

# Kinsley-Offerle USD #347



## Classified Employee Handbook

2024- 2025

Approved by BOE: June 10, 2024

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# **KINSLEY-OFFERLE SCHOOL DISTRICT UNIFIED SCHOOL DISTRICT #347**

## **INTRODUCTION**

This Handbook will provide you with the information concerning the District, your benefits, and your responsibilities. It is not designed to provide specific practices or policies for every situation. Questions concerning specific practices and policies, or how the general rules apply, should be discussed with your supervisor. Read this handbook carefully and keep it for future reference.

This handbook is prepared for informational purposes only and does not constitute a contract between the District and its employees, and should not be construed as such. The policies and information contained in this Handbook may be changed or amended at any time by the District, with or without notice. The District will attempt to notify all classified personnel of any changes made in Federal Laws, State Laws, and District Policies that would affect their working conditions. No supervisor of the District or any other person, except the Superintendent of the District, has any authority to enter into any agreement of employment for a specified period of time or make any binding representations or agreements inconsistent with this Handbook.

## **DISTRICT MISSION STATEMENT**

The purpose of USD #347 is to provide an equal opportunity for each student to receive a quality education, to reach his or her full potential, and to become a productive member of a diverse and changing society.

## **EQUAL OPPORTUNITY EMPLOYER**

It is the policy of the District to provide equal employment opportunity without unlawful discrimination based on race, color, religion, sex, national origin, ancestry, disability, veteran status, or any other unlawful reason.

Inquiries regarding compliance may be directed to the Superintendent's office at 120 West 8<sup>th</sup> St, Kinsley, KS 67547 or to the Director of the Office of Civil Rights, Department of Education, Washington, D.C.

## **EMPLOYMENT STATUS**

All classified employees are employed on an "at-will" basis regardless of their length of service and may be dismissed at any time unless they are contracted employees. In this case, terms of the contract shall be followed.

## **PHONE NUMBERS**

Superintendent Office (620) 659-3646  
Jr/Sr High School Office (620) 659-2126  
Industrial Arts Bldg. (620) 659-3062  
Elementary School Office (620) 659-2866

Bus Shop (620) 659-3710  
**CLASSIFIED EMPLOYEE  
DEFINITIONS**

**ARTICLE I. - Definitions**

The School District or District: Kinsley-Offerle Unified School District #347.

The Board of Education or Board: The Board of Education of Unified School District #347.

Superintendent: The Superintendent of Schools of Unified School District #347.

Immediate Supervisor: Immediate Supervisor is defined as the person to whom the classified employee is responsible and works under on a daily basis. Normally, Immediate Supervisor shall include the Superintendent, Building Principals, Director of Transportation/Maintenance, and Head Cook.

Classified Employee: All support staff as described referenced in “Classified Unit” below.

Dependents: These are the people who live under the same roof with the employee or of whom the employee has legal custody.

Work Days: The number of work days designated in the employees Statement of Understanding (See Article II). The normal work load for a full time classified employee is 40 hours a week.

Work Week: The term “work week” has two meanings. For payroll purposes, “work week” shall consist of a period of seven (7) consecutive days beginning on Sunday and ending on Saturday. For individuals, “work week” is defined as your normal days of work which is almost always Monday through Friday.

Work Year: “Work year” shall mean the time from the first through last work day of any fiscal year – July 1 to June 30.

REF: Policy references to Board of Education policy. If more information is required, please see a board policy handbook which is located in each building principal’s office and the District Office.

Classified Unit: This unit includes bus drivers, custodians, cooks, transportation director, paraprofessionals, building aids, and secretaries.

Salary Deduction: The salary deduct for a day’s loss of wages shall be computed at the hourly rate.

Full-Time School Year Employees: Full-time school year employees are those assigned to work four (4) or more hours per day for at least nine (9) months that school is in session or accumulate on average approximately 20 hours per work week. Full- time Status is set at the employee’s

time of hire. To move from full-time to part-time requires a conference with the Superintendent and possible board of education action.

**Part-Time Employees:** Part-time employees are those employees assigned to work less than four (4) hours per day or accumulate on average less than 20 hours per work week. This is set at the employee's time of hire. To move from part-time to full-time requires board action.

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

**Substitute Employees:** Substitute employees are those employed to fill a position as a substitute for another employee on a day-to-day basis.

## **ARTICLE II. - Employment**

### Knowledge, Skills, and Abilities Requirements General Statement:

All classified employees must be able to obtain and maintain the following:

Working knowledge of equipment, materials and supplies used in building and grounds for the employee's particular job requirements; Knowledge in the proper and safe techniques of utilizing equipment; Some knowledge of first aid and applicable safety precautions.

Ability to work independently and to complete daily activities according to work schedule; ability to walk and stand for long periods of time; ability to communicate orally and in writing; ability to use equipment (and if necessary) tools properly and safely; ability to understand and follow written and oral instructions; ability to establish effective working relationships; ability to work with supervisors, co-workers, the community, and students; ability to perform responsibilities without the necessity for close supervision; ability to maintain a generally positive attitude.

Loyalty Oath: As required by current law, all employees must have a signed loyalty oath on file in the District Office before the beginning of employment to be eligible for a paycheck.

Conflict of Interest: District employees are prohibited from engaging in any activity which may be a conflict of interest. REF: GAG

Non-School Employment: Classified employees shall not engage in outside employment which, by nature or duration, will impair the effectiveness of their assigned duties. REF: GCRF

### Statement of Understanding (SOU):

- a. A Statement of Understanding is **not** a contract between USD #347 and the employee. Rather, it is a method of providing information which is important and meaningful to the employee relating only to limited terms and/or conditions of employment.

