

INTRODUCTION

This handbook is not an employee contract. Further, this handbook is not to be considered as either an express 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, his/her designee is implied.

As a condition of employment, employees agree to follow rules and regulations, which have been adopted by the board.

This handbook may be changed or modified and items added or deleted at any time as recommended by the superintendent 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 employed pursuant to a written contract may still be employees-at-will in accordance with the written contract and employment may be terminated as provided in the written contract.

PURPOSE OF HANDBOOK

Knowledge of the material in this booklet will assist new staff with the rules and policies of Unified School District #336. It will also serve to refresh the memories of those persons who currently work in the system.

USD #336 MISSION STATEMENT

With the fundamental belief that every student can learn, the primary purpose of Holton School District #336 is to provide each student with learning opportunities in order to establish a foundation for success, both now and in the future.

Adopted:
Board of Education
January 27, 1992

STATEMENT OF ACCOUNTABILITY

The Board of Education, administration, faculty and staff accept their responsibilities for implementing and achieving the mission of USD #336.

EQUAL OPPORTUNITY EMPLOYER

The district is an equal opportunity employer and shall not discriminate in its employment practices and policies with respect to hiring, compensation, terms, conditions, or privileges of employment because of an individual's race, color, religion, sex, age, disability or national origin. See "Discrimination Complaints," p. 2.

DRUG FREE STATEMENT

The unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in Holton USD #336. Violators will be prosecuted. Any employee who is convicted under a criminal drug statute for a violation occurring at the workplace must notify the superintendent of the conviction within five (5) days after the conviction.

Within thirty (30) days after the notice of conviction is received, the school district will take appropriate action with the employee. Such action may include the initiation of termination proceedings. Alternatively, or in addition to any action short of termination, the employee may be required to satisfactorily participate in an approved drug abuse assistance or rehabilitation program as a condition of continued employment. The employee shall bear the cost of participation in such program.

Tobacco Use (Board policy GAOC)

The use of tobacco products by any person, in any form, is prohibited in any school building, owned, leased or rented by the district, that is used for pupil attendance purposes, or in any school vehicle.

HAZARDS STATEMENT

Asbestos: Holton USD #336 has an operations and maintenance program for managing asbestos-containing materials. Information concerning asbestos location is on file in each building in Holton district and is available for inspection by all employees.

Worker Right To Know: Holton USD #336 has a program designed to inform workers of hazardous materials in the schools. Information covering hazardous materials, including safety data sheets, is available in each building and is available for inspection by all employees.

Pesticides: The district periodically applies pesticides inside buildings. Information regarding the application of pesticides is available from the District Office.

HIERARCHY OF USD #336

The board of education is responsible for establishing policy concerning the educational processes of the district. The Board of Education meets at 7:00 p.m. on the second Monday of each month at the District Office on a regular basis and on the fourth Monday of specified months; contact the District Office for those dates. Special meetings will be called when the necessity arises. Everyone is welcome to attend these meetings. Should anyone want to discuss a particular item, they should inform the Superintendent one week preceding the meeting so that the item may be put on the agenda. Discussion of personnel and personnel problems will be held in closed session only.

The superintendent is the executive officer and representative of the Board of Education. The building principals are directly responsible to the superintendent. Their responsibility covers the physical building or buildings that they administrate. All events scheduled in that building must be approved by the building principal. The principal is also responsible for all staff and students assigned to their building. Any problems that arise should first be taken to the principal, who will see that the problem is settled. If the problem cannot be resolved by the building principal then a meeting should be scheduled with the superintendent and those involved.

Every staff member is expected to act in a professional and adult manner. To treat students, parents, visitors, supervisors and fellow employees with respect and courtesy. During school hours staff shall devote their time exclusively to school duties.

ORGANIZATION OF HOLTON UNIFIED SCHOOL DISTRICT #336

Board of Education:

Steven Bowser
Keith Eubanks
Todd Holaday
Russell McKinney
Brent Nelson
Shelby Patch
Jay Watkins

Administration:

Dr. Jim Karleskint, Superintendent
Alan Beam, Principal, Holton High School
Mitch Beims, Assistant Principal/Athletic Director, Holton High School
Ralph Blevins, Principal, Holton Middle School
Kathy Cooney, Principal, Central Elementary School
Mark C. Wilson, Principal, Colorado Elementary School
Mark B. Wilson, Special Education Director
Vicki Smith, Asst. Special Education Director

Initial Building Contact Personnel:

District Office Staff:

Dee Folk, Board Clerk/Payroll/Accts. Receivable
Kelly Eck, Board Treasurer/Supt. Secretary/Internet Customer Relations
Doris Yonke, Purchasing/Accounts Payable
Lori Spaar, MIS Clerk/Special Education Secretary
Patti Peterson, Special Education Secretary

Building Secretaries:

Linda Maxwell, Holton High School
Kathi Kimmi, Holton High School
Missy Strader, Holton Middle School
Dedra Rogers, Central Elementary School
Ginger Binkley, Colorado Elementary School

DEFINITIONS

1. Classified employee is considered any employee not required by State Law to hold a certification issued from the Kansas Department of Education.
2. A full-time classified employee is defined as an employee working an average of 40 or more regularly scheduled hours per week.
3. A part-time classified employee is defined as an employee working less than 40 or more regularly scheduled hours per week.
4. A temporary classified employee is an employee who is employed on a day to day basis, or for a specific time limited task.

TABLE OF CONTENTS

Introduction	i
Mission Statement	i
Equal Opportunity Employer	ii
Drug Free Statement	ii
Hazards Statement	ii
Hierarchy of USD 336	iii
Organization of USD 336iv
Definitions	v
Table of Contents	vi
District Procedures	1
Confidentiality	1
Accidents	1
Complaints and Grievances	2
Conflict of Interest	2
Discrimination Complaints	2
Distribution of Materials	3
Dress Code	3
Drug and Alcohol Testing	3
Equipment and Supplies	3

Gifts	5
Health Examinations	5
Interrogation & Investigation of Students	6
Jury Duty	6
Kansas Public Employees Retirement System	6
Leave	7
Loyalty Oath	9
Nepotism	9
Outside Employment	9
Personal Property	9
Personal Vehicle	10
Purchase Order Requirements	10
Records	10
Securing Work Area	10
Sexual Harassment	11
Solicitations	12
Suspension	12
Tardiness and Absenteeism	12
Telephone Calls	12
Timesheets	13
Termination	13
Weapons	13

DISTRICT PROCEDURES FOR CLASSIFIED EMPLOYEES

Any employee may be assigned or transferred at any time to a new location or position at the discretion of the superintendent. Employees shall follow and be familiar with all policies and regulations established by the board of education.

The offer of an employment contract or renewal of an employment contract shall be presented in duplicate. The classified employee shall sign and return both copies within the time period designated by the superintendent.

Any written contract is an employment-at-will contract which may be terminated by either party by giving two (2) weeks written notice to the other. There are no rights of continuing employment.

CONFIDENTIALITY

Information learned at school should be handled in a confidential manner and be discussed only with the appropriate school personnel. Violations of this rule which violate the privacy rights of specific individuals could result in disciplinary action being taken against the employee, including termination.

ACCIDENTS

Any school employee who discovers an accident on school property shall report the accident to the building principal or designated representative. Employees shall report any vandalism or acts of vandalism to their immediate supervisor.

All employees shall engage in safe lifting, climbing and carrying practices. Employees shall ask for assistance when needed. Employees injured at work or on the premises must report the injury to their supervisor immediately.

Employees must complete the Worker's Compensation Report. The supervisor must complete and sign the appropriate forms and send to the District Office.

If emergency treatment is required, the designated supervisor will notify the appropriate family members. It is the employee's responsibility to keep the emergency family contacts updated.

The employee must keep copies of all doctor's orders and provide a file copy to the District Office. The employee must inform the doctor or hospital that he/she is covered by the district workers' compensation plan.

COMPLAINTS AND GRIEVANCES

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) 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) days. If the employee disagrees with the decision, the employee may appeal to the superintendent. The superintendent's decision shall be final.

CONFLICT OF INTEREST

District employees are prohibited from engaging in any activity which may conflict with or detract from the effective performance of their duties.

DISCRIMINATION COMPLAINTS

Discrimination against any individual on the basis of race, color, national origin, sex, disability, age, or religion in the admission or access to, or treatment or employment in the district's programs and activities is prohibited. Holton USD 336 compliance officer is Brad Rahe, Superintendent, P.O. Box 352, Holton, KS 66436, phone 785-364-3650 and has been designated to coordinate compliance with nondiscrimination requirements contained in Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, and The Americans with Disabilities Act of 1990.

Complaints of discrimination should be addressed to an employee's supervisor or to the compliance coordinator. Complaints of discrimination against the superintendent should be addressed to the board of education or compliance coordinator.

Complaints of discrimination will be resolved using the district's discrimination complaint procedure.

