

# Classified Handbook



*Unified School District 250*

**POLICIES & PROCEDURES  
2011-2012**

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# **SECTION I – EMPLOYMENT GUIDELINES**

## **ADMINISTRATION ORGANIZATION**

### **Line and Staff Organization**

There exists a direct line of authority from the electorate to the students. Positions in the line of authority and responsibility are the:

- Electorate
- Board of Education
- Superintendent of Schools
- Principals and Directors
- Teachers and Classified Staff
- Students

Educational programs will be determined within this line of authority.

Communication is enhanced if each person in this line communicates ideas, suggestions or concerns first with the person next in authority in either direction.

### **Underlying Policies and Procedures**

1. To ensure that the instructional and administrative programs are supported by competent employees serving in the following positions:
  - a. Maintenance
  - b. Technology
  - c. Transportation
  - d. Nutrition Services
  - e. Custodial
  - f. Secretarial
  - g. Paraprofessionals
2. To establish qualifications that accomplish the above purpose.
3. To hire and assign classified employees in a manner that is in keeping with the welfare of the entire school community.

## **DISCRIMINATION DENOUNCED**

Unified School District 250 does not discriminate on the basis of race, color, national origin, sex, disability, religion, or age in its employment procedures, educational programs and activities. The following person has been designated to handle inquiries regarding the non-discrimination policies:

Destry Brown, Superintendent of Schools  
510 Deill, PO Drawer 75  
Pittsburg, KS 66762  
(620) 235-3100

## **CLASSIFIED EMPLOYEES**

### **Appointment of Classified Employees**

The superintendent will nominate classified employees to fill all necessary vacancies in the classified support staff in cooperation with directors and principals. The superintendent will recommend to the Board of Education at the May meeting a list of employees who are to be continued in service.

### **Assignment and Reassignment of Classified Employees**

The superintendent will have the authority to assign all classified employees to their respective positions in the schools and inform the Board of Education of a classified employee's reassignment to another school when the best interests of the school program will be served.

### **Pay Increases**

The Board of Education may elect to award pay increases on an annual basis or on a merit basis when recommended by district administration.

### **Posting of Employment Opportunities**

The human resources department posts vacancies in all district buildings. Postings are updated when a change to the current postings occur. Current employees interested in a position listed on the posting should express their interest in said position by communicating in writing to the human resource director.

The human resources director will periodically place advertisements in the local newspaper for classified positions. Applications can be completed online through the USD 250 website, [www.usd250.org](http://www.usd250.org).

### **Probation Period**

All new classified employees of the district will serve a 90-day probation period. During this period, the immediate supervisor will determine the training and evaluation schedule. Monthly evaluations may be implemented at the supervisor's discretion; however, a 90-day evaluation is mandatory. The superintendent may review the evaluation and any recommendations from the immediate supervisor.

After the 90-day probation period, employees will be evaluated and considered for salary increases on an annual basis. Please refer to each benefit item to determine eligibility and effective dates.

### **Term of Employment of Classified Employees**

Classified employees will be appointed annually, contracts to be executed in keeping with the school calendar as adopted by the Board of Education.

# **EVALUATION OF CLASSIFIED EMPLOYEES**

## **Policy**

The Board of Education supports the concept of continuous improvement. Therefore, periodic evaluation of classified employees is required.

## **Regulations**

1. Each classified employee shall be evaluated according to the following schedule:
  - a) Once during the first three months of employment
  - b) Once each year thereafter
2. Each classified employee shall be evaluated in writing by his/her immediate supervisor.
3. The employee's ability to fulfill his/her job description shall be the basis of evaluation.
4. The employee shall have the right to review written evaluations and shall sign the evaluation to verify review of the evaluation.
5. A copy of the evaluation will be provided for the employee and a copy will be placed in the employee's personnel file

## **SECTION II – PROCEDURES**

### **INCLEMENT WEATHER SCHOOL/OFFICE CLOSING/DELAYED START**

At times the starting time for the school day/work day may be delayed or cancelled due to inclement weather. In addition, the superintendent may close offices at his/her discretion. When it is necessary to close offices due to inclement weather or other reasons, the day for 12 month employees becomes a “non-work paid day.” Maintenance employees who are required to work on such days will be awarded a comp day at straight time to be taken during the same week or at the latest, the same pay period.

When it is necessary to close schools due to inclement weather or other reasons, the day for less-than-12-month employees becomes a “non-work paid day”, unless the Board requires the time to be made up.

The decision as to whether the non-work paid day(s) will be added at the end of the school year will be determined by the Board of Education.