- b. Classified personnel will normally be issued an SOU any time there is a change in salary, position, work hours, work location, or termination. This is understood that all such terms are subject to unilateral change by the Board of Education at any time.
- c. If any employee does not agree with the information contained in the SOU the matter should be discussed with the Superintendent.

### Health Exams

Physical Capacities Test: All classified employees will be required to have a physical and certain employees will be required to have a “physical capacities test” before starting work if their job requires the employee to push, pull, stoop, kneel, lift, climb, balance, bend, stoop, kneel, crouch, work on ladders, work overhead, crawl and/or carry up to a certain amount of pounds. The district will bear the cost of the physical capacities test.

### Certificate of Health

All classified staff members (except temporary workers and substitutes) are required to furnish a statement of satisfactory health upon starting their tenure. State law requires all persons (employees or other persons under the supervision of the school district) who come in regular contact with students to submit a health certificate signed by a person licensed in any state to practice medicine or surgery. The certificate, the form for which is prescribed by the Secretary of Health and Environment, must indicate that such person is free from a condition that would conflict with the health, safety or welfare of the pupils and that freedom from TB has been established by a chest X-ray or negative skin test.

An employee who objects on religious grounds to submitting the required health certificate may request consideration without prejudice by the Board of Education.

The Board of Education reserves the right to adopt such health standards as it shall deem necessary to insure the health, safety and welfare of pupils. These regulations shall apply to all individuals who wish to be employed and to all employees who wish to continue their employment with the district.

During an employee’s service the Superintendent may require a physical examination by a physician specified by the Superintendent. Such examination will be at the employer’s expense. Failure to comply shall constitute grounds for dismissal.

Required Records: Each employee must have the following records/ forms on file with the district office before the first day of employment.

- a. Application of employment
- b. KPERS enrollment form-if employee is eligible
- c. W-4 withholding certificate
- d. K-4 withholding certificate
- e. I-9 form for Immigration and Naturalization (copies of proof of identity)
- f. Driver’s License copy (Bus drivers only)
- g. Loyalty oath
- h. Health Forms



- i. Signed Statement of Understanding
- j. For Bus Drivers: Copy of license, copy of first aid training, copy of receipt of Drug and Alcohol Testing Policy, Record of Drug and Alcohol Testing History, Proof of Defensive Driving course.
- k. Direct Deposit Form (optional)

Job Descriptions: Job descriptions are on file with the Clerk of the Board. Job descriptions are useful and helpful in staffing, wage and salary placement and training. Also, job descriptions can assist employees and supervisors by communicating job responsibilities and expectations. However, **JOB DESCRIPTIONS ARE NOT WRITTEN AS A FIXED POLICY**. On the contrary, job descriptions are merely guidelines which can be changed over time to meet present demands and expectations for the School District. From time to time, employees may be asked to perform duties and handle responsibilities that are not in their job descriptions. If, over time, the new duties and responsibilities remain a significant part of the assignment, the job description will be changed.

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

- 1. Tardiness
- 2. Absenteeism
- 3. Careless or negligent conduct
- 4. Leave without approval
- 5. Dishonesty
- 6. Insubordination or refusal to follow directions
- 7. Theft of school property
- 8. Unapproved use of school premises/property
- 9. Unauthorized possession of firearms or other dangerous weapons on school district property.
- 10. Consumption, use, possession, selling, distribution, or being under the influence of illegal drugs or alcohol while on duty or on school district property
- 11. Abusing school property
- 12. Physical assault/battery on another employee, student, or visitor
- 13. Divulging confidential information
- 14. Violation of school district rules, regulations or policies
- 15. Fraud or fraudulent activities
- 16. Sexual Harassment

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

Appearance: Employees will be expected to wear appropriate attire in order to maintain a neat, clean appearance.

New Employee Probation: A ninety (90) working day probationary period is assigned to all newly hired employees. The purpose of the probationary period is to provide the management an opportunity to observe the new employee's capabilities and gather additional background information. At the end of ninety (90) working days, if the employee's performance is satisfactory, the employee will be placed on regular status. Once on regular status, the employee will be eligible for all leave benefits earned from the starting date of employment. If it is apparent that the employee is not performing satisfactorily and if training and counseling has not resulted in sufficient progress, the employee may be terminated without advance notice during the probationary period and are not eligible for any leave benefits. If terminated during the probationary period, paychecks will be issued at the next regular pay period following the date of termination. The last paycheck may be held until school keys, uniforms, or other district property or equipment have been turned in.

Resignation: When employees wish to resign their position, a two-week notice, in a letter of resignation, clearly stating the final day of work should be prepared and given to the employer with the employee's signature, stating the date and reason for resignation. In the event less than two (2) week notice is given, it will be so noted in the employee's record. The Superintendent may permit a waiver of the two (2) week notice if circumstances warrant. Paychecks will be issued at the next regular pay period following the date of resignation. The last paycheck may be held until school keys, uniforms or other district property or equipment have been turned in.

Retirement: Any staff member planning on retiring should notify the District Office, by letter of intent, stating their final day of work. If the employee has been employed by the District for 10 years or more, any unused sick leave will be at a rate of \$25 per day. After retirement, the employee will have the option of staying on the District's group health insurance plan until the age of 65. The employee will be responsible for paying the full premium amount to the District Office by the first of each month.

Termination: Employees may be terminated upon the recommendation of the Superintendent or his/her designated representative. Any person whose employment is terminated through dismissal for misconduct will forfeit all accrued privileges. Paychecks will be issued at the next regular pay period following termination. Employees dismissed for willful misconduct may be ineligible for re-employment.

The Board reserves the right to terminate the employment of any staff member if the Board has good faith doubt that the employee cannot fulfill the employee's obligations and/or policies and rules of the Board because of mental or physical infirmity.