DISTRIBUTION OF MATERIALS

Materials from sources outside of the district may not be distributed on school grounds without prior permission from the principal. Examples of outside materials include, but are not limited to, political materials, special interest materials and advertisements.

DRESS CODE

The board encourages appropriate dress for all district employees.

DRUG AND ALCOHOL TESTING

All district employees performing job functions which require the employee to maintain a commercial driver's license shall be tested for alcohol and drugs as required by current federal law. Board approved rules and regulations necessary to implement the testing program shall be on file with the clerk.

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

Compliance with the required elements of the testing program is a condition of employment as a driver in the district.

EQUIPMENT AND SUPPLIES

Use of equipment and supplies is for the performance of official and approved assignments only. Use of district equipment or supplies for personal projects is prohibited without prior permission of the employee's supervisor.

Use of or access to district computers and computer software is limited to district employees and students. Use of computers is for the performance of official and approved assignments only.

Use of district computer equipment or software for personal projects is prohibited without prior permission of the employee's supervisor.

Only software purchased by the district may be loaded onto district computers. Software licensed to the district shall not be used on computers not owned by the district. District software shall not be copied for personal use.

Employees shall not use electronic communications, including e-mail and the internet, to harass staff, students, or other individuals.

No Right to Privacy

Employees shall have no expectation of privacy or restricted access to any information generated during the course of their official duties or entered in any district computers. Employees waive any right to privacy in e-mail messages and consent to the access and disclosure of e-mail messages by authorized employees.

Employees shall only use passwords or other encoding or security mechanisms as assigned by the district computer system(s) administrator or other officials designated by the board. The use of a password does not affect the employer's right to monitor. All forms of electronic communications are monitored by the employer to ensure the systems are only being used for official purposes.

Internet

Inappropriate use and/or transmission of any material in violation of any United States or state regulation, is prohibited.

The copyright laws of the United States make it illegal for anyone to duplicate copyrighted materials without permission. Severe penalties are provided for unauthorized copying of all materials covered by the act unless the copying falls within the bounds of the "fair use" doctrine. Any duplication of copyrighted materials by district employees must be done with permission of the copyright holder or within the bounds of "fair use," as set forth in board policy.

GIFTS TO STAFF MEMBERS

Staff members are prohibited from receiving gifts from vendors, salesmen or other such representatives where the intent of the gift, either expressed or implied, is to influence the employee or cause the employee to represent the vendor, salesman or other such representative in a favorable light to the employee's immediate supervisor, Superintendent of Schools or the Board of Education. Premiums resulting from sales projects sponsored by the district shall become property of the district. All other premiums, price reductions, and additional merchandise awarded based on district business shall become the property of the district.

HEALTH EXAMINATIONS

Health examinations are necessary for all district and contract service personnel who come in direct contact with students. As a condition to enter employment, new employees and contract service personnel in any of these categories in the district are required to have a TB test and/or health examination at the time of employment with the district.(Board Policy GAR and GAR-R) If at any time there is a reasonable cause to believe that any employee is suffering from an illness detrimental to the health of the pupils, the school board may require a new certification of health. (K.S.A. 72-5213)

Policy Review:

In view of the new medical information that is coming forward with regard to AIDS and as medical advancements are made in this area, these recommendations may be updated or changed as needed.

Bus Drivers:

A physical exam is required for all drivers every year. The district will allow up to _____ for the cost of a physical examination from a physician of the employee's choice. Any additional examination services above the minimum required (such as chest x-ray instead of the skin test for tuberculosis screening), will be at the expense of the individual employee.

It shall be the responsibility of all school bus drivers to annually provide documentation to the superintendent of the validity of license certification by the Kansas Department of Revenue. If a school bus driver's license is suspended or revoked at any time, such suspension or revocation shall be immediately reported to the superintendent and the driver shall cease driving a school bus until the license is restored.

Note: The board reserves the right to have any employee examined at any time by a physician of the board's choice to determine if the employee is mentally and/or physically able to fulfill the obligations of employment and/or the policies and rules of the board. The costs of any examination required will be borne by the board.

INTERROGATION AND INVESTIGATION OF STUDENTS (Board Policy JCAB, JCABB)

No one may interrogate or investigate a student on school grounds without the permission of the principal. If a classified staff member believes there is a need to search a student or property, he/she shall contact the principal. Classified personnel shall not search students or property. No law enforcement officer shall search students or property without a search warrant. Building principals are authorized to search students or property if there is reasonable suspicion that district policies, rules or directives are being violated. All searches by the principal shall be carried out in the presence of another adult witness.

