

Classified Employee Manual



**Smoky Valley Public Schools
USD #400**

2019

FORWARD

The Board of Education and administration recognize the valuable work accomplished by classified staff members who serve important roles in carrying out the mission of the school. This manual is dedicated to the better understanding of employee benefits for classified employees and is not an employee contract.

Glen J. Suppes
Superintendent
Smoky Valley Public Schools U.S.D. #400

BOE Approved: 8.19.19

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CLASSIFIED EMPLOYEES

Terminology

The term “year”, as used in this handbook, is defined to mean that period of time commencing with the first day of July and ending June 30. Unless otherwise specified, “days” refers to “work days” and “employee” refers to classified employee and “immediate family” refers to the employee’s spouse, children, parents, siblings, and grandparents (including relatives by marriage such as “step” and “in-laws”).

HOLIDAYS

Classified employees working two (2) hours or more per day, except seasonal workers, are granted the following paid holidays, if these holidays fall within their regular work year: Labor Day, Thanksgiving, Christmas, New Year's, Good Friday, Memorial Day and 4th of July. (This applies to employees working during and after these holidays.)

PAID LEAVE

Annual Leave

Employees who work halftime or more (20 hours each week) and who are employed more than ten (10) consecutive months at their primary duty (not summer school, seasonal work, etc.) during a year shall receive annual leave at the pro-rated amount of .834 days per month worked. Annual leave for full-time school building personnel must be taken during the summer or during other periods when school is not in session. **QUALIFYING EMPLOYEES MAY USE ANNUAL LEAVE DURING THANKSGIVING, CHRISTMAS, AND SPRING BREAKS.** Other qualified employees must take vacation during their regular working term. Exceptions may be granted by the superintendent if enough advance notice is given. Annual leave may accumulate up to two years accrual or 25 days, whichever is less. When the maximum is reached, further accumulation will stop until annual leave time is used. If an employee is terminated or terminates voluntarily without appropriate notice, vacation pay will not be paid.

Employees working 4 or more hours per day on a 12-month basis will earn annual leave according to the following schedule of employment years:

0-5 years	.834 days/month	10 days/year
6 years	.917 days/month	11 days/year
7 years	1.000 days/month	12 days/year
8 years	1.084 days/month	13 days/year
9 years	1.167 days/month	14 days/year
10 years	1.250 days/month	15 days/year
11 years	1.334 days/month	16 days/year
12 years	1.417 days/month	17 days/year
13 years	1.500 days/month	18 days/year
14 years	1.584 days/month	19 days/year
15 years +	1.667 days/month	20 days/year

LEAVE

Qualified classified employees working 4 or more hours/day on a regular basis are granted the availability of 1.67 days of emergency leave per month (available immediately after entering actual work service under contractual conditions). During continuous contracted service an employee may accumulate a total availability of 90 days at a rate of 1.67 additional days of leave per month. **“Leave” in all categories is subject to hours accumulated in employee’s own leave bank.**

Sick Leave

Sick leave is to be used for an employee’s own illness or disability. Disability is defined as a condition which prevents the employee from efficiently performing duties normally required under the contract of employment. Disability leave includes incapacity contributed to by pregnancy, miscarriage, abortion, childbirth and recovery there from. A long-term illness (more than 5 days) requires a doctor’s release to return to work. (See FMLA page 5).

Maternity Leave

An employee may use up to thirty (30) days of paid leave immediately after giving birth for the care of her newborn. If an employee gives birth during the summer (non-contracted time), the 30-days will begin immediately following the birth; not at the start of the contract year. If an employee does not have thirty (30) days paid leave accrued, then additional days may be granted by the superintendent in consultation with the Board of Education. If all of the employee’s paid leave is depleted by use pursuant to this category, two additional days shall be granted to the employee on the first contract day she reports for service following this leave. (See FMLA page 5).

Family Illness

An employee may take a maximum of fifteen (15) days paid leave per school year for essential attention to cases of illness among members of the employee’s immediate family. “Immediate family” refers to the employee’s spouse, children, parents, sibling(s), and grandparents (including relatives by marriage such as “step” and “in-laws”). Family illness may not be taken due to the lack of child care. (See FMLA page 5).

Parental Leave

An employee may take up to fifteen (15) days accrued paid leave following the birth of his child (father), the adoption of the employee’s child, or the placement of the employee’s foster child. If leave is requested during the summer (non-contracted time), the 15-days will begin immediately following the birth, adoption or foster placement; not at the start of the contract year. If an employee does not have fifteen (15) days of accrued paid leave, then additional paid days may be granted by the superintendent in consultation with the Board of Education. (See FMLA page 5).