The Board reserves the right to have employees examined by a physician of the Board's choice to determine whether or not the employee is mentally and/or physically able to fulfill the obligations of the employment agreement and/or policies and rules of the Board. The costs of any examination referred to in this rule shall be borne by the Board.

Transfers: The Superintendent has the responsibility for the assignment of individual classified employees. A classified employee may be reassigned or transferred when it is deemed to be in the best interest of the school district.

Assignment and Transfer: The board reserves the right to assign, reassign, or transfer all classified employees. The Superintendent has the responsibility to supervise all classified employees not directly under the supervision of a building principal.

### **Job Connected Injury:**

#### **What to do if an accident occurs on the job:**

Notify your supervisor immediately. If the employee does not report the injury within ten (10) days, the claim may be denied. Non-emergency injuries should be seen by the district's designated physician, if applicable. If a serious injury occurs, see the physician on call at the Edwards County Medical Center Emergency Room. Thereafter, you must report the injury to your immediate supervisor as soon as possible.

In the event an employee is injured at work he/she shall inform his/her supervisor immediately. The supervisor will then be responsible for contacting the Superintendent or his/her designee who will in turn supply the injured employee with the appropriate forms to be completed. It is the employee's responsibility to keep copies of all doctor's orders and provide the central office with a copy.

The Superintendent shall have the right to have the employee examined by a physician designated by the Board, assist in determining the length of time which the classified employee is temporarily unable to perform his/her duties and determine if this disability is attributable to the injury involved.

## **ARTICLE III. - Work Day and Extra Duty**

Work Schedule: The hours and length of the work day, week and year will vary according to position. The Superintendent or the Superintendent's designee will instruct each employee as to their schedule and any deviations from the specified work schedule requires prior approval of the employee's supervisor. **If it becomes necessary for any classified employee to work longer than their assigned work day in any week, the time must be approved by the immediate supervisor. The supervisor shall place a note on the time card explaining the need for the "extended hours" to be approved.** Any compensatory time an employee earns must be used within the pay period in which it is earned. Also, any compensatory time earned in lieu of overtime (over the 40-hour work week) shall have a time value of one and one-half hours for each hour worked; however, this must be actual time physically at work – not holiday, sick days, personal, vacation days, etc.

Rest Period: Rest periods may be flexible due to the individual employee's work schedule; however, the daily hours worked assure rest periods according to the following schedule and to be taken at the discretion of the immediate supervisor:

<b>Daily Hours Worked</b>	<b>Rest Period Before meal</b>	<b>Rest Period after meal</b>
7 hours or more	15 min.	15 min.
4- 6 ½ hours	10 min.	10 min.
3 ½ hours or less	One ten minute break total	

During rest periods employees are free to leave their work stations; however, arrangements should be made to cover those work stations requiring continuous attendance. Rest periods are subject to certain restrictions:

1. No rest period is to be taken until at least one hour of work is completed.
2. Rest periods are limited to specific duration.
3. Rest periods shall not be scheduled during the first and last hour of a shift.
4. Rest periods shall not be accumulated nor used to leave the assignment early.
5. Rest periods shall not be combined with the lunch period.

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

1. Food Service Employees: State and Federal Law allows food service workers (those actually preparing, serving food, taking money or accounting for those eating, and administering the program - this does not include those supervising the dining area) to have a free meal. **The eating time cannot be compensated and the food service worker must "clock out" during the eating time.**

Evaluations: All classified employees shall be evaluated twice during their first year of employment, and at least once every other year. One copy of the evaluation document is placed in the individual's personnel file in the district office and the second copy is to be given to the employee.

Employees may also be placed on probation after an evaluation or after issues concerning conduct or misconduct. This is a way for the employee to fix an issue with his or her performance and remain employed because the supervisor believes the employee has the ability to modify his or her behavior concerning performance. Employees on probation are not allowed to move up on the pay scale and will be informed in writing as to the reason the employee is on probation, what behavior or performance must be altered to be taken off of probation and the length of the probation. The first probation may range from one week up to 30 days. If progress is not made toward the goal by the designated time period, the employee will be terminated. Probation is not required or applicable in many situations.

Suspension: Any employee may be suspended with pay, until the employee has a hearing before the board. REF: GBK

Extra Duty: Assignments which occur after the duty day or on Saturdays (i.e.-volleyball line judge, scorer, timer, etc.) will be assigned by the building principal. Any classified employee serving in this capacity should submit a SEPARATE time card listing dates and services by hours and minutes (in 15 minute increments) to the building principal each month. The building secretary will report monthly totals to the District Office. All overtime will be paid at the rate currently required by law. Jobs not within the regular employee responsibilities, such as those mentioned above, or Rule 10 positions filled by classified employees, will be paid at a rate set by the board.

## Summer Hours

The District Office Staff will be required to work adequate hours each week. Hours in each day may vary to allow for a shorter week.

## ARTICLE IV. - Payroll

Salary Schedule: Classified employees shall be paid according to the salary schedules (see Appendix A) or wage scales established each year by the Board of Education. Annual advancement is not guaranteed. It will be based upon, but not limited to, the following factors: job performance, improvement of skills, cooperation, and attendance.

Pay Date: Classified employees will receive their pay check on or before the 23<sup>rd</sup> of each month. Direct deposit is available.

Time Clocks: It will be necessary for classified employees to clock in and out at a hand punch machine located in each building. If there is a missed punch, notify your supervisor.

- a. Overtime must be approved in advance by the Superintendent or principal of the building assigned. Overtime is paid for the specific job worked over 40 regular hours.

