge the employee.

C. Suspension or Discharge

Suspension or discharge may be applied when the employee has not shown significant progress in the employee's performance or for violations of a significant or serious nature.

Confidentiality

Student Information

Confidential student information, whether written or oral, must be handled in a confidential manner and discussed only with the parents/guardians of a particular student and appropriate school personnel. Violations of this rule which violate the privacy rights of students may result in disciplinary action against the employee, up to and including termination.

Personnel Information

Confidential personnel information, whether written or oral, must be handled in a confidential manner and be discussed only with appropriate school personnel. Violations of this rule which violate the privacy rights of personnel may result in disciplinary action against the employee, up to and including termination.

Solicitations

Solicitation of Employees

Unless permission is granted by the appropriate supervisor, solicitation of employees by any vendor, student, or other school District employee or patron during normal duty hours is prohibited.

Solicitations by Employees

No employee will attempt, during the school day or on school property, to sell or endeavor to influence any student or school employee to buy any product, article, instrument, service or other items which may directly or indirectly benefit the school employee.

No employee will engage in sales or solicitation on behalf of the school or use the school name without the prior approval of the administration.

School District employees may publicly campaign for candidates of their choice in county, local, state and national elections, both primary and general, to any extent which does not interfere with the proper performance of work duties and during non-duty working hours.

School District employees may seek election and may hold political office. Before filing for any public office which may interfere with the performance of the employee's duties, the employee and the Superintendent shall reach an agreement on matters relating to potential interference with the performance of regular school duties.

Dress Code

The Board encourages appropriate dress for all District employees. Employees are expected to use common sense and reasonable judgment in selecting appropriate attire for work or attendance at work-related functions.

District Procedures

Employment

Application for employment may be made on-line at www.usd308.com. On-line applications are stored electronically and may be accessed by a supervisor or principal when a vacancy occurs. Applications will be kept active for one year.

The supervisors and administrators, after reviewing the on-line applications, will contact those applicants they are interested in interviewing and schedule the interviews. Upon selecting a prospective new employee, the supervisor or administrator will check references of the applicant and, if favorable references are received, may offer the position. To aid the supervisor or administrator in estimating an hourly rate of pay, salary information may be found in the Classified Handbook or by contacting Human Resources.

When the applicant has accepted the position, the supervisor or administrator will send to Human Resources an Employment Action Form (HR248) along with the Recommendation for Employment Form (HR248a). The supervisor or administrator will notify those applicants who were interviewed but not selected to fill the vacancy.

Employees hired April 1st or later will not receive the one (1) step wage increase on July 1st, but will be eligible for an increase the following fiscal year.

All new employees are required to be fingerprinted if they have not resided in Kansas continuously for the past five (5) years and will undergo a background check regardless of length of residence in Kansas.

Employees are required to complete all forms for Human Resources.

No person may be hired without the approval of the Superintendent and the Board of Education.

Transfer or Promotion

The District will normally consider transfer requests from school personnel. Reasonable effort will be made to honor transfer requests from school personnel. Requests are made through the department supervisor/coordinator to the Human Resources Director.

All applications from individuals desiring consideration for another position which exists or may exist shall be submitted in writing through the department supervisor/coordinator to the Human Resources Director (Form HR234). A transfer request may originate with either employee or supervisor. Any transfer or change in job description will warrant reconsideration of pay or salary classification.

Vacancies

An announcement of vacancy shall be e-mailed to all employees.

Board Policies

Employees shall follow and be familiar with all policies and regulations established by the Board of Education.

Employee Worksheets

The offer of an employment worksheet or renewal of an employment worksheet shall be presented in duplicate. The classified employee shall sign and return one of these copies within the time period designated by the Superintendent. The employee should keep the other copy for their files. Upon receipt of the signed copy, the worksheet will be presented to the Board for approval.

Salaries are a confidential matter between employees and the District and are not to be discussed with anyone other than supervisors or representatives of the human resources department.

Worksheets shall contain a reference that the worksheet is an employment-at-will agreement which may be terminated by either party by giving written notice to the other. There are no rights of continuing employment.

It is the declared policy of the District to encourage the prompt and informal resolution of employee complaints and to provide recourse to orderly procedures for adjustments of complaints.

Grievance Procedure

Definitions

A “grievance” means a claim by any District employee that there has been a violation, misinterpretation, or misapplication of law or District policy as it pertains to the conditions or nature of the employee’s employment. A “grievant” means any employee claiming a grievance and/or the Classified Advisory Council filing a grievance on behalf of a classified employee.

Grievance Procedures

Each employee shall confer, in an informal manner, with the employee’s immediate supervisor or other department head (if that department is the source of the alleged violation) concerning a grievance in an effort to resolve the same.

Step One

In the event the alleged violation, misinterpretation, or misapplication of law or District policy is not resolved through the informal process, the employee may ask for a meeting with the Classified Advisory Council. The Classified Advisory Council will meet with the employee within ten (10) working days after receiving the request. The employee will present the employee’s concern to the Council, and the Council will determine if a formal grievance should be filed. The Classified Advisory Council will notify the employee in writing of their decision within five (5) working days of the meeting. If it is determined that a formal grievance should be filed, the grievance shall be filed by the Classified Advisory Council on behalf of the employee.

Step Two

The Classified Advisory Council, on behalf of the aggrieved employee, shall present a formal grievance to the appropriate administrator related to the employment of the aggrieved employee, within five (5) days following knowledge of the act or condition which is the basis of the employee’s grievance. The formal grievance will be filed on the appropriate District form which may be found in the appendix. The employee and the administrator will confer within ten (10) working days following receipt of the written grievance with a view of arriving at a satisfactory resolution of the grievance. At the conference the employee must appear personally and may be represented by another employee (one person) of the employee’s choice.

The administrator will communicate the decision, in writing, together with supporting reasons within five (5) working days, to the aggrieved employee, the employee’s immediate supervisor, and the chair of the Classified Advisory Council. If the employee’s immediate supervisor and the administrator of the section are the same person, the aggrieved employee may proceed to Step Three following receipt of the decision of that person.

Step Three

In the event the grievance is not resolved at Step Two, the Classified Advisory Council, on behalf of the aggrieved employee, may appeal the decision to the Director of Student Learning within five (5) working days of the decision of the administrator. However, the aggrieved employee may proceed to Step Three without the assistance of the Classified Advisory Council. The appeal shall be in writing on the appropriate District form and shall set forth the act or condition and the grounds on which the grievance is based.