### **GRIEVANCE POLICY**

Any employee may file a complaint with their supervisor concerning a school rule, regulation, policy or decision that affects the employee. The complaint shall be in writing, filed within ten (10) calendar days following the event complained of and shall specify the basis of the complaint. The supervisor shall meet with the employee and provide a written response within ten (10) calendar days. If the employee disagrees with the decision, the employee may appeal to the superintendent. The superintendent’s decision shall be final.

### **MEDICATION (ADMINISTRATION OF) IN PITTSBURG USD 250**

#### **Policy**

Regulations for the administration of medication will be developed with the safety of school children being the primary consideration. The regulations will minimize the administration of medication to children during the school day or during school-sponsored activities.

#### **Regulations**

1. Medication will be administered by the personnel of USD 250 to students when expressly authorized by the building principal, but only under the following conditions:
  - a. Written authorization from a parent/guardian and from attending physician or dentist must be delivered to the building principal. Said authorization shall contain detailed directions for the administration of the medication, and shall be substantially in the same form as the form attached hereto and entitled “Authorization for Medication”.

- b. The medication must be in the container bearing the label of the pharmacist, and the said medication, along with the aforementioned written authorization.
  - c. Only oral medications may be administered by classified personnel.
  - d. The building principal shall be responsible for assigning the administration of medication to the most appropriate staff member. The name of the staff member so assigned shall be available to all building personnel and interested parents.
  - e. An individual record shall be kept of each medication administered by school personnel. Said record shall contain the information set forth in the form attached hereto entitled "Medication Given at School".
  - f. A licensed health care professional shall be responsible for the supervision of the administration of medications, and persons administering medication shall seek professional advice whenever in doubt.
2. All prescription medication, whether or not the same is to be administered by USD 250 personnel, shall be delivered to the building principal as soon as the student arrives at the school. Students may be in possession of nonprescription medications, only if the student possesses a parental authorization for such medication, or if such possession is expressly authorized by the building principal.
3. All medication which is delivered by the building principal, whether prescription or nonprescription, and including (but not limited to) medication requiring refrigeration, shall be kept in a locked container under the supervision of the building principal, and all such medication shall be inventoried each semester by a licensed health care professional. Out of date medication shall be returned to the parent or shall be destroyed.
4. Schools are strongly encouraged to provide an educational program for students aimed at resolution of problems without medication at school, proper identification of the student to receive the medication should be emphasized. It is also recommended that students be observed for reactions to the medication for twenty minutes after administration. Furthermore, information on those to consult for unfamiliar medication should be made available to the person administering the medication.
5. The district policy and regulations should be shared with all local physicians and dentists. Forms should also be made available to the health care providers in the community.
6. As with any regulations established for the safety of students, emergency situations may arise in which strict adherence to a particular regulation is not appropriate; in such situations good judgment must prevail.

## **PAYMENT METHODS**

All classified employees will be paid over 12 months in equal payments, with exceptions noted below.

The following positions will be paid by actual hours worked each month:

- All new classified staff employees  
(Note: These employees will be paid over 12 months at the beginning of their second (2nd) year of employment unless they are working in one of the following positions.)
- Lunchroom/Breakfast Supervisors
- After School Care Workers
- Crossing Guards
- Extra Duty Workers
- Medication Aides
- After School Tutoring/Enrichment Staff
- Bus driving assignments outside of the regular, daily 4.5 hour bus routes

### **Direct Deposit**

Each employee's salary will be directly deposited in the financial institution of his/her choice on the twentieth (20th) of each month, unless that day falls on a non-working day, in which case the payment will be deposited on the last preceding working day. Payroll check stubs, or the equivalent thereof, will be distributed to staff.

### **Compensatory Time for Over 40 Hours**

Compensatory time off in lieu of overtime pay may be offered to district non-exempt employees at the rate of one and a half hours of comp time for each hour of overtime worked. Comp time or overtime is earned whenever a classified employee works in excess of 40 hours in the one-week period from 12:00 a.m. Sunday to 11:59 p.m. the following Saturday. Vacation, sick, personal or holiday time may be used in computing hours worked during a one-week period. However, comp time used may not be included. For example, an employee who receives eight hours of holiday pay on Monday and works 9 hours each day from Tuesday through Friday would be entitled to four hours ( $8+9+9+9+9 = 44$ ) of comp time or overtime. However, if that employee took eight hours of comp time on Monday and worked 9 hours each day from Tuesday through Friday, the employee would be paid for 44 hours at this regular straight-time, etc.

Employees must obtain written supervisory approval before earning or using comp time. The employer may suggest appropriate times for comp time to be used. However, according to Fair Labor Standards, an employee's request for use of comp time must be honored unless the use of comp time would be "unduly disruptive" to the employer.