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

- Mandatory:
1. State and Federal Income Tax
  2. Social Security/Unemployment
  3. Retirement (K.P.E.R.S.) - for those qualified
  4. Garnishment

- Voluntary:
1. Health Insurance - for those qualified
  2. Tax Sheltered Annuities
  3. Direct Deposit Authorization
  4. Others as approved

Retirement (K.P.E.R.S.): The Kansas Public Employment Retirement System is a retirement package developed and administered by the State. There is an automatic withholding of 6% of all earned income. Benefit information is available upon request or at KPERS website: [www.kpers.org](http://www.kpers.org).

Health Insurance: Group health insurance is available on a single, employee/spouse, employee/children or family plan for all full-time nine (9), ten (10), and twelve (12) month employees. Employees must be assigned to work twenty (20) or more hours per week to be eligible for Group Health Insurance. A waiver for insurance must be on file for those covered elsewhere. The district will pay the premiums for September through May for 9-month employees, and September through June for 10-month employees. The summer premiums are the responsibility of the employee and will be deducted from their paychecks over the course of the school year.

403b Annuities: For those employees interested, the district will deduct from your paycheck an amount designated by you to be paid into an annuity. The district will match up to \$50 per month to a 403b plan with ESSDACK.

Section 125 Plan: You may have deducted from your paycheck designated amounts to be paid into any of the plans listed below. This will be before tax dollars. Full-time nine (9) and ten (10) month employees who take the insurance agree to have twelve (12) months of Section 125 Plan premiums taken out of their nine (9) or ten (10) months-worth of checks.

1. Medical Insurance Premiums
2. Unreimbursed Medical Expenses
3. Dependent Care Reimbursement
4. Life Insurance
5. Vision Insurance

### Longevity Pay

For nine (9), ten (10) and twelve (12) month employees, after the 5<sup>th</sup> actual year with the district, a bonus of 5 days of pay will be paid in the 6<sup>th</sup> year in January. After the 10<sup>th</sup> actual year with the district, a bonus of 5 days of pay will be paid in the 11<sup>th</sup> year in April.

### Bus Driver Pay

Bus drivers will be paid for in-service days, safety meetings and testing at their hourly wage. Activity down time will be paid at \$10.00 per hour.

## **Article V. - Hours and Amounts of Work**

### Section A: Leaves and Absences

Absence from Work: Regular attendance at work is expected. If an employee is unable to report for work, he/she should personally (if able) call his/her immediate supervisor. This should be done at the earliest possible time the employee knows he/she is unable to report for work. A leave request should be submitted on Attendance Enterprise to get supervisor approval.

A classified employee whose personal illness or physical disability exceeds their accumulated amount of leave must request from the Board of Education any additional leave for absence.

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

Personal Leave: The board realizes that occasions arise throughout the year when employees need to be absent from duty for causes other than personal illness or illness in dependents. The board shall annually grant each nine, ten, and twelve (9-12) month classified employee three (3) days of personal leave with full regular pay equal to the regular hours worked each day not to exceed eight hours.

1. Personal leave days are non-accumulative from year to year. Any unused personal days at the end of the school year will be compensated at a rate of \$50 per day for 9-month employees, \$55 per day for 10-month employees and \$60 per day for 12-month employees.
2. Requests for personal leave shall be filed with the supervisor through Attendance Enterprise at least five (5) days in advance of the leave date
3. The reason for personal leave need not be stated.
4. Supervisors may deny personal leave if more than two (2) classified employees request absence the same day and adequate substitutes are not available.
5. Personal leave time will be taken in minimums of one hour segments.
6. The Superintendent is granted the discretion to exceed the limitations placed on personal leave.

Family and Medical Leave Information may be found in the Employee Benefit Guide.

Sick Leave: At the beginning of each school year, each nine (9) month employee shall be credited with nine (9) days of leave, ten (10) month employee shall be credited with (10) and twelve (12) month employees shall be credited with twelve (12) days of leave, the unused portion of which shall accumulate from year to year based upon the following chart:

12 month employees: May accumulate up to 60 days of sick leave

10 month employees: May accumulate up to 50 days of sick leave

9 month employees: May accumulate up to 45 days of sick leave

Seventy (72) days for 12 month employees, sixty (60) days for 10 month employees, and fifty-four (54) for 9 month employees will be the maximum number of days available at any time during the year. Staff who reach and then do not utilize days past sixty (60)/fifty (50)/forty-five (45) days will be compensated at a rate of \$25.00 per day. The employee may use all or any portion of his/her sick leave for medical and dental appointments or to recover from a personal illness or disability. Sick leave may be taken for family illness and injury for dependents and parents of the employee.

Sick leave time will be taken in minimums of one hour segments.

New employees, after their probationary period, may start to accumulate 1 sick day per month worked for sick leave for the remainder of the first work year due to the timing of the hire (not to exceed 12 days in a school fiscal year; July 1 to June 30).

Sick Leave Donations: Classified employees may donate up to three (3) days per work year of their own sick days to any other classified employee. There will be a signed form to do so that allows the central office to deduct these days from your pool and give them to the people whom you designate. These days can only be given in times when the employee receiving

them is out of sick leave, personal days, and vacation days themselves and the situation determining the need must be approved in advance by the Superintendent.

Bereavement: Leave for the death of family will be granted for the following: husband, wife, mother, father, brother, sister, son, daughter, grandparent, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, uncle, aunt, nephew, niece, stepchildren, cousin, god-parents, and other dependent persons. This will be discussed with the employee's immediate supervisor as to the amount of time requested and if more than 3 days are needed, the Superintendent will have the final say. The first 3 days will be paid, any additional days shall be counted as sick days.

Other Temporary Leaves: An employee may be granted temporary leave for any such reasons and purposes not expressly identified under the previous sections, upon authorization by the Superintendent, and may be with or without pay.

