

Mission Statement

Kuspuk School District: Working *together* to achieve every student's highest potential.

Motto:

Motivating, Engaging, and Supporting ALL students in learning.

Shared Vision:

Kuspuk School District will work with community members to graduate all students who will be successful in both traditional and global society.

Our graduates will:

- possess academic skills and technology skills that are marketable
- communicate effectively
- have pride in themselves and positive self esteem
- relate to others with appreciation and respect for differences
- become responsible citizens able to support themselves
- be lifelong learners

I. Introduction

The purpose of this handbook is to ~~explain~~ **outline** the policies and procedures for Kuspuk School District's classified employees and to ensure that these employees are treated in a fair and equitable manner. Employees should take the time to read and become familiar with this handbook so that they understand the rules and conditions which affect their work. If employees understand and follow the procedures set forth in this handbook, misunderstandings and conflict can be avoided.

It is every employee's responsibility to perform their job efficiently and to their best ability so that the District can effectively carry out the task of educating this area's young people. The procedures in this handbook reflect and support Kuspuk School Board policy, state and federal law, but as the need arises, changes that will help the employee or the District be more successful may be implemented.

II. Definitions

Board - the governing body of the District.

Classified Employee - any District employee who occupies a position for which an

Alaska Teacher's Certificate is not required.

Complainant - employee bringing a complaint.

Controlled Substance - is generally a drug or chemical whose manufacture, possession, or use is regulated by a government, such as illicitly used drugs or prescription medications

Complaint - a statement by the employee that a controversy, dispute, or disagreement exists with the District.

District - the Kuspuk School District.

Hiring Supervisor - the supervisor designated by the Superintendent as responsible for the hiring process for a permanent or temporary position.

Long Term Substitute Position - an appointment made to a position that is to be vacant for longer than six weeks because of an authorized leave of absence wherein the incumbent has reinstatement rights.

Immediate Family - spouse, child, legal ward, parent, sibling, spouse's parent, spouse's children or such other family member as may be approved by the Superintendent.

Pay Status - a day during which an employee works, is on paid leave, or is on paid holiday.

Permanent Employee - the employee, other than the probationary employee, who occupies a permanent position.

Permanent Position - a position established by the District to meet continuous or recurring needs.

Probationary Period - the first sixty (60) working days in attendance in a permanent position.

Position - a situation of employment composed of specific duties and a specific work schedule.

Seasonal Employee - the employee who occupies a seasonal position.

Seasonal Position - a permanent position established to meet recurring seasonal needs that approximately coincide with the school year. (August - May)

Substitute Appointment - the appointment made to a position that is to be vacant for ~~longer than one (1) month~~ less than six weeks because of an authorized leave of absence wherein the incumbent has reinstatement rights.

Supervisor - the employee authorized to direct and evaluate the work of another employee.

~~Temporary Appointment - the appointment to a permanent position on a temporary basis, not to exceed sixty (60) working days.~~

Temporary Employee - the employee who occupies a temporary position up to 60 days or longer at the discretion of the superintendent. ~~or who has been appointed to a permanent position on a temporary basis.~~

Temporary Position - a position established with an anticipated duration of less than six (6) months.

III. Application of this Handbook

This handbook shall apply to all classified employees except as may otherwise be specified in an employment contract approved by the Superintendent. Employees should also become familiar with the Board Policy Manual, which is considered superior to this handbook should any question or conflicts arise.

IV. Nondiscrimination in Employment

The Kuspuk SD maintains a working and learning environment free from discrimination, insult, intimidation, or harassment for any reason. The district and its employees shall not unlawfully discriminate against or harass employees or job applicants on the basis of sex, race, color, religious creed, national origin, ancestry, age, marital status, sexual orientation, gender, identity, socio-economic status, physical or mental disability, military veteran status, membership in an employee association, union political affiliation, or good faith reporting to the board on a matter of public concern.

Equal opportunity shall be provided to all employees and applicants in every aspect of personnel policy and practice. The district shall not discriminate against physically or mentally disabled persons who, with reasonable accommodation, can perform the essential functions of the job in questions.

V. Anti-Harassment Policy

1. Harassment

The School Board recognizes that harassment can cause embarrassment, feelings of powerlessness, loss of self-confidence, reduced ability to perform work, and increased absenteeism or tardiness. The Board shall not tolerate the harassment of any student by any other student or district employee, **nor shall the board tolerate any harassment of one employee by another employee.** Any student or employee who is found guilty of harassment shall be subject to disciplinary action.