JURY DUTY

An employee called to jury duty may be paid regular school wages if the employee endorses all jury duty pay, except reimbursement for mileage and subsistence, over to the district.

KANSAS PUBLIC EMPLOYEES RETIREMENT SYSTEM

All classified staff members who are employed for 630 hours per year or 3.5 hours per day for 180 days entering school service in Kansas are required to participate in the Kansas Public Employees Retirement Systems (KPERS). Four percent of your salary must be deducted and submitted to the system. You can never lose a penny of the money that you pay in and you may withdraw the funds if you leave Kansas school service.

LEAVE

Sick Leave:

Employees working less than twelve (12) months shall earn ten (10) days sick leave per year. Full year (12 month) employees shall earn twelve (12) days sick leave annually. Classified sick leave is accrued in hours equal to each individual's working day and cannot exceed the equivalent of 75 of an individual's work days.

Persons hired after the beginning of the school year will have their sick leave prorated based on the remaining months in the school year.

If all sick leave is used during the term of the contract and BEFORE the contract is renewed, or if the employee has not yet worked on the new contract, then the employee's absence will be treated as **leave without pay**.

Personal Leave:

Each classified employee is entitled to two (2) days personal leave, equivalent to the individual's work day, per year to be taken from sick leave. This leave is non-transferrable and non-accumulative. Classified employees that have worked for the district at least 10 (ten) years are entitled to three (3) days of personal leave.

If all sick leave is used during the term of the contract and BEFORE the contract is renewed, or if the employee has not yet worked on the new contract, then the employee's absence will be treated as **leave without pay**.

Vacation Leave (12 month classified employees ONLY):

Twelve month, classified employees shall earn ten (10) days of paid vacation per year. This leave is non-accumulative and must be used prior to contract end.

Bereavement Leave:

An employee may request time off when death occurs in the immediate family (as defined in the annual negotiated agreement between USD 336 and certified employees) additional time beyond one (1) day to be deducted from sick leave. The employee may use one (1) day bereavement leave to be deducted from personal leave for other than immediate family per year.

In the event the employee has no sick leave/personal leave available, leave must be taken without pay.

Holiday Pay (12 month classified employees ONLY):

Shall receive pay for the following: Independence Day, Labor Day, Thanksgiving (2 days), Christmas Day, New Year's Day, Memorial Day, others as the superintendent provides.

Family and Medical Leave

Family and medical leave shall be granted for a period of not more than 12 weeks during a 12-month period. For purposes of this policy, a 12-month period shall be defined as a fiscal year beginning July 1 and ending the following June 30. Spouses employed by the district may only take an aggregate of 12 weeks of leave for a birth or placement for adoption of a child, foster care or to care for a child with a serious health condition.

Leave for the birth of a son or daughter of the employee and to care for the son or daughter; or placement of a son or daughter with the employee for adoption or foster care must be taken within 12 months of birth or placement.

The leave shall normally be unpaid leave. However, if the employee has any paid vacation, personal, sick or disability leave that is available for use, the paid leave shall be used first and counted toward the annual family and medical leave. The employee will be notified prior to or during the leave period that the leave has been designated as paid family and medical leave.

The employee is eligible for family and medical leave upon completion of 12 months of service in the district and employed at least 1250 hours during the preceding year.

During the period of any unpaid family and medical leave the board shall continue to pay the employer's share of the cost of group health benefits in the same manner as paid immediately prior to leave. Any employee portion of the cost shall be paid by the employee to the clerk of the board on or before the payroll date. The board may terminate group health coverage if the employee payment is not received within 30 days of the due date.

When leave is foreseeable, the employee shall give written notice 30 days in advance. If leave is not foreseeable, notice will be given as soon as practicable.

(See Board Policy GBRI-R)

Religious Leave

Leave of absence may be granted without pay for participating in religious activities. (See Board Policy GBRI-R)

Military Leave

See Board Policies GBRID and GCRG

LOYALTY OATH

As required by current law, (authorized by K.S.A... 75-4308 through 75-4314; K.S.A... 54-101 through 54-103 & K.S.A.. 54-106) all employees must have a signed loyalty oath on file in the district office before beginning employment and to be eligible for a paycheck.

NEPOTISM

The superintendent shall make every reasonable effort to determine whether candidates for employment in the district are related to a board member. If a candidate for employment is related to a board member, the superintendent will make this fact known to the board before any recommendation is made to fill a vacancy.