Jury Duty/Court Leave: An employee shall be granted leave for the period of time as said employee is required to appear in court to serve as a juror. Such leave shall be with pay as long as jury duty pay, excluding mileage allowance, is signed over to the District.

Maternity Leave: Disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery there from, are temporary disabilities and shall be subject to sick leave provisions and subject to the Family Medical Leave Act Regulations. The employee shall have a physician communicate to the Superintendent the need for an extension and the estimated time of the extension. REF: GARI and Federal Mandates

Professional or Employment Development Leave: When the employee wishes to attend a workshop or conference to enhance work skills, approval must be made in advance. The application shall be signed by the principal and the Superintendent. The district will pay registration, rooms, and meals plus mileage, if the employee must drive his/her own car. When classified personnel are required to be out of town on district business, they shall be compensated in the following manner: Regular or overtime pay, as appropriate, for time away from USD #347. The District will pay for driving time and meeting time.

Inclement Weather or Special Events Causing School to Close:

- a. All hourly classified employees will be paid their regular wages for these days. Some twelve (12) month staff may be required to report to work on these days, such as payroll, snow removal, etc.
- b. Temporary and substitute employees: Temporary and substitute employees will not be allowed to work when school for students has been canceled due to inclement weather or an unscheduled special event unless otherwise notified.

## **Section B: Paid Holidays**

Paid Holidays: Employees who work one-half day or more shall be entitled to "legal holiday pay", for any of the following holidays.

12 month employees: Are entitled to all of the designated holidays



10 month employees: Are entitled to the holidays falling within the ten-month period

9 month employees: Are entitled to the holidays falling within the nine-month period

For each of the holidays to which an employee is entitled, he/she shall receive their regular hourly wage, not to exceed eight hours. Classified personnel shall not work on legal holidays except by permission of the administration. If school is in session and an employee is required to work during one of the specified holidays, he/she will be compensated double time for those hours worked.

Paid Holidays:

Labor Day  
Thanksgiving Day  
Thanksgiving Friday  
Christmas Day  
New Year's Day  
Good Friday  
Memorial Day  
Independence Day

Holiday Pay for 12 month employees:

All 12 month employees shall be entitled to Christmas and New Year's as well as two additional paid days during the Winter Break. The specific days are to be determined between the employee and their supervisor.

Holiday Pay for District Office Staff

The District Treasurer and Clerk shall also be entitled to Christmas and New Year's as well as four additional days, and two paid days at Spring break. The specific days are to be determined between the employee and their supervisor. They shall also be entitled to the Monday following Easter.

**Section C: Vacation**

Vacation: Full time, twelve (12) month classified employees shall have two weeks paid vacation after having been employed by the district for twelve consecutive months. After 1 year, 10 years and 20 years, vacation will be prorated from July 1 to employee hire date. A three week paid vacation shall be allowed after employment with the district for (10) consecutive years. All vacation pay shall be paid based on normal hourly schedule and may be taken in minimums of 1 hour segments. Vacation days do not accumulate. A four week paid vacation shall be allowed after employment with the district for (20) consecutive years. Those employees have the option of using this 4<sup>th</sup> week of vacation or being paid for that week only at their current hourly wage. Twelve (12) month employees may accumulate 5 days of vacation each year, up to thirty (30) days. Staff who reach and then do not utilize days past thirty (30) will be compensated at a rate of \$25.00 per day.

**Section D: Personnel Records**

Personnel Records: All personnel files are on record, at the District Office, with the Clerk of the Board.

## ARTICLE VI. – Policies and Miscellaneous Information/Regulations

Sexual Harassment: Sexual harassment will not be tolerated in the school district. No district employee shall sexually harass, be sexually harassed, or fail to investigate or refer a complaint of sexual harassment for investigation.

The District prohibits any employee or supervisor from engaging in sexual harassment, which has been defined as follows:

“Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitutes sexual harassment when (1) submission to such conduct is made whether explicitly or implicitly, (2) submission to or rejection of such conduct by an individual is used as basis for employment decisions affecting such individual, or (3) such conduct has the purpose or effect of unreasonably interfering with an individual’s work performance or environment.”

Any person employed by the District who engages in such unlawful conduct will be subject to discipline including discharge. Any questions or complaints concerning equal employment opportunity including sexual harassment are to be reported immediately to the Superintendent of Schools. Any questions or complaints in this regard will be handled promptly.

Any sexual harassment should be reported to the employee’s immediate supervisor or the Superintendent of Schools if the harassment is not addressed by the immediate supervisor.

Drug Free Workplace and Drug Free Schools and Communities Act: The Kinsley-Offerle School District USD #347 has complied with federal regulations related to the Drug Free Workplace and Drug Free Schools and Communities Act.

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. As a condition of employment in the district, employees shall abide by the terms of the board policy on drug free schools/workplace.

Drug and Alcohol Testing: This policy shall apply to all employees who are performing safety sensitive jobs for the district which require a commercial driver’s license (CDL).

Tobacco Use: The Kinsley-Offerle School District USD #347 is a tobacco-free school district. The use of tobacco products in any form is prohibited in all buildings, athletic fields, stadiums, vehicles and on all school grounds owned or operated by USD 347. This policy includes all students, staff members, patrons, visitors, spectators and groups using or renting district facilities. A district employee who violates the terms of this policy shall be subject to disciplinary action.

Blood Borne Pathogens: Each year the school district reviews the blood borne pathogens plan with the staff. For further information, contact the school nurse or refer to GARA.

Communicable Disease: Whenever an employee has been diagnosed by a physician as having a communicable disease, the employee shall report the diagnosis and nature of the disease to the Superintendent. Proper reporting may then be made to the county or joint board of health as required by statute.