The comp time accrual is limited to 60 hours. This is equal to 40 hours worked at time and a half. Any employee who reaches this limit must be paid cash for any additional overtime worked unless special approval is granted by the Board of Education.

All employees are to use comp time earned by the end of the fiscal year. Accumulated comp time is to be used in lieu of sick or personal leave until all accumulated comp time has been used. Any unused comp time outstanding as of June 30<sup>th</sup> will be paid to the employee unless other

arrangements have been approved by the Superintendent in writing. It is the supervisor's responsibility to work with employees on comp time utilization so that no comp time (and the related financial obligation) remains at year end.

Employees are to indicate comp time earned and taken on their time card. The time card must reflect actual hours worked.

Supervisors will track comp time earned and taken by pay period and submit to the payroll department. (Supervisors are Principals, Directors, Department Heads, Lead custodians, etc.)

#### Straight Comp Time for 40 hours or less:

For employees contracted for less than 40 hours, compensatory time will be given at straight time (1 hour = 1 hour) until 40 hours is reached and then time and a half will be given. Example: Contract of 37 hours – the 38<sup>th</sup>, 39<sup>th</sup> and 40<sup>th</sup> hours are straight time with time and a half beginning with the 41<sup>st</sup> hour worked.

### **Overtime Pay - Authorizing Payment of Overtime: Compensation Time**

The normal workweek consists of forty hours, worked eight hours per day for five consecutive days between 12:00 a.m. on Sunday and 11:59 p.m. Saturday. All overtime work and compensatory time must be authorized in writing in advance by your immediate supervisor.

All classified employees are subject to 29 USC 201, et seq. (Fair Labor Standards Act,) and the applicable administrative rules and regulations as may from time to time be promulgated or amended.

## **PURCHASING PROCEDURES**

### **Authorization for Incidental Supplies**

Incidental supplies needed during the month for the various schools not previously authorized by the Board of Education may be authorized by the director of business operations. The superintendent may delegate authority to home economics teachers and lunchroom managers to order groceries. All supplies authorized must be purchased by an order to be issued by the purchasing agent of the Board of Education. Any employee purchasing supplies without authorization may be held personally responsible for the costs.

### **Purchase Orders**

Supplies, materials, and equipment needed in the operation of the schools of Unified School District 250 must be requested by the appropriate persons on a district purchase order. If the administration in charge of the account approves the request, the purchase order is forwarded to the Director of Business Operations who will check to ensure there are adequate funds available in the appropriate account to cover the purchase.

## **RELEASE OF PERSONNEL DATA**

It is extremely difficult to establish procedures which will serve legitimate interests of credit bureaus, credit unions, banks, retailers, finance companies, and collection agencies and at the

same time protect the necessary confidential relationship between school and family and between school district and employees. However, due to the increase in the number of requests, some guidelines will be established for school administrative personnel to follow in responding to them.

### **Regulations**

1. Instructional personnel should release personal information about any student such as attendance, achievement, or guidance data only to other personnel in USD 250 who have a direct, instructional interest in any given child, or to the parents or guardian of such child. Any other request must be referred to building principals. This in no way restricts the normal flow of transcripts to colleges and other school districts, however.
2. Requests from creditors for information concerning addresses of families who have or did have children in USD 250 schools should be referred to the superintendent. This information will generally be released only for compelling legal matters.
3. Other requests for information should be referred to the superintendent.
4. Nothing in this policy shall be intended to restrict or limit the normal professional relationship that necessarily exists between schools and social service agencies whose purpose are to serve people and whose confidence has been demonstrated.

## **STUDENT PRIVACY RIGHTS**

District employees may have ongoing opportunities to access confidential information or records that are required to be kept confidential. Much of the student information processed by the district employees is confidential, and state and federal law limits its release; for example, driver record and vehicle registration information, confidential student records, criminal history background check information, information obtained pursuant to Social and Rehabilitation Services (SRS) interventions, social security number information, and professional misconduct background checks.

Employees are prohibited from divulging information contained in the student records and files of the district, except to other, authorized employees who may need such information for an educational purpose in connection with their duties and to authorized persons or agencies only in accordance with law, district policies, and administrative rules.

If an employee is approached to provide information inappropriately, the employee must refuse to release the requested information unless authorized by his/her supervisor or otherwise be required to release the information under law or court order. In all cases, the employee's immediate supervisor shall immediately be informed, of any requests.

Any employee who inappropriately releases information, or uses confidential information obtained in the course of his/her employment with the district will be disciplined in accordance with board policies and district procedures. Disciplinary action may include penalties, up to, and including, termination.