The Director of Student Learning shall meet and confer with the aggrieved employee concerning the grievance within ten (10) working days of the receipt of the appeal. The employee shall be present at the conference and may be represented by another employee or counsel (one person) of employee's choice.

Notice of the conference shall be given to the employee, the chairperson of the Classified Advisory Council and the administrator rendering the decision at Step Two at least three (3) working days prior to the date of the meeting. The administrator or supervisor may be present at the conference at the request of the Director of Student Learning.

After an investigation of the alleged grievance, the Director of Student Learning shall communicate the decision in writing, together with supporting reasons and a finding of facts, to the employee within five (5) working days of the conference.

Step Four

If the grievance is not resolved at Step Three, the decision of the Director of Student Learning may be appealed to the Superintendent within five (5) working days after the decision is rendered at Step Three. The appeal at Step Four must be submitted on the school District form. The Superintendent shall schedule a conference with the aggrieved person and representative within ten (10) working days of receiving the written appeal. The Superintendent shall communicate the decision in writing to the employee within five (5) working days of the conference.

Step Five

If the grievance is not resolved at Step Four, the decision of the Superintendent may be appealed to the Board of Education within ten (10) working days after the decision is rendered at Step four. The appeal at Step Five must be made on the appropriate school District form. The Board of Education will hear the appeal in executive session at the next regularly scheduled meeting of the Board of Education. The Clerk of the Board of Education shall inform the aggrieved employee of the decision reached by the Board within thirty (30) working days of the appeal to the Board. A decision of the Board of Education shall be final.

Time Limits

The time limits specified in this procedure may be extended, in any specified instance, by mutual agreement.

No Reprisals

No reprisal of any kind will be taken by the Board of Education or the school administration against any employee by reason of his/her participation in any grievance procedure provided herein.

Complaints and Concerns

Complaints and concerns which are not grievable topics may be addressed to the supervisor and then following the normal chain of command may be addressed to any District administrator who may have supervisory or decision making authority over the issue. Such concerns and complaints are not governed by the same time lines or other regulations as those covering formal grievances.

Evaluation Procedures

The purpose of any evaluation process is to increase the effectiveness of personnel performance in the Hutchinson Public Schools. This evaluation process selects important items to be evaluated and provides a method to elicit appropriate information. The procedure should provide a learning process for all those involved in the evaluation. The evaluation process is to be considered an opportunity for growth to help the classified employee become an even more effective worker.

Format

All classified evaluations are in the same format, allowing for computer completion.

Frequency

All classified employees new to the District will have an evaluation completed by their supervisor within sixty (60) days of employment. Employees hired after January 1 will not need an additional evaluation unless poor job performance dictates that an evaluation is necessary to assist with job improvement. Employees hired prior to January 1 will have two evaluations completed during their first year.

Employees with less than three (3) full years of employment will have an annual evaluation completed by March 1 of each school year. After the 3rd full year of employment classified employees will be placed on a rotation where an evaluation will be completed every 3rd year.

****NOTE**

All classified employees who work for Head Start and Early Head Start are required to have an annual evaluation in accordance with federal regulations.

Self-Evaluation

Classified employees with less than three (3) full years of employment will be required to complete a self-evaluation during the evaluation process. Employees with more than three (3) years of employment will have the choice to complete a self-evaluation or waive the option to complete a self-evaluation.

Improvement Plan

Classified employees who receive a significant number (outlined on each evaluation) of “not met” ratings will be placed on an improvement plan. The plan will include the areas of poor performance, specific goals aimed at improved job performance, and the date when the second evaluation will be completed. Employees who do not make sufficient progress on the improvement plan may be terminated upon the supervisor’s recommendation.

Legal Leave

An employee will be granted unpaid legal leave for appearance in any legal proceeding which the employee is required by law or subpoena to attend.

Any employee required to appear for jury duty during such time as the employee would be regularly assigned for duty with the District will receive regular pay and the jury pay.

Resignations and Terminations

All classified employees are employed on an “at-will” basis, regardless of their length of service, and may be terminated or may resign at any time. Resignations should be submitted in writing to the department supervisor/administrator at least two weeks in advance of the effective date of resignation, and the District will endeavor to give two weeks’ notice of termination without cause.

The final pay check will be issued at the next regular monthly payroll time. Employees who resign or who are terminated without cause or whose position is eliminated are eligible to receive: (1) pay for their unused vacation time; (2) pay for their unused personal leave at the rate of fifteen dollars (\$15) a day prorated (\$1.88 per hour) on hours worked not to exceed two (2) days, and (3) pay for their unused sick leave days at a rate of seven dollars and fifty cents (\$7.50) a day not to exceed fifty (50) days.

Employees may be terminated for cause without notice and shall not be paid for unused vacation time, personal or sick leave. An exit interview may be conducted electronically or in person with the supervisor.

Job Descriptions

Written job descriptions for each assignment have been developed. Job descriptions of individual jobs will include the following areas: (1) purpose, (2) supervisory responsibilities, (3) qualifications, (4) essential functions, (5) general responsibilities, (6) physical requirements/environmental conditions, and (7) educational/training requirements. Job descriptions are kept on file with Human Resources.

Inservice and Training

Classified employees will be notified by their supervisors of required attendance at inservice activities. Should any classified personnel be required to participate in inservice training sessions, that person will be paid at his/her hourly rate of pay.

Records

An electronic master file of all materials shall be maintained by Human Resources. All materials placed in the employee’s file and originating with the school District shall be available to employees at their request for inspection in the presence of the person(s) responsible for keeping the files. All questions relating to classified personnel should be directed either to the department supervisor/coordinator or the Superintendent.

All persons upon employment must provide:

- Employment Application
- I-9 Immigration Eligibility Verification
- Loyalty Oath or Affirmation
- Certificate of Health

- Signed Copy of Worksheet
- Signed Job Description
- Vehicle/Gas User Agreement
- Confidentiality Agreement
- Transcripts/Diploma (as necessary)
- W-4 Withholding Tax Form
- K-4 Withholding Tax Form
- Social Security Card
- Employee Information Worksheet
- HIPPA Policy Signature Sheet
- Background Check
- Sick Leave Pool Enrollment Form
- KPERS enrollment form and beneficiary forms (if eligible)
- Section “125” Employee Benefit Option form (if eligible)
- Direct Deposit Form

Change of address or telephone numbers must be reported promptly and in writing to supervisors and Human Resources.

Health

Certification of Health shall be required of classified personnel upon their employment. If any time there is reasonable cause to believe that an employee is suffering from an illness detrimental to the health of students, the District may require a new certification of health.