Decisions regarding the type of employment setting for an employee with a communicable disease of long duration shall be based upon the physical condition of the employee and the expected type of interaction with other employees and students.

These decisions are best made by using the team approach including the employee's physician, public health personnel, Superintendent and personnel associated with the proposed employment setting.

In each case involving an employee with a communicable disease, the Superintendent shall reserve the right to make a final decision regarding placement of the employee after taking into account the recommendations of the health assessment team, risks and benefits to both the infected employee and to others in the proposed employment setting.

No information regarding employees with communicable disease shall be released by the district personnel without the employee's permission in accordance with state and federal statutes, or as required by state or federal statutes.

All Board discussions or issues related to employees with communicable diseases shall be in executive session in order to preserve employee confidentiality.

Security: Each building principal is charged with the responsibility of overseeing all keys associated with that center. No employee is to loan their keys to other persons without prior authorization from their administrator. If an employee loses their issued key(s), the employee will pay to have a new one issued (\$25.00 to \$125.00 for each key depending on the key and the locks that it goes to).

Work Area Security: In order to protect information and property, each employee will need to ensure that their work area (desk, computer, classroom, locker room, etc.) is secured each day after work. This includes logging off the computer, locking doors, etc. If an employee unlocks a door in the building or a gate during non-school hours, they are responsible for locking up as they leave the school property.

Buildings and Equipment: No property owned by U.S.D. #347 shall be used for personal reasons away from the work station unless prior approval has been granted by the Superintendent or Building Principal.

Driver's License: School employees that drive any school vehicle are expected to have in their possession a valid Kansas Driver's License when operating school district vehicles. Employees operating school buses must possess a CDL with P and S endorsements to operate a school bus. They must also have current qualifications for first aid and defensive driving.

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

Bus driver reimbursement: Full-time, part-time, and substitute bus drivers can have their yearly physical and driver's license fees (just the classifications necessary to drive a bus) paid for by the district. **Substitutes All bus drivers, full time and substitute, can be reimbursed ½ of the expenses after they put in 10 hours and the remaining ½ after they put in 20 hours of driving time for our district as long as no one else is paying for this service as well.**

Cell Phones: The use of cell phones for personal business during work time is discouraged. While at work, employees are expected to use the same discretion in using cell phones as they would when using school phones. Employees should restrict personal calls/texting during work time and should use cell phones only during scheduled breaks and lunch periods. Please keep your cell phone and/or personal communication device on vibrate while at school as to not interfere with other employees, teachers, or student learning. The school district is not liable for the loss of cell phones and/or personal communication devices brought to the school.

Cameras on cell phones and/or personal communication devices can present risks to individuals while on school grounds and at school functions, potentially compromising students' privacy. **Do not take pictures of students without permission from the administration.**

Chain of Command – Resolving Problems: Employees are to follow the proper "chain of command" by first contacting your immediate supervisor for resolution of problems. Exceptions may be made if the supervisor is the source of the complaint, for example, in a situation involving sexual or racial harassment.

Communication / E-mail / Etc.: Employees shall have no expectation of privacy when using district e-mail or other official communication systems. E-mail messages shall be used to conduct approved and official district business. All employees must use appropriate language in all messages. Employees are expected to conduct themselves in a professional manner and to use the system according to these guidelines or other guidelines published by the administration.

Any e-mail or computer application or information on district computers or computer systems is subject to monitoring by the administration. The district retains the right to duplicate any information in the system or on any hard drive. Employees who violate district computer policies are subject to disciplinary action up to and including termination.

Staff-Student Relations: Staff members shall maintain professional relationships with students which are conducive to an effective educational environment. Staff members shall not have any interaction of a sexual nature with any student at any time regardless of the student's age or status. All staff members are responsible for the regulation of student conduct at school events and school sponsored activities.

Facebook & Other Social Networking Sites: The School Board discourages school district staff from socializing with students outside of school in person or on social networking websites.

All school district employees, faculty and staff who participate in social networking websites, shall not post any school district data, documents, photographs or other district owned or created information on any website. Further, the posting of any private or confidential school district material on such websites is strictly prohibited.

School district employees are prohibited from engaging in any conduct on social networking websites that violates the law, school board policies, or other standards of conduct. Employees who violate this policy may face discipline and/or termination, in line with other school board policies and/or collective bargaining agreements, if applicable.

Nothing in this policy prohibits employees, faculty, staff or students from the use of educational websites if such sites are used solely for educational purposes.

Access of social networking websites for individual use during school hours is prohibited.

School principals will annually remind staff members and orient new staff members concerning the importance of maintaining proper decorum in the digital world as well as in person. Employees must conduct themselves in ways that do not distract from or disrupt the educational process. The orientation and reminders will give special emphasis to:

- Improper fraternization with students using Facebook and similar internet sites or social networks
- Inappropriateness of posting items with sexual content
- Inappropriateness of posting items exhibiting or advocating use of drugs and alcohol
- Examples of inappropriate behavior to avoid
- Monitoring and penalties for improper use of district computers and technology
- Avoid the use of the school's name and logo on a teacher's personal website
- The possibility of penalties, including dismissal from employment, for failure to exercise good judgment in on-line conduct.

The administration may periodically conduct internet searches to see if staff have posted inappropriate materials on-line. When inappropriate use of computers and websites is discovered, the school principals and Superintendent should download the offensive material and bring it to the attention of the appropriate employees.

Staff Conduct/Fiscal Responsibility: "Prohibited Activity"...Reports of financial misconduct will be received in confidence, and investigations will be conducted confidentially unless otherwise required by law. Law enforcement will be contacted if an investigation reveals criminal activity.

No person will be permitted to alter, destroy, mutilate, conceal, cover up or falsify and record or document with the intent to impede, obstruct or influence an investigation pursuant to this policy.