## SECTION III – BENEFITS

### HOLIDAYS

All full-time twelve-month classified employees are entitled to the following holidays with pay:

- Independence Day
- Labor Day
- Thanksgiving Day, and the day after Thanksgiving
- Christmas Day and the day before or the day after Christmas
- New Year's Day
- Martin Luther King Day
- Memorial Day
- Optional day to coincide with a non-school day at the superintendent's discretion

If a holiday should fall on a Saturday or Sunday, the actual day off for any department will be noted on the work calendar assigned to the employee.

In addition, the superintendent may take a holiday and place it elsewhere (i.e., one of the two Christmas Holidays may be substituted for the day before Thanksgiving).

### LEAVE

#### Adoption Leave

Any regular, full time employee of the district may use a maximum of three (3) days accumulated sick leave because of the adoption of a child.

#### Catastrophic Leave

From time to time an employee may experience life events (illness, accident, natural disaster, etc.) that may cause him/her to be unable to complete the duties of their work. Employees who experience these events and who use all their accrued sick leave, personal leave, vacation days and sick leave pool availability may apply to the district for catastrophic leave benefits.

It is the intent of this leave to provide solutions for employees who may be threatened by events that are beyond their control and provide a financial safety net for employees against such events.

Application for these benefits shall be made to the Superintendent who shall present the application for consideration to a committee consisting of a member of the Classified Council, the employee's supervisor, and a member of the Board.

This committee may recommend to the Board an extension of the employee's leave for any part of the remainder of the school year or until the employee is eligible for KPERS disability benefits. This recommendation will include continuation of the employee's full salary and benefits or a partial continuation of the employee's salary and benefits. The committee's recommendation will be forwarded to the Board for consideration and action.

## **Legal Leave (Jury Duty)**

1. Legal leave shall be granted to employees without any deduction of days or pay for the purpose of fulfilling one's obligation to a jury summons.
2. In the case of being issued a court subpoena, the employee will notify the Superintendent who will enlist the assistance of the board attorney to submit a written deposition in place of a court appearance on the part of the employee. There will be no charge to the employee for this service. If submitting a deposition is not acceptable to the court, then the employee will be given paid legal leave to meet this obligation.

## **Leave of Absence-Short Term**

All requests for a leave of absence, with or without pay, which extend six days or longer must be brought to the Board of Education for approval or disapproval. The superintendent has the authority to approve or disapprove a leave of absence, with or without pay that is five days or less in duration. Guidelines that will be used by the superintendent in determining the merit of each request include:

1. Past history of the absences used by the employee.
2. The extent that educational benefits will be lost.
3. Personal leave will not be used in conjunction with the requested leave.
4. A competent substitute, in the opinion of the administration, can be secured for the days missed.
5. There is adequate time for planning by the administration and the substitute.
6. It is not an extension of vacation or holidays as scheduled on the official school calendar.

The superintendent will report to the Board of Education all requests for a leave of absence submitted and the outcome rendered.

## **Personal Leave**

1. All employees shall be entitled to two (2) days of leave time per year for personal reasons. This leave may be used at the employee's discretion provided the principal or supervisor has been notified in writing at least 24 hours prior to the day to be used. The written requirement may be waived by the principal or supervisor in emergency/unforeseen situations.
2. New employees beginning at other than the beginning of the school year receive one (1) hour personal leave per month until July 1 at which time the annual accumulation is begun. New hires that are on 90-day probation may earn personal leave, but may not use it until they have successfully completed the probationary period.
3. Use of personal leave is limited during the first week and last week of each semester. Employees who apply for personal leave during these times shall be required to state on the application the purpose of the personal leave. If the reason for the leave is to attend an event over which the employee has no scheduling control, the leave shall be granted.
4. The principal or supervisor will approve or deny personal leave requests based on proper staff coverage in employee's area or department.