Harassment means intimidation by threats of or actual physical violence; the creation by whatever means of a climate of hostility or intimidation; or the use of language, conduct, or symbols in such a manner as to convey hatred, contempt, or prejudice or to have the effect of insulting or stigmatizing an individual. Harassment includes, but is not limited to, harassment on the basis of race, sex, creed, color, national origin, religion, marital status, **sexual orientation, gender, identity, socio-economic status,** or disability.

To promote an environment free of harassment, the principal or designee shall take appropriate actions such as removing vulgar or offending graffiti, establishing site rules, and providing staff in-service or student instruction and counseling. Principals shall discuss this policy with their employees and shall assure them that they need not endure any form of harassment.

The District and the Board encourages students or staff to immediately report incidences of harassment to the principal or designee. The Superintendent or designee shall promptly investigate each complaint of harassment in a way that ensures the privacy of all parties concerned. In no case shall the student or staff member be required to resolve the complaint directly with the offending person.

Notice of this policy will be circulated to all district schools and departments and incorporated in employee and student handbooks.

2. Sexual Harassment

Sexual harassment of or by any employee shall not be tolerated and should be reported immediately so that action may be taken to eliminate inappropriate behavior. The School Board considers sexual harassment to be a major offense which may result in disciplinary action or dismissal of the offending employee.

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when:

1. Submission to the conduct is made either an explicit or implicit condition of employment, status or promotion.
 2. Submission to or rejection of the conduct is used as the basis for an employment decision affecting
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the harassed employee.

3. The harassment substantially interferes with an employee's work performance or creates an intimidating, hostile, or offensive work environment.
4. Submission to, or rejection of, the conduct is the basis for any decision affecting benefits, services, honors, programs or other available activities.

An employee who feels that he/she is being harassed is encouraged to report such incident to the immediate supervisor of the accused employee or the Superintendent without fear of reprisal. The Superintendent shall be informed of all such complaints and will assist in the investigation and resolution of complaints. **Any resulting disciplinary action will be confidential.** An employee making a complaint of sexual harassment shall not be required to resolve the complaint directly with the offending person.

VI. Establishment of Positions

The Superintendent shall establish such classified positions as are necessary and appropriate to meet the operational needs of the District and as are consistent with budgetary constraints. These may include both permanent and temporary positions. A listing of permanent positions and their associated job descriptions are contained in Appendix C of this Handbook. As needed, the Superintendent or designee shall review the scope of work, hours and job responsibilities of each position to ensure that required duties are reasonable.

VII. Hiring and Promotion

All appointments and promotions shall be made by the Superintendent upon the recommendation of the supervisor, as may be applicable. Prior to and during the hiring process, a temporary appointment may be made upon approval by the Superintendent **or** by designee **until the position is filled** for a period not to exceed sixty (60) working days

1. Advertisement of Permanent Positions

Except for temporary and substitute appointments, all position openings shall be advertised at all District work sites and in public for a minimum of fourteen calendar days. The public advertisement shall include posting of the announcement in at least three public places in the community where the position is located.

Temporary **and long term substitute** ~~and substitute~~ positions will be advertised until filled in the local village where the position exists. In the event that qualified district staff is not available to fill Added Duty temporary positions, these positions will be posted until filled in the local village where the position exists.

Under emergency conditions as determined by the Superintendent or designee, the posting requirements may be altered or waived, **and the reason for the waiver documented**. Each advertisement shall state that “the Kuspuk School District is an equal opportunity employer”, and a copy of the advertisement shall be filed with the Superintendent’s office.

2. Application Procedures

Each applicant for a position shall complete a standard application for employment (see Appendix B-01) and submit it to the hiring supervisor as noted on the posted job announcement. Substitutes must have an application on file at the school by the end of the first working day of sub duty.

Applications shall be kept on file in the Business Office for a period of one year from the date of receipt. Hiring supervisors and applicants are encouraged to keep a copy for later reference. It is the responsibility of the applicant to contact the hiring supervisor for each position and to provide the hiring supervisor with an updated copy of the application.

3. Interview Process

A hiring team of two or more employees who are familiar with the open position shall work with the hiring supervisor throughout the hiring process. The hiring team shall screen the applications submitted for a position and prepare a list of the most qualified candidates for interviews. All applicants shall be notified within a week of the closing date of whether they have been selected for an interview or whether the position has been filled by an in-District applicant (see section VII-4).