No board member or district employee will take adverse employment action against any individual who, in good faith, reports suspected fraud or financial misconduct. No board member or district employee shall retaliate against any individual for providing truthful information to law enforcement regarding alleged financial misconduct. Retaliation includes refusal to hire, termination, discipline or reassignment unless such reassignment is necessary to meet the district's staffing needs or is requested by the employee. Nothing in this policy

shall prevent the discipline or termination of employees in accordance with board policy and law.

No employee, while on or using school property, otherwise acting as an agent, or working in an official capacity for the district shall engage in:

- Physical or verbal abuse of, or threat of harm to, anyone.
- Causing damage or threat of damage, to district property.
- Forceful or unauthorized entry to or occupation of district facilities, including buildings and grounds.
- Use, possession, distribution, or sale of alcohol or of drugs or other illegal substances.
- Uses of profane or abusive language, symbols, or conduct.
- Failure to comply with lawful direction of district officials, security officers, or any other law-enforcement officer, or failure to identify oneself to such officials or officers when lawfully requested to do so.
- The carrying or possession of a weapon on school grounds without authorization from the appropriate school administrator.
- A violation of district policies and regulations.
- Any conduct violating federal, state, or applicable municipal law or regulation.
- Any other conduct that may obstruct, disrupt, or interfere with teaching, research, service, administrative, or disciplinary functions of the district, or any other activity sponsored by the board.

**In addition, all staff members are expected to:**

- Thoroughly acquaint themselves with the rules, regulations, and other information applicable to them contained with the policies of the board.
- Conduct themselves in a manner consistent with effective and orderly education and to protect students and district property.
- Maintain order in a manner consistent with district policies and regulations.
- Comply promptly with all orders of the Superintendent and the administrator who is their immediate supervisor.
- Dress and maintain a general appearance that reflects their position and does not detract from the educational program of the school.

District employees who violate these rules are subject to disciplinary action.

Grievance Procedure: Grievances of employees alleging any action, rule or practice prohibited by Section 504, Title IX or the Americans with Disabilities Act shall be processed and resolved in a prompt and equitable manner.

- a. Grievances shall be in writing, describing the details of the alleged action that would be prohibited by Section 504, Title IX or the Americans with Disabilities Act, shall be signed by the aggrieved and submitted to the Superintendent of Schools.
- b. The Superintendent of Schools will investigate the alleged grievance and shall issue a written report within twenty (20) calendar days after receiving the grievance; the report shall contain the essential facts or circumstances of the subject of the grievance and a decision as to whether the school district is in compliance with Title IX, Section 504, or the Americans with Disabilities Act.

- c. If the matter is not resolved, written appeal may be made to the clerk of the Board of Education, USD 347, within ten (10) calendar days after the decision of the Superintendent of Schools.
- d. The Board of Education shall review the grievance within twenty (20) calendar days after written appeal is received and shall render a decision within ten (10) calendar days after the review.
- e. If the matter is not resolved, appeal may be made to the Office of Civil Rights, Department of Health, Education and Welfare, Regional Office, Kansas City, MO.

Student Privacy Rights: District employees may have ongoing opportunities to access confidential information or records that are only available to the public on a limited review basis. Much of the information processed by district employees is confidential, and law governs its release; for example, confidential student records, criminal history background check information, information obtained pursuant to Department of Children and Family Services (DCF) intervention, social security number information, and professional misconduct back-ground checks.

Employees are prohibited from divulging information contained in the records and files of the district, except to other authorized employees who may need such information 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 required to release the information under law or court order. In all cases, the employee's immediate supervisor shall be informed immediately, of any requests.

Any employee who inappropriately releases information, or uses confidential information obtained in the course of his/her employment with the district for personal reasons or private gain, will be disciplined in accordance with Board policies, collective bargaining agreements, and district procedures. Disciplinary action may include severe penalties, up to, and including termination.

Worker's Compensation: The district will participate in worker's compensation as required by current statute. The combined worker's compensation benefits and salary received under allowed sick leave, or other available leave, shall not exceed one full day's pay.

For each day that an employee receives compensation for disability under the Worker's Compensation Law for compensable illness or accident arising out of or in the course of employment, the employee's sick leave salary shall be reduced by the amount of the worker's compensation disability payment received by that employee.

All employees of the district shall be covered by worker's compensation. Worker's compensation coverage is provided for all employees regardless of assignment, length of assignment, and/or hours worked per day. Benefits are for personal injury from accident or industrial diseases arising out of and in the course of employment in the district.

The worker's compensation plan will provide coverage for medical expenses and wages to the extent required by statute to those employees who qualify; however, the amount of worker's

compensation benefits and sick leave benefits shall not exceed a regular daily rate of pay. An employee using sick leave, or other available leave, in combination with worker's compensation will be charged for one full or partial day of sick leave, as provided for in the sick leave policy or the negotiated agreement, for each day of absence until the employee's sick leave is exhausted.

Any employee who is off work and drawing worker's compensation shall be required to provide the Clerk of the Board with a written doctor's release before the employee is allowed to return to work. In addition, should the employee be released to return to work by a doctor and fail to do so, all benefits under sick leave shall be ended and those benefits under worker's compensation shall be restricted as provided by current statute.

**Kansas Workers Compensation Social and Recreational Act** – K.S.A. 44-508(f) precludes recovery of workers compensation benefits when the injury occurs while the employee is “engaged in recreational or social events under circumstances where the employee was under no duty to attend and where the injury did not result from the performance of tasks related to the employee's normal job duties or as specifically instructed to be performed by the employer.”

Accidents or Injured Student: Any school employee who discovers an accident on school property shall report the accident to the building principal or designated representative. An accident report must be filled out after the child's needs are met. The report can be obtained from a building secretary.