5. Personal leave may accumulate to a maximum of five (5) days. By the employee's last regular duty day each year, each employee, on a form provided by the district, shall direct the district what he/she desires to do with any unused personal days. Options include:
  - a) Leaving up to three (3) days of unused personal leave to carry forward as personal leave to the next year.
  - b) Rolling any or all unused personal leave days into accumulated sick leave to carry forward to the next year, provided that does not cause the employee's accumulation to exceed the maximum. Sick leave days would then be available only for sick leave purposes.
  - c) Provided the employee shall end the year with at least fifty (50) days of accumulated sick leave, reimbursement may occur for up to two (2) days of unused personal leave at one third of the employee's daily rate of pay. Payment shall occur in June.
  - d) If the employee ends the year with at least 110 days of accumulated sick leave, then the reimbursement shall instead be at one half of the employee's daily rate of pay.
  - e) These options shall apply only to full days or half-days. Unused leave will be truncated to the nearest half-day.
6. In the event the employee fails to return the form directing the district in regard to unused leave, the district will do the following in the order listed:
  - a) Leave up to three (3) days of unused personal leave to carry forward as personal leave to the next year.
  - b) Roll any additional unused days into accumulated sick leave, provided that does not cause the employee's accumulation to exceed the maximum allowed to be carried forward. Sick leave days would then be available only for sick leave purposes.
  - c) Reimburse at the rates stipulated above, depending on the employee's sick leave accumulation. Payment shall occur in June.
7. The Superintendent may waive the maximum number of employees allowable per building.

Personal leave for classified staff will be computed in hours per year. The hours allowed will equal hours worked per day times 2. Example: an employee is scheduled to work 6.5 hours each day. He/she would receive 13 hours of personal leave (6.5 x2).

### **Sick Leave**

Classified employees working less than twelve (12) months and four (4) or more hours per day shall be entitled to ten (10) days absence each school year without loss of pay when such absences are caused by or contributed to by personal illness of the employee, or illness or death of a near relative, attendance at a funeral or quarantine of the employee. Twelve (12) month employees shall be entitled to twelve (12) days leave per year. Any unused sick leave may be accumulated to a maximum of one hundred twenty (120) days, all or any part of which may be used in any given

year for absences covered by this policy. Sick leave days awarded to employees that have accumulated the maximum of 120 days will be donated to the classified sick leave pool.

New employees beginning at other than the beginning of the school year receive one (1) day sick leave per month until July 1 at which time the annual accumulation is begun. New hires that are on 90-day probation may earn sick leave, but may not use it until they have successfully completed the probationary period.

A school year for sick leave purposes is defined as that period of time included in each employee's contract when said employee is considered "on duty".

A near relative is defined to mean the spouse, siblings, parents, grandparents, children and grandchildren of the employee; children, parents, siblings and grandparents of the employee's spouse. This includes relationships established through marriage or adoption.

Sick leave for classified staff will be computed in hours per year. The hours allowed will equal the hours worked per day times 10 days. Example: An employee is scheduled to work 6.5 hours each day. He/she would receive 65 hours of sick leave for the contract year (6.5 x 10).

### **Sick Leave Pool**

There is hereby established a pool of sick leave days for use by employees. The sick leave pool shall be used in the event of prolonged illness or disability and will be implemented as follows:

Each employee shall be a member of the sick leave pool and eligible for the benefits therein.

1. Each employee shall contribute one (1) of his/her sick leave days per year to the sick leave pool during the first three (3) years of employment. After the contribution of three (3) days, the employee shall be considered vested in the sick leave pool.
2. Upon the contribution of one (1) day to the pool, the employee is eligible to request days from the pool.
3. If the accumulated days in the sick leave pool are less than five hundred (500) days on September 1 of any year, all employees shall also contribute one (1) additional day to the pool.
4. If the accumulated days in the sick leave pool are less than one hundred (100) days at any time during any year, vested employees shall also contribute one (1) additional day to the pool in order to replenish the days.
5. Days contributed by an employee (member) become a permanent part of the pool and will not be refunded to that employee.
6. Any employee who wishes to use the sick leave pool must provide evidence that the employee or eligible family member is under a doctor's care and present a written formal application to the sick leave screening board which shall consist of:
  - a. the Superintendent or his/her designee;
  - b. the principal or supervisor where the applicant is employed;
  - c. a member of the Classified Council; and

d. the Clerk of the Board.

7. No screening board member shall vote on his/her own request. If the applicant is one of the foregoing, an alternate shall be appointed by the remaining committee members.
8. The application must include a written statement concerning the inability to work. The Superintendent may require a statement from the employee's physician certifying that he/she is incapable of performing his/her duties as a result of the prolonged illness or disability. The physician may be asked to certify in writing the number of days absence the given illness or disability requires.
9. A simple majority vote of the screening board shall be considered to be an affirmative vote for the applicant.
10. Written notification of approval or other disposition of the application will be made by the screening board to the applicant.
11. Before using the sick leave pool, each employee shall have depleted his/her accumulated sick leave, personal leave, and vacation days.
12. The sick leave pool may not be used to cover employees who are receiving pay from worker's compensation.
13. At the end of each contract year, the unused days in the sick-leave pool shall be carried over into the sick-leave pool for the next contract year.
14. No employee may draw more than thirty (30) contract days from the pool during any school year (July 1 - June 30).
15. The provisions of this section shall apply only to employees, his/her spouse, parents of the employee or spouse, and children or stepchildren of the employee. Sick leave benefits for family as defined in this section will be limited to a maximum of ten (10) days per employee per year.