OUTSIDE EMPLOYMENT

Classified employees shall not be excused during their regularly assigned schedule to engage in outside employment which, by nature or duration, will impair the effectiveness of their assigned duties.

PERSONAL PROPERTY

The district is not responsible for employees' personal property and does not provide insurance on employees' personal property. If an employee's personal property is broken, damaged or stolen while the employee is on the job, repair or replacement is the employee's responsibility.

PERSONAL VEHICLE

With prior approval of the administration, classified employees may use their private vehicle to perform district business. To receive mileage reimbursement, the employee shall file a report showing dates, number of miles traveled and signature of the employee with the district office. Reimbursement shall be made following board approval.

Any employee who plans to transport students in his or her personal vehicle must provide proof of adequate insurance and a valid driver's license to the principal prior to transporting students.

PURCHASE ORDER REQUIREMENT

No item is to be purchased in the name of USD #336 without prior approval and issuance of a purchase order by the superintendent.

RECORDS

Personnel files maintained by the district shall be confidential and in the custody of the appropriate supervisor and/or the superintendent. Employees have the right to inspect their files during regular business hours upon proper notice and under the supervision of an administrator. All address changes must be made with the clerk before the end of the pay period in which the changes took place.

SECURING WORK AREA

Employees are expected to lock or otherwise secure any files, records, safes, tools, vehicles or other district equipment at the close of each work day and other appropriate times. No keys shall be duplicated without permission. Keys shall not be loaned to anyone. Any lost keys shall be reported immediately to the principal so measures may be taken to maintain safety and security and to protect district property.

SEXUAL HARASSMENT

Sexual harassment will not be tolerated in the school district. Sexual harassment of employees or students of the district by board members, administrators, certified and classified personnel, students, vendors, and any others having business or other contact with the school district is strictly prohibited.

Sexual harassment shall include, but not be limited to, unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

- *submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
- *submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
- *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.

No district employee shall sexually harass, be sexually harassed, or fail to investigate or refer a complaint of sexual harassment for investigation. Complaints of sexual harassment by employees will be promptly investigated and resolved. Initiation of a complaint of sexual harassment will not adversely affect the job security or status of an employee, nor will it affect his or her compensation or work assignment. Violation of district policy shall result in disciplinary action, up to and including termination.

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, or if the employee is uncomfortable discussing the issue with his/her supervisor, the employee should discuss the problem with the principal or superintendent.

Employees who do not believe the matter is appropriately resolved may file a written complaint under the district's discrimination complaint procedure. Confidentiality shall be maintained throughout the complaint procedure.

SOLICITATIONS

All persons seeking to sell, solicit, or display an item relating directly to expenditures of school district funds to any school employee on school premises must first secure permission from the building principal or superintendent, as the case may be, before any appointment is made. All other solicitations of or by school district employees are prohibited.

SUSPENSION

The superintendent shall have the authority to suspend classified employees with or without pay until the suspension is resolved by board action. The superintendent may suspend any employee with or without pay for any one or more of the following reasons:

- 1) alleged violation of board policy, rule or regulation;
- 2) upon the filing of a formal complaint against the employee with any civil authority or with the Board of Education charging the employee with the alleged commission of offense involving moral turpitude;
- 3) just cause.

TARDINESS AND ABSENTEEISM

Repeated absenteeism, tardiness, and/or failure to provide proper notification of unscheduled absences may result in disciplinary action.

TELEPHONE CALLS

District telephones are for school business. Use of phones for personal business should be avoided except in case of an emergency. Use of phones for social calls is not permitted. Long distance calls made in an emergency must be recorded and reported to the employee's immediate supervisor so arrangements may be made to bill the employee.

TIMESHEETS

Timesheets are required for all classified employees and must be signed by the employee and supervisor. Timely submission of timesheets by the first day of each month is required for payroll purposes.

TERMINATION

The following acts by an employee shall be considered to be grounds for termination of the employees contract of employment:

- 1) Breach of contract;
- 2) Conviction of any felony or certain misdemeanors;
- 3) Any act or acts which causes or results in any persistent or substantial disruption of the operation of a school building or the school district;
- 4) Unauthorized conversion of school property for non-school purposes;
- 5) Substantial or persistent violation of Board policies, rules, and regulations;
- 6) Persistent or willful insubordination;
- 7) Incompetence;
- 8) Immoral conduct which results in staff not being able to be effective in their job;
- 9) Physical unfitness.

WEAPONS

Employees are prohibited from carrying weapons on school property or at school-sponsored events, unless approved in advance and in writing by the superintendent.