Employee’s certificate of health must be signed by a licensed physician, or registered physician’s assistant or advanced registered nurse practitioner on a form prescribed by the Kansas State Department of Health. The certification must include 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 tuberculin skin test.

Employees may obtain the health examination from a doctor of their choice. The entire cost of the required physical exam must be paid by the employee. Any employee who objects to submitting the required health certificate on religious grounds may request consideration without prejudice by the District.

Safety and Security

Closings

District-Wide Closings

During a school cancellation, all maintenance staff and all head custodians should report to work if possible. Office personnel, paraprofessionals and food service staff should not report to work when school is canceled. All employees that report will work the number of hours determined by their supervisor. If different arrangements are needed, the supervisor of each department will indicate which employees will report to work. All other employees will not lose pay for their absence during the school cancellation. However, all employees who report to work during a school cancellation will be granted time off, at a time suitable to their supervisor, equal to the number of hours they worked.

School Site Closings

When it is necessary to cancel school at an individual attendance site, classified personnel will be temporarily reassigned to work at another school site during the period of time the individual school is closed. The Superintendent will make the temporary reassignments.

Safety Practices

All employees shall engage in safe lifting, climbing and carry practices as suggested by the guidelines in the Employee Safety Manual, found on the District website.

Crisis Plan

No matter what role an employee plays in the District, safety for both students and self is critical. As a result, the District has developed a comprehensive crisis management plan.

2018-2019 Classified Wage Scale

STEP	I	II	III	IV	V	VI	VII	VIII	IX	X	XI	XII	XIII	XIV	XV
1	9.16	9.41	9.67	10.03	10.43	10.91	11.19	11.80	12.44	13.13	14.48	15.17	17.10	17.63	18.72
2	9.30	9.59	9.93	10.29	10.65	11.20	11.45	12.11	12.75	13.42	14.81	15.51	17.45	17.98	19.15
3	9.46	9.78	10.17	10.55	10.91	11.47	11.70	12.42	13.06	13.74	15.18	15.87	17.81	18.37	19.59
4	9.61	9.98	10.43	10.79	11.19	11.71	11.99	12.72	13.35	14.05	15.52	16.20	18.18	18.75	20.03
5	9.75	10.17	10.65	11.05	11.42	12.00	12.24	13.04	13.64	14.34	15.88	16.57	18.52	19.13	20.46
6	9.93	10.35	10.91	11.31	11.67	12.25	12.51	13.33	13.95	14.65	16.21	16.94	18.89	19.50	20.90
7	10.06	10.55	11.19	11.55	11.92	12.52	12.77	13.62	14.25	14.92	16.59	17.28	19.24	19.88	21.34
8	10.21	10.74	11.42	11.80	12.17	12.78	13.05	13.93	14.58	15.26	16.95	17.64	19.59	20.28	21.75
9	10.36	10.91	11.67	12.07	12.44	13.06	13.31	14.23	14.85	15.55	17.29	17.97	19.94	20.66	22.20
10	10.53	11.12	11.92	12.31	12.70	13.32	13.57	14.55	15.18	15.87	17.66	18.34	20.30	21.02	22.62
11	10.65	11.31	12.17	12.57	12.92	13.58	13.84	14.83	15.47	16.16	17.98	18.70	20.66	21.42	23.06
12	10.81	11.50	12.44	12.81	13.19	13.85	14.09	15.16	15.78	16.45	18.35	19.04	21.00	21.78	23.50
13	10.98	11.67	12.70	13.08	13.43	14.10	14.35	15.45	16.07	16.77	18.71	19.40	21.37	22.18	23.92
14	11.13	11.85	12.92	13.33	13.69	14.37	14.63	15.75	16.38	17.07	19.05	19.77	21.71	22.54	24.36
15	11.28	12.07	13.19	13.58	13.95	14.64	14.87	16.05	16.69	17.38	19.41	20.11	22.07	22.94	24.80
16	11.42	12.25	13.43	13.84	14.21	14.88	15.17	16.36	16.99	17.69	19.78	20.45	22.41	23.29	25.23
17	11.57	12.44	13.69	14.08	14.48	15.18	15.42	16.67	17.29	17.97	20.12	20.83	22.78	23.68	25.67
18	11.74	12.63	13.95	14.33	14.70	15.44	15.70	16.97	17.61	18.30	20.47	21.15	23.14	24.05	26.09
19	11.86	12.81	14.21	14.60	14.93	15.71	15.94	17.27	17.90	18.59	20.84	21.53	23.48	24.46	26.53
20	12.05	13.02	14.48	14.83	15.22	15.95	16.20	17.59	18.21	18.90	21.16	21.87	23.84	24.82	26.97
21	12.17	13.19	14.70	15.12	15.47	16.21	16.46	17.87	18.50	19.19	21.54	22.23	24.19	25.20	27.40
22	12.35	13.38	14.93	15.34	15.73	16.48	16.75	18.18	18.81	19.49	21.88	22.57	24.54	25.57	27.83
23	12.50	13.58	15.22	15.59	15.97	16.76	17.01	18.48	19.11	19.81	22.24	22.95	24.89	25.96	28.28
24	12.65	13.76	15.47	15.86	16.21	17.03	17.28	18.79	19.41	20.11	22.58	23.28	25.25	26.34	28.70
25	12.79	13.95	15.73	16.11	16.46	17.29	17.55	19.09	19.74	20.41	22.96	23.65	25.59	26.72	29.13
26	12.92	14.15	15.97	16.36	16.74	17.56	17.80	19.38	20.03	20.71	23.29	23.97	25.96	27.07	29.57
27	13.10	14.33	16.21	16.63	16.99	17.81	18.05	19.68	20.33	21.01	23.66	24.36	26.32	27.49	30.01
28	13.25	14.54	16.46	16.84	17.25	18.08	18.34	20.00	20.63	21.34	23.99	24.70	26.67	27.85	30.43
29	13.39	14.70	16.74	17.10	17.48	18.35	18.60	20.30	20.93	21.63	24.37	25.07	27.01	28.24	30.87
30	13.56	14.88	16.99	17.36	17.74	18.61	18.88	20.60	21.22	21.92	24.73	25.42	27.36	28.58	31.31
31	13.69	15.12	17.25	17.63	17.98	18.89	19.13	20.90	21.54	22.23	25.08	25.77	27.74	29.01	31.74
32	13.85	15.29	17.49	17.87	18.26	19.13	19.40	21.18	21.82	22.53	25.40	26.11	28.09	29.38	32.17
33	13.99	15.47	17.74	18.11	18.49	19.40	19.66	21.50	22.15	22.85	25.75	26.45	28.46	29.75	32.61
34	14.13	15.66	17.98	18.38	18.74	19.66	19.93	21.78	22.44	23.15	26.11	26.82	28.83	30.12	33.04
35	14.26	15.85	18.23	18.64	18.99	19.93	20.20	22.08	22.74	23.46	26.47	27.18	29.19	30.49	33.46
36	14.61	16.09	18.51	18.93	19.28	20.24	20.51	22.42	23.09	23.83	26.89	27.61	29.65	30.97	33.99
37	14.83	16.34	18.80	19.22	19.58	20.55	20.83	22.77	23.45	24.20	27.31	28.04	30.12	31.46	35.08
38	15.06	16.59	19.09	19.52	19.88	20.87	21.15	23.12	23.82	24.58	27.74	28.48	30.59	31.96	35.64