### **Vacation Days**

Each 12-month full-time employee who has been employed one or more years is entitled to an annual vacation of ten days with pay in a twelve (12) month period. In the first year of employment, employees earn one (1) vacation day per month, not to exceed ten (10) days, until July 1. Employees hired between the first and the fifteenth of the month will earn a vacation day for that month; employees hired after the fifteenth will not earn a vacation day in that month.

Beginning in an employee's 11<sup>th</sup> consecutive year of service, 12 month full time employees are entitled to fifteen (15) days with pay in a twelve (12) month period. Employees who transfer from a full time nine (9) or ten (10) month position to a full time twelve (12) month position are eligible to have credit for their years in a nine (9) or ten (10) month position by adding the total number of months worked in the partial years position and dividing the total by 12.

Vacation time for classified employees must be approved by the employee's immediate supervisor.

At the end of the contract year, employees who are eligible to receive 15 or more days of vacation annually *may* be paid for up to five (5) days of unused vacation in excess of the maximum accumulation allowed, at the discretion of the superintendent.

## **LEAVE WITHOUT PAY**

### **Emergency Leave**

Emergency leave will be granted for time lost due to natural disasters, legal obligations, family emergencies, and travel related emergencies. Application shall be made to the Superintendent. Emergency leave days that are granted will be charged to personal leave or, in the event the employee has no personal leave available, to accumulated sick leave.

### **Extended Leave**

Extended leave for a maximum of one year may be granted by the Board to employees who request such a leave. Such leave (if for a school term) shall be requested by February 1 for leave during the following school year. A request indicating the reason for a leave of absence shall be submitted to the Superintendent who shall present it to the Board for consideration. Leave may be requested for the following:

- 1) A leave of absence for one year will be granted to employees who welcome a new child to their family by birth or adoption.
- 2) A leave of absence will be granted to employees for other reasons that are approved by the Board. For leave periods of less than one year, the leave may be granted at the option of the Board.

An employee on a leave of absence will be required to notify the district by February 1 of the intent to return to the district the following year. Failure to notify the district of intent to return by this date will result in forfeiture of the right to return. Application for leaves that do not correspond with the beginning of the school year may have different dates for consideration of applications and for notification of return. When such dates differ from the standard dates this will be noted in the application and subsequent approval.

A leave of absence year will not count toward accrued experience in the district for purposes of salary calculations or sick leave. Returning employees will retain leave and salary placement accrued prior to the leave. Extended leaves of absence are without pay, however the employee may remain in the district's medical insurance group by a timely payment of premiums during the term of the leave.

Employees returning to regular employment following a leave of absence will be placed in a position similar to the position vacated prior to the leave, but are not guaranteed a return to the same position. An employee returning from Extended Leave is encouraged to be attendant to relevant vacancies as they are posted and to apply for any position for which he/she desires to be considered. Employees making said application in a timely manner shall be granted an interview. Any employee not placed by April 15 will be placed in a position similar to the position vacated prior to the extended leave, but are not guaranteed a return to the same position.

## **RETIREMENT BENEFITS**

- A. All employees who have served ten (10) or more consecutive years in this district before retirement will be eligible for additional compensation according to the following schedule.
- B. This additional compensation will be \$15.00 per day for each day of unused sick leave for those employees retiring. Compensation for unused sick leave shall be limited to a maximum of 120 days.
- C. Employees who may find it necessary or desirable to retire from employment with the district may retire under the terms and conditions hereinafter specified. Retirement is voluntary.
- D. All staff that are new to the district in the 2008-09 school year and thereafter shall be on Option B and shall not be eligible for Option A.
- E. Additionally, employees hired after July 1, 2000 who have elected to switch to Option B are no longer eligible for Option A. The election is irrevocable.

### **Early Notification Bonus**

A bonus payment of \$250.00 shall be paid to an employee submitting written notice of his/her resignation/retirement by December 15. This payment only applies to an end of school year retirement or resignation.

### **Option A Retirement Incentive**

- A. An employee who is terminated or is non-renewed prior to accessing the retirement plan is not eligible for retirement benefits under Option A.
- B. The employee requesting the benefits shall notify the Superintendent in writing no later than the last work day in February preceding the anticipated retirement date. The notice shall include the anticipated date of retirement.

When a retirement request includes extenuating circumstances, the Superintendent may accept and recommend for board approval and application received after the last work day in February.