Personal Business Leave

Three (3) normal working days, with pay, may be used at the employee's own discretion to conduct personal business. The employee must file written notification of the date and time of the absence with the building principal prior to use. The one exception to this rule: Classified personnel who are not required to work when school is canceled due to inclement weather, may utilize personal leave for the canceled day. Request to take advantage of this privilege must be submitted within one week following the inclement weather day. All requests will be approved, provided the employee has additional personal leave available. These hours are chargeable against leave accumulation.

The Board of Education shall compensate eligible employees for two (2) unused personal days before June 30 following each school year at the rate of \$50.00 per day on the basis of their full-time equivalency per year or the employee may choose to have the unused personal leave count towards accumulated leave totals.

Bereavement Leave

The employee may take up to ten (10) days paid leave in conjunction with, and related to, the death of someone in the employee's immediate family.

One (1) normal working day or a maximum of eight (8) hours per year with pay may be used for funerals. Advance notice for bereavement leave must be given to the building principal. Additional bereavement leave may be granted by the Superintendent when deemed appropriate.

Jury Duty

1. Each employee shall be paid his or her regular salary for days missed because of serving on jury duty.
2. For absence of the employee due to being called for jury duty, the employee shall be paid their regular salary and shall endorse all jury pay (except that allowed for actual expenses) over to the school district.
3. This leave shall not be charged against the employee's leave.

Family Medical Leave

Pursuant to the Family and Medical Leave Act (FMLA), federal law entitles eligible employees to take up to twelve (12) weeks unpaid leave each year for specified family and medical reasons. If the employee has accumulated sick leave, this must be used first and will be counted toward the annual Family Medical Leave. Family and Medical Leave will be granted under conditions provided by the federal law and the USD 400 Family Medical Leave Plan. For more information, please contact the District Office.

UNPAID LEAVE

Leave of Absence

An employee may be granted a leave of absence when deemed appropriate by the Board of Education.

Depleted Leave

Classified employees may be absent from duties only under the leave provisions outlined above. A leave under the arrangement of “no work, no pay” is not allowable except by special permission from the superintendent. If leave totals are depleted and an employee needs to be absent for a reason covered under one of the categories listed above, special leave may be granted by the superintendent.

PROFESSIONAL LEAVE

Professional leave shall be granted at the discretion of the building principal and superintendent. A request for leave (USD #400 form 44) must be completed and approved in advance of the leave.

CLASSIFIED STAFF MAKE-UP POLICY (INCLEMENT WEATHER)

Days and/or hours missed by classified employees when school is canceled during inclement weather will not be paid unless time is made up which will benefit the district. Arrangements to make up the time must be made with the immediate supervisor and reported to the building principal. Employees who request personal leave for these days will be paid their regular daily salary (see “Personal Leave” page 5).

FRINGE BENEFITS

Fringe benefits, to include health insurance, KPERS participation, annual leave, emergency leave and professional leave are provided to eligible employees of U.S.D. 400. All regular employees who work halftime or more (20 hours each week) during the school year receive health insurance, KPERS benefits and emergency and professional leave days with accumulation. Summer positions are considered temporary work and are not eligible for fringe benefit accrual.

INSURANCE AND ANNUITIES

The district provides for an approved health insurance program. Annuities are available at the choice of the employee.

HEALTH INSURANCE

The district pays a single plan, option #1, which can only be applied to health insurance for all employees working 20 hours or more per week. Other employees may qualify based on provisions of the Affordable Care Act. Additional policy and enrollment information is available at the District Office.

ANNUITIES

Classified personnel may defer a portion of their earnings through an annuity program. Employees are responsible for their portion of FICA taxes on annuities. Annuities are exempt from federal and state withholding taxes until annuities are withdrawn. More information is available at the District Office.

KPERS

All employees who are in a covered position employed 630 hours per year or more or 3.5 hours per day for at least 180 days will be enrolled in Kansas Public Employees Retirement System (KPERS). The state contributes to KPERS depending on the financial needs to provide adequate benefits.

The purpose of KPERS is not only to provide an orderly means for retirement but to extend life insurance coverage, long-term disability and service-connected death benefits to members and their beneficiaries.

Contributions plus interest may be withdrawn after termination of employment; however, the employee forfeits any rights or benefits they may have accrued prior to the date of withdrawal. Please contact the District Office for additional information.

SOCIAL SECURITY

Employees are covered by Social Security (FICA). The employer makes an equal contribution. Social Security provides retirement benefits as well as long-term disability and death benefits.

UNEMPLOYMENT INSURANCE

USD #400 contributes to unemployment insurance. Employees who leave the employment of USD #400 may or may not be eligible for benefits. Benefits are determined on an individual basis and applicants should inquire at their nearest unemployment office.

The law, K.S.A. 44-706, provides in part that benefits shall not be payable, based on wage credits earned while in the service of an educational institution, for the period between two successive academic years if an individual had a contract or reasonable assurance during the recently completed school term and has a contract or reasonable assurance for work in a similar capacity next term.