2018-2019 Levels of Employment

Aides	Custodial	Early Childhood	Food Service	Paras	Maintenance	Secretarial	Technology
Level I - \$9.16							
	Substitutes	Substitute	Substitute	Substitute		Substitute	
		Child Care					
		Lunch Aide / Bus Aide					
Level II - \$9.41							
Breakfast/Lunch	Temporary	Day Care Assistant			Temporary	Temporary	
Playground Aide							
Safety Patrol							
Level III - \$9.67							
			Accountability Sec				
			Cook/Server				
			Cafeteria Aide				
Level IV - \$10.03							
Health Room / CMA	Custodian / FT	Teacher Assistant	Assistant Baker	Gifted			
Comp Lab Aide	Custodian / PT	Health Aide	Asst. Fruits/Veg				
Parking Supervisor		Food Service Assistant	Asst. Main Dish				
			Lead Cafeteria Aide				
			Lead Cook/Server				
Level V - \$10.43							
Color Guard	Custodian / Night	Teacher Assistant / Bilingual		Resource Room			
Educational Aide	Full-time Sub Custodian	ECD Para					
Percussion							
Library Media Asst.							
Library Media Asst.							
Level VI - \$10.91							
						District Copy Clerk	
Accompanist	Cust / Head Night / MS	Family Support Worker	Head Baker	Speech Language Para	Grounds Crew	PAT Secretary	
ALP Aide	Cust / Head / Elem		Head Fruits & Veg	Specialized Para		MS Secretary	
ESL Aide	District Delivery		Head Main Dish	BSS/CSS Para Special Class		HHS Secretary	

ISS Supervisor	Shipping / Receiving		Delivery Driver	Functional Special Class		CTEA Student Services Sec	
CAI				Modified Special Class		HHS Receptionist/Activity Sec	
				Full Time Para Substitute			
Level VII - \$11.19		Family Support Worker / Bilingual			Athletic Maint.	Elementary Secretary	
		Parent Involvement Facilitator			Event Manager	MS Activity Treasurer	
		ESL Assistant			Irrigation Speclst		
Level VIII - \$11.80						Early Head Start Secretary	
Interpreter/Aide	Cust / Head / MS	Head Start Kitchen Manager		Adaptive Tech Para	Grounds Super	Head Start Front Office Sec	
		Family Services Specialist		Behavior Support Interventionist	Head Painter	Head Start Secretary	
				Communicatons Social Skills Intv.		IEP Secretary/Clerk	
				Para Reading Interventionist		HHS Activity Treasurer	
						HHS Counseling Office Sec	
						HHS Principal/Sub Secretary	
Level IX - \$12.44						Financial Purchasing Secretary	
	Cust / Head / HHS			Hearing Impaired Resource		Nutrition Services Bookkeeper	
Level X - \$13.13							
Auto Tech Asst.	Cust / Lead / CTEA	EHS Family Educator	Kitchen Manager		Gen Maintenance/	Business Office Secretary	
		Parent Educators			Fixed Assets	Dist Media Serv / PDC Spec.	
						Dist Media Processing Spec.	
Level XI - \$14.48							
		EHS Home Visitor / Bilingual	Nutrician Asst.	Literacy Para	HVAC Apprentice	Accounts Payable Clerk	
Health Room / LPN		EHS/HS Health Specialist				MIS Secretary / ESC	
		EHS Lead Family Educator				Nutrition Services Assistant	
						Payroll / Benefits Assistant	
						Special Ed Secretary	
						SSC Secretary /	

						Maintenance	
						SSC Secretary / Operations	
						Medicaid Billing Secretary	
Level XII - \$15.17							
		Data Mgt / ERSEA Specialist				Carpenter	Curriculum & Instructional Sec
						Locksmith	HR Specialist Classified /Subs
						Gen Maint. Electrician	HR Specialist Licensed
Level XIII - \$17.10							
Building Trades Asst.		Day Care Director		Assistive Technology		HHS Maintenance	Administrative Assistant
Health Room / RN		EHS Manager				Journeyman HVAC	
Health Room / BSN		Family Engagement Mgr.				Mechanic	Tech Supp Specialist I
		Computer Support Tech				Plumber	Help Desk Specialist
		PAT Director				Printer	
						Journeyman Electrician	
Level XIV - \$17.63							
						Electronics	
				Certified OT Assistant		Master Electrician	Data Specialist
				Certified PT Assistant		Master HVAC	
				Psychology Para		Master Locksmith	
						Master Plumber	
						Media Technician	
Level XV - \$18.72							Payroll / Benefits Coordinator
							Tech Systems Specialist
							Tech Supp Specialist II
							Help Desk Fac/Web

Entry and Continuing Employee Level Movement Criteria

PART I: *Initial placement of new employees and previous employees returning to USD 308.*

Entry Level step placement criteria apply to all Classified Employees who are filling any open position. Criteria apply only if previous work experience is applicable to the position the employee is filling. If an employee leaves the District and later returns as a new employee in the same or similar position, the employee will receive full credit for the previous years of experience in the District.

Other previous work experience will be placed as follows:

- 1-5 years = Step 2
- 6-10 years = Step 3
- 11-plus years = Step 4

If an employee leaves the District and later returns in a different position, the employee will receive credit for half of the previous years of experience in the District.

- 1-3 years = 1 year credit
- 4-5 years = 2 years credit, etc.

College credit from an accredited college or university (maximum 4 steps available):

- Fifteen (15) college hours 1 step (only the first 15 college hours)
- Sixty (60) college hours 2 steps
- BA/BS degree 4 steps

PART II: *Movement on the wage scale for continuing education.*

Classified employees can move on the classified wage scale through professional development. The following is a list of previously approved certifications with the department and step increase. Step increases are awarded beginning July 1 of the following school year.