For requests received after the last work day in February, the Superintendent may place the additional requirement of finding and employing a suitable replacement prior to approving retirement incentive benefits. If the untimely request for retirement is granted, the approval shall include both the annual stipend and the payment for unused sick leave as allowed in this provision.

- C. Eligibility. An employee is eligible for retirement if he/she:
  - 1. has ten (10) or more years of continuous employment with the district and,
  - 2. meets the KPERS guidelines for retirement and actually retires through KPERS.

- D. Leaves. A leave granted by the Board will not be counted as part of the ten (10) year requirement. Any leave covered under the negotiated agreement will not break the continuity of employment. Leaves provided for under Board policy may or may not break the continuity of employment at the discretion of the Board. If it is the intent of the Board to break the continuity of employment when granting a leave, the employee will be notified in writing when the leave is approved.
- E. Basis of Retirement Benefit. The retirement benefit shall be an annual payment in January equal to 15% of the retiree's annual contracted salary for the final year of service. Payment will be made for a period of five (5) years and will be deposited into a 403(b) tax sheltered annuity with Security Benefit Life. These benefits may be immediately withdrawn from the account, rolled over to a different 403(b) account, or moved to an IRA account without penalty to the retiree. Federal and state taxes will not be collected on these funds until they are withdrawn from a tax sheltered account.
- F. Terms and Conditions.
1. Upon the death of the employee receiving benefits, all unpaid benefits due under the retirement provision will be payable to the employee's designated beneficiary.
  2. An employee who takes retirement shall have the responsibility to keep the school district informed of his/her current mailing address and telephone number.
  3. An employee who has completed ten (10) years of eligible service with the district shall be vested in the district's plan and remain eligible for retirement benefits upon his/her retirement from the district under and provisions of this article.
- G. If any provision of this plan is determined to be in violation of Federal or State laws or regulations, and the plan could not be brought into compliance by practical and reasonable means, then the entire plan shall immediately terminate and shall be of no further force or effect unless re-adopted by the Board.

### **Option B Retirement Incentive**

#### Employer and Employee Paid Contributions

- A. Employees who are eligible to participate in the Cafeteria 125 plan will be eligible to participate in the 403(b) Retirement Plan. The option to enroll will be provided yearly, following the same timeline for open enrollment to the Cafeteria 125 plan.
- B. The district will match the employee-elected contribution to the account up to 1.5% of the primary contract salary of each employee.
- C. Upon separation of service from the district and subject to current 403(b) regulations, the employee may withdraw all employee-contributed funds, including any additional money on the amounts provided by the employee gained through investment.
- D. Beginning his/her 6<sup>th</sup> continuous year as an employee and subject to current 403(b) regulations, he/she will become vested in 20% of the amount that was contributed by the employer, including any additional amount gained through investment of those funds. The vested portion will continue to increase by an additional 20% per year until the employee is 100% vested beginning his/her 10<sup>th</sup> continuous year.

Vesting Schedule:	Year(s)	Amount Vested
	1-5	0%
	6	20%
	7	40%
	8	60%
	9	80%
	10	100%

- E. An employee may access the vested portion of his/her Employer Paid Account upon separation of service from USD #250.
- F. Employer and Employee Paid Contributions and growth thereon will be considered taxable income upon distribution from the plan. Further, a penalty for early withdrawal may apply for distributions made prior to the age allowed by State and Federal laws and regulations. Qualified rollover options may allow a terminated employee to defer taxation until a later date.
- G. If any provision of this plan is determined to be in violation of Federal and State laws or regulations, and the plan could not be brought into compliance by a practical and reasonable means, then the entire plan shall immediately terminate and shall be of no further force or effect unless re-adopted by the Board. In any event, the employee may access all employee contributions and the earnings thereon as well as employer contributions per the vesting schedule described above.

**Other Provisions**

- A. Retirees are eligible to maintain membership in the district’s health insurance group upon timely payment of quarterly premiums until eligible for Medicare insurance coverage.
- B. In addition to other benefits as stated herein and after ten years of service to the district, the district will pay \$15.00 per day for each day of unused sick leave for those employees retiring. Compensation for unused sick leave shall be limited to a maximum of 120 days. The retiree shall notify the Superintendent no later than the last work day in February preceding the anticipated retirement date of his/her intent to retire for the next school year. The Superintendent may recommend for Board approval a notification submitted after that date.