WORKERS COMPENSATION

Workers compensation insurance coverage is provided for all employees. Any work-related injury must be reported to the building principal or District Office administrator immediately. If the employee does not report the injury within ten (10) days, the claim may be denied. The district has designated the Family Health Care Clinic, Lindsborg, as our medical provider. The district is required to furnish all necessary medical treatment and has the right to designate the treating physician. The district is only liable up to \$500 if the employee seeks treatment from a doctor not authorized by the district.

Workers compensation benefits are paid to an employee while he/she is losing time from work as a result of a work-related injury or illness, which arises out of and in the course of their employment. Injured employees are not entitled to compensation for the first week they are off work unless they lose three consecutive weeks. The amount paid is based on 66 2/3% of the employee's average weekly wage up to a maximum of 75% of the state's average weekly wage. These benefits are subject to legislative changes.

MEDICAL REIMBURSEMENT PLAN **(under Section 125)**

An employee leaving the district before the end of the plan year will be responsible to the district for payment through the end of the plan year.

EMPLOYEE WORK SCHEDULE

Sunday work in or on district facilities shall be only what is emergency or unavoidable.

TIME SHEETS

Time Clocks are located in each attendance center. Please make sure you are clocking in at the beginning of your day, and out at the end of your day, as well as your lunch period. Any overtime or variance in your scheduled day must be approved by an administrator in advance except for emergencies. All extra duty hours **MUST** be turned in during the pay period worked.

The Transportation Department will use timesheets recorded to the nearest (5) minute increment.

EMPLOYEE REIMBURSEMENT

Reimbursement:

- a. Meal reimbursement for employees while away from their tax home, **but not overnight**, are taxable as a wage to the employee, subject to employment taxes. Travel must be away from home **overnight** to be excludable from wages.
All Classified staff (excluding bus drivers) attending a conference or meeting out of town must complete a Professional Expense Form (Form #17) in order to receive a meal allowance of \$20 (**taxable**) per meal. If a meal is provided as a part of the conference, reimbursement cannot be requested. If attending an overnight professional activity, and an employee must complete a form in order to be reimbursed \$55 meal per diem (non-taxable). *Reg. §1.274-2(c) and (d)* The completed form must be submitted to the District Office within 30 days of the activity.
- b. **Bus Drivers** traveling out of town will be paid their applicable rate through the duration of the trip instead of being reimbursed for meals.
- c. The District will pay the full cost of lodging, if approved in advance.
- d. Classified employees will be paid the district mileage reimbursement rate from their assigned attendance center for out-of-district use of personal vehicles. When more than one person is attending a meeting, carpooling is required. When the employee must travel to a point within the district to meet a district owned vehicle to go to an out-of-district meeting, no mileage will be paid.

MINIMUM MEAL BREAKS

All classified employees, except bus drivers, will take a minimum of thirty (30) minutes for meal break when working a regular shift more than six hours or more. When a meal break is not observed, the employee will be paid regular wages while on duty. Any exception may be made only when scheduling does not permit, with approval by or as directed by the superintendent.

Bus drivers will be covered under the section "Reimbursement" because of varied schedules.

HOURS PAID FOR MEETINGS

Classified employees will be paid the normal salary rate for travel and meeting time. When more than one person is attending the meeting, car pooling is required. Bus drivers will be paid their regular driving rate for meeting time.

COMPLIMENTARY ADMISSION

Complimentary admission is provided for all employees, spouse, and K-12 children attending USD #400.

TOBACCO POLICY

The use of tobacco products is prohibited in any form in any school building owned, leased or rented by the school district that is used for attendance purposes. School personnel who must use tobacco products will do so in a designated area outside school buildings and away from student traffic.

DRUG FREE SCHOOLS POLICY

The unlawful possession, use, or distribution of illicit drugs and alcohol by school employees on school premises or as a part of any school activity is prohibited. This policy is required by the 1989 amendments to the Drug Free Schools and Communities Act. P.L. 102-226. This policy shall be evaluated at least every other year using criteria developed by the superintendent and approved by the Board of Education.

EMPLOYEE CONDUCT

As a condition of continued employment in the district, all employees shall abide by the terms of this policy. Employees shall not unlawfully manufacture, distribute, dispense, possess or use illicit drugs, controlled substances, or alcoholic beverages on district property or at any school activity. Compliance with the terms of this policy is mandatory. Employees who are found violating the terms of this policy will be reported to the appropriate law enforcement officers. Additionally, an employee who violates the terms of this policy may be subject to the following sanctions:

- (1) Short term suspension with pay;
- (2) Short term suspension without pay;
- (3) Long term suspension without pay;
- (4) Required participation in a drug and alcohol education treatment, counseling, or rehabilitation program;
- (5) Termination or dismissal from employment.