• Apple Certified Mac Technician	Technology Support	1 step
• Cisco Certified Network Associate	Technology Support	1 step
• Cisco Certified Network Professional	Technology Support	1 step
• Cisco Certified Internetwork Expert	Technology Support	2 steps
• Comptia A+	Technology Support	1 step
• Comptia Network + (N+)	Technology Support	1 step
• Microsoft Certified Professional	Technology Support	1 step
• Microsoft Certified System Administrator	Technology Support	1 step
• Microsoft Certified System Engineer	Technology Support	2 steps
• SNA Certification	Food Service	1 step
• Certified Dietary Manager	Food Service	1 step
• ServSafe Certification	Food Service	1 step
• Family Service Credential	Early Childhood	1 step
• Child Development Associate	Early Childhood	1 step
• Health Service Credential	Early Childhood	1 step
• Level 1- Beginning Level	Hearing Interpreters	1 step
• Level 2- Intermediate Beginning Level	Hearing Interpreters	1 step
• Level 3- Advanced Beginning Level	Hearing Interpreters	1 step
• Level 4- Advanced Level	Hearing Interpreters	1 step
• Level 5- Accomplished Level	Hearing Interpreters	1 step

Additionally, classified employees also can move on the wage scale through the completion of college credits or staff development options.

Staff Development Options

College credit from an accredited college or university (maximum 4 steps available):

- Fifteen college hours 1 step (only the first 15 college hours)
- Sixty college hours 2 steps
- BA/BS degree 4 steps

Classified employees also can move vertically one (1) step on the classified wage scale by earning 100 Continuing Education Units (CEUs) through staff development which relates to the employee's job description. A CEU is one clock hour of training that is completed during non-duty time. To be counted for CEUs, the supervisor must approve training in advance. Full time employees may earn CEUs during scheduled work time with supervisor approval; they must clock out for training with the missed time made up during the same week or taken without pay.

An employee will be given ten (10) CEUs for completion of coursework from an accredited college per college credit hour up to five (5) college credits (50 CEUs) per vertical move. An earned college credit can be used toward college hour movement or be converted to CEUs, but not both. An employee can move on the wage scale only one (1) time every three (3) years. CEUs will be entered by the employee and maintained electronically in My Learning Plan. If you are not currently enrolled in My Learning Plan, contact Laurie Powell at ext. 4035 to be set up. College credit or CEUs earned prior to July 1, 2006 will not qualify for step movement. However, employees who were working on salary movement through the previous staff development plan will be allowed to complete that cycle, if so desired.

Classified employees can earn CEU's towards salary movement by reading professional books that pertain to their position or would be of benefit to any position. The employees can participate in a book study or read the material on their own with supervisor approval. They will earn five (5) points per book, but only four (4) books totaling 20 CEU's can be used in a three (3) year period for salary movement. Listed below are the steps for professional reading approval:

1. Employee must enter the book that they wish to read on the "Activity Request" form in My Learning Plan.
2. The supervisor will then approve or deny the activity.
3. Once the employee has received approval, they will be able to read the book or attend the book study.
4. Upon completion of the book, the employee will need to fill out the "Knowledge Validation" form in My Learning Plan and mark the activity complete.

To move in any given year, an employee must apply by September 15th using Form HR230 and have all CEUs completed for that move by September 15th. Employees who complete sufficient CEUs after September 15th may submit by February 15th and qualify for movement at that time.

Hutchinson Public Schools
Hutchinson, Kansas

CLASSIFIED GRIEVANCE FORM

Step 1 – Classified Advisory Council

The Classified Advisory Council will meet with the employee within ten (10) days after receiving the request from the employee to review the claim. Submit Step 1 Form to the Classified Advisory Council in duplicate.

Copies to: 1. Grievant
 2. Classified Advisory Council Chairperson
 3. Principal/Supervisor

Grievant: _____ Building: _____

Contact Information, phone: _____ email: _____

Assignment: _____ Principal/Supervisor: _____

Date claim is received by the Classified Advisory Council: _____

Statement of Grievance: (Act or condition and grounds upon which grievance is based.)

Relief Sought:

Date of Signature

Signature of Grievant

Classified Advisory Council Decision: (Including supporting reasons within five (5) working days of the conference.)

Date of Signature

Signature of Classified Advisory Council Chairperson

CC: Grievant
 Employee Grieved Against
 Classified Advisory Council Chairperson
 Principal/Supervisor
 Director of Student Learning

Hutchinson Public Schools
Hutchinson, Kansas

CLASSIFIED GRIEVANCE FORM

Step 2 – Principal/Supervisor

Attach a copy of Grievance Form – Step 1, and submit Step 2 Form within five (5) working days after receipt of decision at Step 1 to the Principal/Supervisor of the aggrieved employee. Date of Grievant – Principal/Supervisor conference must be within ten (10) working days.

- Submit Copies to:
- 1. Principal/Supervisor
 - 2. Grievant
 - 3. Employee Grieved Against
 - 4. Director of Student Learning
 - 5. Superintendent of Schools

Grievant: _____ Building: _____

Assignment: _____ Principal/Supervisor: _____

Date Classified Advisory Council’s Decision Received: _____

+++++

Persons present at conference: _____

Principal/Supervisor decision with supporting reasons (required within 5 days of conference):

Date of Signature

Signature of Principal/Supervisor

- CC:
- Grievant
 - Employee Grieved Against
 - Classified Advisory Council Chairperson
 - Director of Student Learning
 - Superintendent of Schools

Hutchinson Public Schools
Hutchinson, Kansas

CLASSIFIED GRIEVANCE FORM

Step 3 – Director of Student Learning

In the event the grievance is not resolved at Step 2, the Classified Advisory Council, on behalf of the aggrieved employee, may appeal the decision to the Director of Student Learning within five (5) working days of the decision of the principal/supervisor. Date of Grievant – Assistant Superintendent meeting must be within ten (10) working days.

- Copies to:
- 1. Grievant
 - 2. Employee Grieved Against
 - 3. Director of Student Learning
 - 4. Superintendent of Schools

Grievant: _____ Building: _____

Assignment: _____ Principal/Supervisor: _____

Date Principal/Supervisor Decision Received: _____

+++++

Persons present at conference: _____

Director of Student Learning Decision: (Including supporting reasons within five (5) working days of the conference.)