**SECTION 125 CAFETERIA PLAN**

The Board of Education will provide a Section 125 Cafeteria Employer Paid Plan for classified staff. Options will include Health Insurance, Group Term Life Insurance, Salary Protection Insurance, Cancer Insurance, Dental, Vision, Medical Reimbursement and Dependent Care. The employee cannot change any options between October 1 and September 30, unless family status changes as follows: marriage, divorce, birth or adoption of a child, death of a spouse or child, or change of employment for employee’s spouse. The Board of Education retains the sole right to select all common carriers of all benefits.

Any rules promulgated by the Federal or State Governments and the Internal Revenue Service that effect the Section 125 Cafeteria Employer Paid Plan will be considered by the Board of

Education. Under these circumstances, the Board of Education reserves the right to alter, modify, or terminate the Section 125 Cafeteria Paid Plan in order to be in compliance with these rule changes.

Employees will be eligible to participate in the Section 125 Cafeteria Employer Paid Plan on the first of the month following the employee's probation period. Each full-time staff member who chooses to participate in the group health insurance plan shall have a portion of the monthly premium paid by the Board of Education:

Single Plan (Option 3):	\$370.00 per month
Single Plan (Option 1 or 2):	\$430.00 per month
Single plus child(ren):	\$530.00 per month
Single plus spouse:	\$530.00 per month
Family Plan:	\$630.00 per month

Employees working less than 20 hours per week are not eligible for the board paid benefit. The board paid amount will be pro-rated for less than full-time employees using the following schedule:

Employees working 20 to 24 hours per week:	50% board paid health benefit
Employees working 25 to 29 hours per week:	75% board paid health benefit
Employees working 30 hours or more:	100% board paid health benefit

If the employee's health insurance premium is less than the fringe benefit, then the excess fringe amount may be applied to other benefits in the IRC 125 plan. Cash shall not be an option.

### **Shared Board Benefit**

Employees that participate in the district provided group health insurance through Greenbush Health and whose spouse is employed in another district or Interlocal that also participates in Greenbush Health may pool their fringe benefit dollars toward an employee/spouse or full family plan. The fringe may only be applied to the health insurance premium.

This arrangement shall require an agreement between the two districts and shall run from year to year until severed by either district. The employee may provide a preference as to which district carries the policy, but the final determination shall be made by the districts. Special consideration will be made to ensure districts meet minimum participation guidelines from the insurance carrier.

The amount forwarded from the first district to the second district shall be up to 100% of the fringe amount specified in this agreement. However, if the combined negotiated fringe amounts exceed the premium for the selected plan, then each district's contribution shall be reduced equally. For example, if the combined fringe amount for the two districts is \$725 and the selected employee/spouse premium is \$625, then each district reduced its fringe obligation by \$50 per month.

## **TUITION ASSISTANCE**

Classified employees having full-time employment status with the district are eligible for tuition assistance according to the following guidelines.

1. Coursework – Levels 100 and 200

Through a reciprocal agreement with Labette Community College, classified employees are eligible to enroll in for-credit coursework tuition free.

- A. The agreement covers all tuition and incidental fees.
- B. The employee is responsible for minimum course or material fees and additional fees assessed for online courses.
- C. The employee purchases their own books.
- D. Prior to enrolling each semester, the employee must contact the human resource office to obtain a Verification of Employment form to submit to the college at the time of enrollment.

2. Coursework – Levels 300 and Above

A tuition pool is established for classified employees taking level 300 courses or above.

- A. Up to \$2,500 will be set aside for each semester - summer, fall, spring.
- B. Employees are eligible for up to six hours of tuition assistance per year. If the employee is in a degree-granting program, he/she is eligible for an additional three (3) hours of tuition assistance per year.
- C. In the event that requests exceed the amount available, tuition assistance will be provided in the order the requests were submitted, except that each employee shall only be eligible for up to three (3) hours of assistance granted per day. This is to ensure a more equitable distribution of the tuition assistance money. Requests beyond that limit will be acted upon the following work day, provided funds still remain.
- D. Classes must be taken, if offered, from Pittsburg State University to be eligible for reimbursement. Exceptions shall be approved in advance by the Superintendent and reimbursement shall not exceed the Pittsburg State University course rate.
- E. The district will reimburse 50% of the tuition, excluding fees, books, and materials, upon proof of the successful completion of the course. Successful completion is defined as a "B" or better in a graded course and a "Pass" in a nongraded course.
- F. Proof of completion, typically in the form of the grade sheet, along with copies of receipts that indicate the cost of the tuition, shall be made within 30 days of the end of the class.
- G. The tuition pool will be opened for requests no earlier than two weeks prior to the first day of classes for that session. The employee will receive written notification regarding the request within one week after the date of the submission. The tuition

pool will remain open until one week after the first day of class or until funds are exhausted, whichever comes first.