If the person requires medical treatment, the employee shall:

- Send for medical help;
- Make the individual as comfortable as possible while waiting for competent medical assistance to arrive; and
- Notify the principal or designated representative.

If an employee is qualified to administer first aid, that aid may be given.

Child Abuse: Any district employee who has reason to know or suspect that a child has been injured as a result of physical, mental, emotional or sexual abuse or neglect, shall promptly report the matter to the following:

- Department of Children and Family Services (DCF)
- Local Law Enforcement Agency

It is recommended that the person suspecting abuse or neglect report his or her suspicions to the building principal.

District employees shall not contact the child's family or any other persons to determine the cause of the suspected abuse or neglect. It is not the responsibility of school employees to prove the child has been abused or neglected.

Vandalism: Employees shall report any vandalism to the building principal immediately.



Violent Acts: Any employee who believes an act posing a threat to safety and security will be committed at school or at a school-sponsored activity shall immediately report this information to the principal.

Interrogation and Investigation of Students: No one may interrogate or investigate a student on school grounds without the permission of the administration.

Searches of Students and Property: If any staff member believes there is a need to search a student or property, he/she shall contact the principal.

Searches of students or property shall be conducted in accordance with the rules approved by the board. **Teachers and/or classified staff shall not search students or property.**

Building principals are authorized to search students or property if there is “reasonable suspicion” to believe district policies, rules, or directives have been violated or the safety and well-being of students, staff, or the community is in danger.

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 or at work, repair or replacement is the employee’s responsibility.

Criminal Convictions: Any employee convicted of a felony or driving under the influence, or who enters a plea of guilty or diversion agreement, must notify the Superintendent within five (5) days after the conviction or diversion agreement.

## Classified Staff Salary Scale

Step	Para	Cook	Custodian	Secretary	Maintenance	Trans Director	Clerk	Treasurer	Bus Driver
1	13.39	12.10	14.10	14.30	15.97	15.97	15.33	16.21	14.73
2	13.64	12.35	14.35	14.55	16.22	16.22	15.58	16.46	14.98
3	13.89	12.60	14.60	14.80	16.47	16.47	15.83	16.71	15.23
4	14.14	12.85	14.85	15.05	16.72	16.72	16.08	16.96	15.48
5	14.39	13.10	15.10	15.30	16.97	16.97	16.33	17.21	15.73
6	14.64	13.35	15.35	15.55	17.22	17.22	16.58	17.46	15.98
7	14.89	13.60	15.60	15.80	17.47	17.47	16.83	17.71	16.23
8	15.14	13.85	15.85	16.05	17.72	17.72	17.08	17.96	16.48
9	15.39	14.10	16.10	16.30	17.97	17.97	17.33	18.21	16.73
10	15.64	14.35	16.35	16.55	18.22	18.22	17.58	18.46	16.98
11	15.89	14.60	16.60	16.80	18.47	18.47	17.83	18.71	17.23
12	16.14	14.85	16.85	17.05	18.72	18.72	18.08	18.96	17.48
13	16.39	15.10	17.10	17.30	18.97	18.97	18.33	19.21	17.73
14	16.64	15.35	17.35	17.55	19.22	19.22	18.58	19.46	17.98
15	16.89	15.60	17.60	17.80	19.47	19.47	18.83	19.71	18.23
16	17.14	15.85	17.85	18.05	19.72	19.72	19.08	19.96	18.48
17	17.39	16.10	18.10	18.30	19.97	19.97	19.33	20.21	18.73
18	17.64	16.35	18.35	18.55	20.22	20.22	19.58	20.46	18.98
19	17.89	16.60	18.60	18.80	20.47	20.47	19.83	20.71	19.23
20	18.14	16.85	18.85	19.05	20.72	20.72	20.08	20.96	19.48
21	18.39	17.10	19.10	19.30	20.97	20.97	20.33	21.21	19.73
22	18.64	17.35	19.35	19.55	21.22	21.22	20.58	21.46	19.98
23	18.89	17.60	19.60	19.80	21.47	21.47	20.83	21.71	20.23
24	19.14	17.85	19.85	20.05	21.72	21.72	21.08	21.96	20.48
25	19.39	18.10	20.10	20.30	21.97	21.97	21.33	22.21	20.73
26	19.64	18.35	20.35	20.55	22.22	22.22	21.58	22.46	20.98
27	19.89	18.60	20.60	20.80	22.47	22.47	21.83	22.71	21.23
28	20.14	18.85	20.85	21.05	22.72	22.72	22.08	22.96	21.48
29	20.39	19.10	21.10	21.30	22.97	22.97	22.33	23.21	21.73
30	20.64	19.35	21.35	21.55	23.22	23.22	22.58	23.46	21.98

## RECEIPT OF HANDBOOK

I acknowledge that I have received a copy of the Kinsley-Offerle School District USD #347 Classified Employee Handbook. I agree to read the Handbook and understand that I am bound by the policies, practices and rules contained in the Handbook.

I understand that:

1. The Handbook is prepared for informational purposes and does not constitute a contract between the District and its employees, and should not be construed as such.
2. The policies and information in the Handbook may be changed or amended at any time by the District, with or without notice.
3. Employment by the District is “at will” not for a definite term, and may be terminated by the District or the employee at any time for any reason.
4. No supervisor or the District or any other person except the Superintendent of Schools has authority to enter into any agreement for employment for any specified period of time or make any binding representations or agreements inconsistent with this Handbook.

EMPLOYEE’S SIGNATURE: \_\_\_\_\_

DATE SIGNED: \_\_\_\_\_

WITNESS: \_\_\_\_\_

*District Official’s Signature*

This Receipt is to be placed in the employee’s personnel file.