Date of Signature

Signature of Director of Student Learning

- CC:
- Grievant
 - Employee Grieved Against
 - Classified Advisory Council Chairperson
 - Superintendent of Schools

The Hutchinson Public Schools
Hutchinson, Kansas

CLASSIFIED GRIEVANCE FORM

Step 4 – Superintendent of Schools

If the grievance is not resolved at Step 3, the decision of the Director of Student Learning may be appealed to the Superintendent of Schools by the Classified Advisory Council, on behalf of the aggrieved employee, within five (5) working days after the decision is rendered at Step 3. Date of Grievant – Superintendent of Schools Conference must be within ten (10) working days.

- Copies to:
- 1. Grievant
 - 2. Employee Grieved Against
 - 3. Chairperson of the Classified Advisory Council
 - 4. Superintendent of Schools

Grievant: _____ Building: _____

Assignment: _____ Principal/Supervisor: _____

Date Director of Student Learning Decision Received: _____

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Persons present at conference: _____

Superintendent Decision: (Including supporting reasons within five (5) working days of the conference.)

Date of Signature

Signature of Superintendent of Schools

- CC:
- Grievant
 - Employee Grieved Against
 - Classified Advisory Council Chairperson

The Hutchinson Public Schools
Hutchinson, Kansas

CLASSIFIED GRIEVANCE FORM

Step 5 – Board of Education

If the grievance is not resolved at Step 4, the decision of the Superintendent of Schools may be appealed to the Board of Education by the Classified Advisory Council, on behalf of the aggrieved employee, within ten (10) working days after the decision is rendered at Step 4. Date of Grievant – Board of Education Executive Session must be within thirty (30) working days.

- Copies to:
1. Grievant
 2. Employee Grieved Against
 3. Chairperson of the Classified Advisory Council

Grievant: _____ Building: _____

Assignment: _____ Principal/Supervisor: _____

Date Superintendent Decision Received: _____

+++++

Persons present at conference:

Board of Education Decision: (Including supporting reasons within five (5) working days of the conference.)

Date of Signature

Signature of Board President

- CC:
- Grievant
 - Employee Grieved Against
 - Classified Advisory Council Chairperson

Information Technology Resources Acceptable Use Policy

The District provides information technology resources for use by certified and classified employees and students in connection with its public education missions and programs. For purposes of this Policy, the phrase “information technology resources” means and includes any hardware or software intended for the storage, transmission and use of information as well as the digital content files that may be stored, transmitted, or used with hardware or software. Such definition includes electronic mail, voice systems, local databases, externally accessed databases, CD-ROM, DVD, video, recorded magnetic media, digital video or photographic files, or other digitized information. The phrase also includes any wire, radio, electromagnetic, photo-optical, photo-electronic or other facility used in transmitting electronic information and any computer facilities or related electronic equipment that electronically stores such communications.

Responsibilities of Users

All users of the District’s information technology resources have the following responsibilities:

1. Access to the District’s information technology resources is provided with the expectation that resources will be used in a lawful manner at all times and in compliance with federal and state laws and District policies. Users are responsible for using the District’s information technology resources appropriately to maintain the integrity of the information technology resources and, in appropriate circumstances, the privacy, confidentiality, and security of the electronic information.
2. Individuals may not disclose, give, loan, share, or otherwise permit any other person to use the access privileges granted to them. Access to secured information resources is provided only with proper authorization.
3. Users are responsible for all actions and activities that occur while using District information technology resources assigned or made available to them and shall use such information technology resources only for their intended use.
4. Users may not attempt to circumvent login procedures on any computer system or otherwise attempt to gain unauthorized access. Such actions are a specific violation of this policy and also may be a crime under federal or state law.
5. All users shall use the District’s information technology resources in a manner that does not in any way interfere with, compromise, or impair the performance, functionality, or integrity of the District’s information technology resources and shall comply with all District administrative policies and procedures regarding software installation, upgrades and access to and use of secured data.
6. Users shall not act in any manner that impedes the performance of the District’s information technology resources, may not send “spam”, “chain letters”, internet service attacks or other activities that infringe on the rights of privacy of other users.
7. Users shall respect the rights of copyright owners and, when appropriate, obtain permission from owners before using or copying protected material, including but not limited to, music, movies, software, documents, images, or multimedia objects.

Approved: June 12, 2014

GAAA Equal Employment Opportunity and Nondiscrimination

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

USD 308 does not discriminate on the basis of race, religion, color, national origin, sex, disability or age in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups. Inquiries regarding compliance may be directed to: Director of Human Resources, Hutchinson Public Schools, 1520 North Plum, Hutchinson, Kansas 67501; (620) 615-4000, or to:

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

Or

Kansas Human Rights Commission
900 SW Jackson, Suite 568-S
Topeka, KS 66612-1258
(785) 296-3206

Or

United States Department of Education
Office for Civil Rights
8930 Ward Parkway, Suite 2037
Kansas City, Missouri 64114-3302
(816) 268-0550

Approved: October 12, 1998
Updated: August 28, 2006
Updated: October 26, 2009
Reviewed: September 23, 2013

GAAC Sexual Harassment (See GAF)

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, licensed and support personnel, students, parents, patrons, vendors, or 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 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 of employment.

Sexual harassment includes, but is not 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 officer. 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 in policy 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. If discrimination or harassment has occurred, the district will take prompt, remedial action to prevent its reoccurrence.

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 or discrimination against any person who has filed a complaint or testified, assisted, or participated in an investigation, proceeding, or hearing involving 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.

The policy shall be published in student, parent and employee handbooks and disseminated through other means and media as directed by the district compliance officer.

Updated: August 9, 2004

Updated: October 26, 2009

Revised: September, 23, 2013

Revised: July 27, 2015

All District employees are required to comply with all policies and rules approved by the board and with all applicable local, state and federal laws.

The board expects all employees to strive to be positive role-models and to conduct themselves at all times with integrity and in a manner that will serve as examples of constructive behavior. The relationship between the District's employees and students should be one of cooperation, understanding, and mutual respect and each employee has an affirmative responsibility to promote a professional atmosphere conducive to learning.

An employee's or volunteer's personal life beyond the performance of their employment duties will be of concern to, and warrant the attention of the Board, only in the event an employee's conduct directly or indirectly prevents or interferes with the employee's ability to perform effectively the employee's assigned job-related responsibilities or if an employee violates local, state, or federal laws.