The hiring team shall develop a list of basic questions and interview the selected applicants. The applicants shall be notified by the hiring supervisor of the outcome of the interviews within a week, allowing time for reference and background checks.

At the conclusion of the hiring process, all original applications shall be forwarded to the Business Office and a Payroll Action form shall be completed **for the hired person** by the hiring supervisor (Appendix B-08).

Placement on the wage scale will be dependent on documentation supplied by the employee of previous work experience and/or college coursework completed. Employees shall be allowed to bring in up to ~~five~~ **(5) years six (6) years (placed on step 6)** of applicable experience in placement on the wage schedule.

4. Probationary Period - (Board Policy 4216)

The employee new to a position shall be subject to a probationary period of sixty (60) working days in attendance. At the end of the probationary period, the employee will be given a written evaluation (see Appendix B-09). **If the employee receives an average or better evaluation, the employee will receive a step increase at the end of the probationary period.**

The employee with a performance evaluation of “Average” or better is eligible to be appointed as a permanent employee, while the employee with an evaluation of less than “Average” may be terminated.

However, upon the recommendation of the supervisor and the approval of the Superintendent, said employee may be granted an extended probationary period not to exceed an additional forty (40) working days in attendance. In the case of an extended probationary period, the evaluation shall include a Plan of Improvement (see Appendix B-10).

During the probationary period, the employee is not eligible for health or retirement benefits. Sick and annual leave will accrue during probation, but cannot be used until the employee is appointed to permanent status.

Completion of the probationary period, appointment to permanent status and the start date of benefits may be delayed until all employment paperwork has been completed, including the ~~Alcohol & Drug Free Workplace Statement~~ Drug & Alcohol Free Workplace Notice (BP-E 4020) (see Section VIII and Appendix B-02 and B-03).

At the completion of the probationary period, the employee on permanent status will be paid for paid holidays and may use accrued leave upon approval of the supervisor (see Section XII). If the employee is eligible for PERS (Public Employees' Retirement System), this benefit begins immediately (see Section XIV-5). If the employee is eligible for health, accident and life insurance, this benefit begins on the first permanent day ~~of the month coincident with or following the permanent date~~ (see Section XIV-1). The permanent employee may also sign up for ~~direct deposit~~, tax deferred annuities, ~~tuition reimbursement~~ and qualify for payroll advances and leave cash-out (see Sections XI, XII, XIII, and XIV). [All employees are encouraged to sign up for direct deposit.](#)

The probationary period may be waived or shortened on the recommendation of the supervisor [and approval by the superintendent](#) for an employee who has worked in the same or similar job as a temporary employee immediately prior to being hired (evaluation required), or for an employee who has worked for the District in the same or similar job as a permanent employee with an evaluation of "Average" or better within the past five years.

In the event that an employee transfers to a second position before completing the probationary period in a first position, the new hiring supervisor may choose to carry over that portion of the probationary period that has already been completed.

[A probationary employee may be terminated at any time at the discretion of the Superintendent or designee, without any hearing or review rights under the complaint procedure set forth below.](#)

5. Promotion and Transfers

All other things being equal, the current employee shall be given preference over the new hire in filling a vacant position that would result in a promotion or transfer for the current employee. If qualified in-District applicants are found, it is possible that non-District applicants will not be considered. This provision does not limit the District's managerial discretion to determine the qualifications for a position, nor to determine which applicant is the best candidate to fill a vacancy.

The employee who is transferred or promoted to a new position will continue to accrue and may use benefits. At the end of sixty (60) working days in attendance in the new position, the employee will be given a written evaluation.
(see Appendix B-09).

The employee with an evaluation of less than “Average” may be terminated, except that, upon the recommendation of the supervisor and the approval of the Superintendent, said employee may be granted an extended probationary period not to exceed an additional sixty (60) working days in attendance. In the case of an extended probationary period, the evaluation shall include a plan of improvement.

6. Long Term Substitute Positions

A long-term substitute position is an appointment made to a position that is to be vacant for longer than six weeks because of an authorized leave of absence wherein the incumbent has reinstatement rights.

Long term substitute positions will be advertised until filled in the local village where the position exists. In the event that qualified district staff is not available to fill long term substitute positions, these positions will be posted until filled in the local village where the position exists.