Prior to applying sanctions under this policy, employees will be afforded all due process rights to which they are entitled under their contracts or the provisions of Kansas law. Nothing in this policy is intended to diminish the right of the district to take any other disciplinary action which is provided for in district policies.

If it is agreed that an employee shall enter into and complete a drug education or rehabilitation program, the cost of such programs will be borne by the employee. Drug and alcohol counseling and rehabilitation programs along with names and addresses of contact persons for the program may be provided by the district.

GENERAL STATEMENT OF NONDISCRIMINATION

Smoky Valley does not discriminate on the basis of race, color, national origin, religion, sex, disability, age, or genetic information in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups.¹ The following person has been designated to handle inquiries regarding the non-discrimination policies:

Name and/or Title: Glen J. Suppes
Address: 126 S. Main Lindsborg, KS 67456
Telephone No.: 785-227-2981

For further information on notice of non-discrimination, visit <https://wdcrobcop01.ed.gov/CFAPPS/OCR/contactus.cfm> .

SEXUAL HARASSMENT

USD #400 strongly disapproves of sexual harassment. All employees are responsible for assuring that the workplace is free from sexual harassment. Sexual harassment in any form will not be tolerated. Because of the school district's strong disapproval of offensive or inappropriate sexual behavior at work, all employees must avoid any action or conduct which could be viewed as sexual harassment, including:

- (1) Unwelcome sexual advances;
- (2) Requests for sexual acts or favors;
- (3) Such conduct that has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment. This includes verbal or physical conduct of harassing nature, including unwanted letters, phone calls, looks, gestures, touching, teasing, jokes, remarks or questions of a sexual nature.

Any employee who has a complaint of sexual harassment at work by anyone, including supervisors, co-workers, or visitors, must bring the problem to the attention of responsible officials. All employees will notify the administration of such allegations. Employees may bring their complaint to their building principal, supervisor or superintendent of schools. If the complaint involves someone in the employee's direct line of command, then the employee may go to another supervisor. The superintendent of schools will be notified of any allegation of any improper employer-employee relationship.

**Smoky Valley USD 400
2019-20 School Calendar
126 S. Main, Lindsborg, KS 67456
785-227-2981 • www.smokyvalley.org**

August 2019						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

S 12 / T 15

September 2019						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

S 19 / T 20

October 2019						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

S 12 / T 13
(43 total 1st qtr.) S 7 / T 9 - 2nd qtr.

November 2019						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

S 17 / T 18

December 2019						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

S 15 / T 15
39 total 2nd qtr.

January 2020						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

S 18 / T 20

February 2020						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

S 17 / T 20 - (35 total 3rd qtr.)

March 2020						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

S 16 / T 17 days

April 2020						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

S 19 / T 20

May 2020						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

S 13 / T 14
48 total - 4th qtr.

August

7-9New Teacher Orientation
12.....First Day for All Teachers
15 (1:30 Dismissal).....First Day of School
K-6 & Orientation for SVHS Freshmen & New Students
Kindergarten Begins - Half Days August 15-23
Pre-K Scheduled Testing Times August 15-23

16.....First Day of School for Grades 10-12
26.....Kindergarten - Start All Day Classes
Pre-K Start Classes

September

2.....NO SCHOOL - Labor Day
3.....NO SCHOOL - Teacher Inservice

October

7.....NO SCHOOL - Teacher Inservice
17.....End of First Quarter (43 student days)
18.....NO SCHOOL Hyllningsfest
21.....NO SCHOOL Teacher Workday
28.....NO SCHOOL - P/T Comp. Day

November

4.....NO SCHOOL - Teacher Inservice
27-29.....NO SCHOOL - Thanksgiving Break

December

20.....End of First Semester (39 student days)
23-31.....NO SCHOOL - Christmas Break

January

1-3.....NO SCHOOL - Christmas Break
6.....NO SCHOOL - Teacher Workday
7.....Classes Resume
20.....NO SCHOOL - Teacher Inservice

February

3.....NO SCHOOL - Teacher Inservice
21.....NO SCHOOL - P/T Comp. Day
27.....End of Third Quarter (35 student days)
28.....NO SCHOOL - Teacher Workday

March

2.....NO SCHOOL - Teacher Inservice
16-20.....NO SCHOOL - Spring Break

April

6.....NO SCHOOL - Teacher Inservice
10.....NO SCHOOL - Good Friday
13.....NO SCHOOL - Easter Break

May

8.....NO SCHOOL - All Schools Day
20.....Last Day for Students (48 student days)
21.....Last Day for Teachers - All Day Workday



Teacher Contract Days 181 (includes 9 Inservice Days, 5 Workdays, 2 PT Comp. Days); New Teacher Contract Days 184; Student Days - 165

Approved by Committee 01.31.19

BOE Approved 02.11.19

Notes