Examples of employee conduct that will be considered to violate District policies and that may result in disciplinary action without regard to whether the employee is then on duty, include, *but are not limited to* the following:

- 1) engaging in a physical altercation with another person;
- 2) recurring absences or tardiness without the approval of the supervisor;
- 3) refusing to follow the instructions and directions of supervisory or administrative personnel
- 4) using obscene or otherwise inappropriate language in the presence of students or employees;
- 5) failure to maintain appropriate, professional relationships, with students or other District employees;
- 6) possession of a weapon on school property or at any school-related event;
- 7) unauthorized use of District property or facilities, including inappropriate use of District computers, computer network and information technology systems;
- 8) being under the influence of alcohol, controlled substances or controlled medications (other than in accordance with a currently valid prescription therefore) in public or in violation of the District's drug-free workplace and drug-free schools policies;
- 9) any inappropriate conduct which adversely affects the employee's ability to effectively perform the employee's assigned duties;
- 10) unauthorized disclosure of protected student educational records or information, personnel records or other information protected under, or in violation of, District policies or federal or Kansas law;
- 11) the entry of a final order or finding of guilt (including voluntary pleas of guilty, no contest or *nolo contendere*) for any criminal act classified as either a felony or misdemeanor under Kansas or federal law, other than minor traffic offense.

Approved: August 28, 2006

Updated: October 26, 2009

Reviewed: September 23, 2013

The board believes that maintaining a drug free work place is important in establishing an appropriate learning environment for the students of the district. Unless otherwise specified in this policy, the unlawful manufacture, distribution, sale, dispensing, possession or use of controlled substances or controlled medications (**other than in accordance with a currently valid prescription therefore**) is prohibited on district property or at district-sponsored activities.

Employees shall not unlawfully manufacture, distribute, dispense, possess or use controlled substances or controlled medications (**other than in accordance with a currently valid prescription therefore**) in the workplace or while on duty or while operating any vehicle owned or leased by the district. Reporting to work or performing work for the district while impaired by or under the influence of alcohol or any controlled substance or controlled medication (other than in accordance with a currently valid prescription therefore) is prohibited.

Any employee who is convicted under a criminal drug statute for a violation occurring at the workplace or while on duty or while operating any vehicle owned or leased by the district, must notify the superintendent of the conviction within five days after the date of the conviction. A conviction means a finding of guilt including a plea of *nolo contendere* or the imposition of a sentence by a judge or jury, or both, in any federal or state court. The superintendent shall then ensure that notice of such a conviction is given to any granting agency within 10 days of receiving notice thereof.

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

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

Compliance with this policy is a specific condition of continued employment in the district.

Approved: August 28, 2006
Updated: October 26, 2009
Revised: September, 23, 2013
Revised: July 27, 2015

District policies prohibit employees from using or being under the influence of controlled substances, controlled medications (other than in accordance with a currently valid prescription therefore) and alcohol. An employee may be asked to undergo a drug and/or alcohol test when there is reasonable cause to believe that the employee is using or under the influence of a controlled substance, controlled medication (other than in accordance with a currently valid prescription therefore) or alcohol based on specific physical, behavioral or performance indicators of probable drug or alcohol misuse. For instance, evidence of repeated errors in the performance of the employee's duties, violations of District policies or procedures, recurring absences or lack of punctuality coupled with a specific contemporaneous event observations that suggest the employee maybe using or under the influence of drugs or alcohol, may provide reasonable cause to request the employee submit to an appropriate drug or alcohol test. The following are procedures which will be followed in carrying out this policy.

1. Conduct warranting reasonable cause to believe an employee is using or under the influence of drugs or alcohol must be observed by the employee's supervisor or District administrative personnel. Third party reports that an employee is or may be under the influence of prohibited drugs or alcohol shall not constitute reasonable cause to request drug or alcohol testing but may warrant observation of the employee by supervisory or administrative personnel.
2. A supervisor or administrator who observes an employee who may be using or under the influence of drugs or alcohol in a school shall report such observations to the building principal who, in turn, shall report such conduct to the Superintendent, the Assistant Superintendent or the Director of Human Resources. A recommendation that an employee undergo a drug or alcohol test must be approved by the Superintendent, the Assistant Superintendent or the Director of Human Resources.
3. A written report describing the employee's observed conduct shall be completed, dated and signed by each observer and copies of such reports shall be made available to the employee. If an employee is requested to undergo a drug or alcohol test, such testing will be conducted by a laboratory licensed by the State of Kansas. The District will provide the employee written notice of the laboratory or collection agent to which the employee is to report for testing.
4. Whenever an authorized administrator recommends and requests an employee to undergo a drug or alcohol test based on reasonable suspicion that the employee may be using or under the influence of drugs or alcohol, the supervisor of the employee to be tested will transport the employee to a designated specimen collection site facility and await the completion of the collection procedure. The supervisor then will transport the employee back to the employee's work site and assist the employee in contacting his/her spouse, family member or other person designated by the employee to arrange for the employee to be transported to the employee's residence. If no other person is available to transport the employee, the employee's supervisor may transport the employee to the employee's home.
5. If the employee refuses to agree to undergo a drug or alcohol test or to comply with the procedures described above and attempts to operate a motor vehicle, the employee's supervisor will attempt to discourage the employee from attempting to do so and, if necessary, shall contact local law enforcement personnel. Any employee who fails or refuses to comply with the District's policies and procedures relating to prohibited drug or alcohol use and testing procedures will be subject to disciplinary action, up to and including termination of employment.

6. Pending receipt of the results of an employee's drug or alcohol test results, the employee shall be suspended with pay, waiting for an employee's drug and/or alcohol test results, that employee must be removed from his/her position until the drug and/or alcohol test results are confirmed negative for prohibited drugs. The employee will be placed on leave of absence with pay. If the employee's test results are positive for the use of prohibited drugs or alcohol, the employee will be subject to disciplinary action in accordance with District policies and procedures. If the employee's tests are negative for the use of prohibited drugs or alcohol, the employee may return to work at the Superintendent's discretion.

7. If the employee is asked to undergo a drug or alcohol test, the District will notify the employee of the results within forty-eight (48) hours or by the next business day after it receives the results from the laboratory. To preserve the confidentiality of the test results, the District will provide notification of the test results by first class mail, postage prepaid. If the test results are positive for the use of prohibited drugs or alcohol, such notification also shall include a statement of the employee's rights to contest such test.

8. If the employee receives notice that the employee's test results were confirmed positive, the employee will be given the opportunity to explain the positive result following the employee's receipt of the test result. In addition, the employee may have the same sample retested at a laboratory of the employee's choice.

9. The District will make reasonable efforts to maintain the confidentiality of the results of any drug or alcohol test. Only District employees with a need to know the results will have access to such results. However, test results may be presented, used and disclosed by the District in connection with any due process or other administrative hearing requested by the employee in connection with any proposed disciplinary action or other administrative or judicial proceeding relating to any such disciplinary actions or otherwise relating to the employee's employment by the District or as may otherwise be required by law.

10. The District will pay the cost of any drug and alcohol testing required or requested by the District, including the cost of re-testing of positive results requested by an employee. The costs of any other additional tests that an employee may request will be the responsibility of the employee.

Approved: August 28, 2006

Updated: October 26, 2009

Reviewed: September 23, 2013

GCRA Full Time Classified Personnel

Full time classified personnel are those employees who work 40 hours per week, twelve months of the year.

Overtime Pay

Only classified personnel working 40 hours per week are eligible for overtime pay.

Approved: August 28, 2006

Updated: October 26, 2009

Reviewed: September 23, 2013

GCRH Vacations for Classified Employees

Classified employees of the board may be granted a paid vacation each year after the first year of employment as follows:

- beginning July 1, 2006, part-time classified personnel who work thirty hours or more per week, twelve months of the year may earn up to five days of paid vacation;
- classified personnel who were employed prior to July 1, 2006, and who work twelve months of the year, may earn up to a maximum of three weeks of vacation; this vacation will be prorated based on the number of hours the classified employee works per week;
- full-time classified personnel who work 40 hours per week, twelve months of the year may earn up to a maximum of three weeks of vacation. Full time classified personnel will receive two weeks of vacation after one year of employment up to five years. Beginning with the sixth year, one additional day shall be added each year. A maximum of three weeks of paid vacation will be allowed.

Approved: October 12, 1998

Updated: August 28, 2006

Updated: October 26, 2009

Reviewed: September 23, 2013

GCR Work Schedule

The board will make reasonable effort to establish and maintain adequate working conditions.

Attendance

Regular attendance is required of all non- licensed employees as a condition of employment, subject to individual leave in accordance with district policies, and excessive absences or tardiness, unauthorized leave or unexcused absences may result in disciplinary action including termination of employment.

Time Schedules

The superintendent shall develop time schedules for all non-licensed employees, subject to approval by the board.

Work Load

Work load assignments for non- licensed personnel, i.e., clerical, aides, maintenance, custodial, and food service, shall be made by the superintendent.

Approved: October 12, 1998

Updated: August 26, 2002

Updated: October 26, 2009

Reviewed: September 23, 2013

GCR-R Work Schedules

Time Schedules

Time schedules for non- licensed employees will be assigned at the beginning of the employment term by the superintendent.

Work Load

The normal work load for non- licensed personnel may vary according to assignment.

Approved: October 12, 1998

Updated: October 26, 2009

Reviewed: September 23, 2013

The Board is committed to providing a positive and productive learning and working environment. To that end, and in accordance with Kansas law, bullying, including harassment, hazing, intimidation or menacing, by students, District employees and Third Parties on or in District Facilities is strictly prohibited. The Superintendent shall propose, and the Board shall review and approve, a Bullying Prevention Plan (the "Plan") to address prevention of bullying in or on any District Facility. Such Plan shall include provisions for the education and training of District students, staff members, parents and, to the extent possible, Third Parties, to discourage and prevent bullying and shall include appropriate community involvement as approved by the Board. Students, District staff members, parents and Third Parties who engage in conduct prohibited by this Policy shall be subject to disciplinary action in accordance with District policies and procedures.

Terms used in this policy but not otherwise defined herein shall have the meanings set forth below:

"bullying" means any intentional gesture or any intentional written, verbal, electronic or physical act or threat by any student, staff member or parent towards a student or by any student, staff member or parent towards a staff member that is sufficiently severe, persistent or pervasive that it creates an intimidating, threatening or abusive educational environment that a reasonable person, under the circumstances, knows or should know will have the effect of:

- (i) harming a student, staff members, whether physically or mentally; or
- (ii) damaging the property of a student staff member or Third Party; or
- (iii) subjecting or placing a student, staff member or Third party in reasonable fear of harm; or
- (iv) subjecting or placing a student, staff member or Third Party in reasonable fear of damage to their property.

"cyberbullying" means bullying by use of any electronic communication device through means including, but not limited to, e-mail, instant messaging, text messages, blogs, mobile phones, pagers, online games and websites. Bullying also includes conduct which constitutes hazing, harassment, intimidation and menacing as defined in this policy.

"District Facility" includes the District's schools, school vehicles and other facilities owned, leased or used by the District, and other property and facilities at which District students or staff members are present in connection with any District-sponsored, District-approved or District-related activity or function, such as field trips or athletic events, where students are under the control of the District or where District staff members or Third Parties are engaged in District business or activities.

"hazing" includes, but is not limited to, any act that recklessly or intentionally endangers the mental health, physical health or safety of a student for the purpose of initiation or as a condition or precondition of attaining membership in, or affiliation with, any group or organization or District-related activity such as, forced consumption of any drink, alcoholic beverage, drug or controlled substance, forced exposure to the elements, forced prolonged exclusion from social contact, sleep deprivation or any other forced activity that could adversely affect the mental or physical health or safety of a student or that requires or encourages, authorizes or permits another to be subjected to wearing or carrying any obscene or physically burdensome article, assignment of pranks to be performed or other such activities intended to be degrading or humiliating.

"harassment" includes, but is not limited to, any act which subjects an individual or group to unwanted, abusive behavior of a nonverbal, verbal, written or physical nature on the basis of age, race, religion, color, national

origin, disability, marital status, academic interest, relative academic success, sexual orientation, physical characteristic, cultural background, or socioeconomic status.

“intimidation” includes, but is not limited to, any threat or act intended to tamper with, damage or interfere with another’s property, cause substantial inconvenience, subject another to offensive physical contact or inflict serious physical injury on the basis of race, color, religion, national origin or sexual orientation.

“menacing” includes, but is not limited to, any act intended or which reasonably may be expected to place a District student, employee, or a Third Party in fear of imminent serious physical injury.

The term "parent" includes a guardian, custodian or other person with authority to act on behalf of a child.

"School vehicle" means any school bus, school van, other school vehicle and private vehicle used to transport students or staff members to and from school or any school-sponsored activity or event.

"Staff member" means any person employed by the District.

A “Third Party” includes, but is not limited to school volunteers, parents, school visitors, service contractors or others engaged in District business, such as employees of businesses or organizations participating in cooperative work programs with the District, and other persons not directly subject to District control in connection with inter-district and intra-district athletic or other competitive events or other school programs or events.

Revised and Approved: November 26, 2007

Updated: February 24, 2014