Under emergency conditions as determined by the Superintendent or designee, the posting requirements may be altered or waived. Each advertisement shall state that “the Kuspuk School District is an equal opportunity employer”, and a copy of the advertisement shall be filed with the Superintendent’s office.

A long term substitute employee may be terminated at any time at the discretion of the Superintendent or designee, without any hearing or review rights under the complaint procedure as stated in Section XIX Complaint Procedure.

7. Temporary Positions

A Temporary employee occupies a temporary position up to 60 days or longer at the discretion of the Superintendent.

Temporary positions will be advertised until filled in the local village where the position exists. In the event that qualified district staff is not available to fill temporary positions, these positions will be posted until filled in the local village where the position exists.

Under emergency conditions as determined by the Superintendent or designee, the posting requirements may be altered or waived. Each advertisement shall state that “the Kuspuk School District is an equal opportunity employer”, and a copy of the advertisement shall be filed with the Superintendent’s office.

A temporary employee may be terminated at any time at the discretion of the Superintendent or designee, without any hearing or review rights under the complaint procedure as stated in Section XIX Complaint Procedure.

VIII. Health Requirements

All employees appointed to probationary or permanent status shall be required to read and sign a ~~Alcohol & Drug Free Workplace Statement~~ Drug & Alcohol Free Workplace Notice (BP-E 4020).

The requirement under Alaska Statute to be annually tested for pulmonary tuberculosis has been repealed. But due to the high incidence of tuberculin rates in western and rural Alaska, the Kuspuks School District greatly encourages all employees to have a TB test done annually.

The Superintendent or designee shall ensure that all regularly employed personnel undergo a health examination as required by law upon initial employment and every three years after.

Employees may be required to pass a physical and/or psychological examination any time such an examination appears necessary to preserve the health and welfare of district students and employees, or to furnish medical proof of physical or mental ability to perform satisfactorily the assigned duties of an individual position. (BP 4112.4)

Bus Drivers will also be required to comply with the District's Alcohol and Drug Testing Program, as required by state and federal law. Details of this program are available separately from the Maintenance Department.

IX. Ethics

Board members may not be employed by the school district (AS 14.14.140), nor may they contract with the district or receive any other compensation from the district other than board stipends. Any other service to the district by a board member while serving on the board must be offered on a volunteer basis.

No member of the immediate family of a Board member may be hired for employment except upon the recommendation of the Board and the approval of the Commissioner of the Alaska Department of Education. Family members already employed by the District at the time of the election to the Board of a family member do not require a waiver.

All employees shall make reasonable effort to protect students from conditions harmful to learning or to health and safety and to avoid exposing students to unnecessary embarrassment or disparagement. All employees shall treat all students equitably regardless of familial relationship.

No employee may request or suggest that an applicant provide information concerning their religious opinions, ancestry, membership in fraternal organizations, political convictions, family circumstances, age, **gender identity**, or ethnic origin (except for voluntary information required to meet Equal Employment Opportunity requirements, regarding ethnic origin information).

No action affecting the employment status of any employee or applicant for a position, including appointment, promotion, demotion, suspension, or removal may be taken or withheld on the basis of race, color, religion, sex, **gender identity**, national origin, age, disability, veteran status, or status in any other

protected group. Similarly, all employees shall accord just and equitable treatment to all students as they exercise their educational rights and responsibilities.

All employees shall keep in confidence information that has been obtained in the course of providing professional service, unless disclosure serves a compelling professional purpose or is required by law.

No employee shall make any false statement or submit fraudulent information, verbally or in writing, in connection with professional activities. No employee may intentionally make a false or malicious statement about a colleague's professional performance or conduct.

No employee shall engage in, or accept, private employment, or provide services for private interest when such employment or service is incompatible with the proper discharge of their official duties. No employee may solicit, negotiate for, or promise to accept employment by, or accept anything of substantial value from, any person, firm or company with which they or their organization unit are engaged in the transaction of business on behalf of the District, or which may be affected by their official action.

No employee shall use information peculiarly within their knowledge or purview concerning the property, government, or affairs of the District to advance the financial or other private interest of themselves or others.

No employee may give, provide, pay, offer, solicit, or accept any money, service, or other valuable things in connection with any appointment, any promotion, or any advantage in a position of employment with the District.

No employee may be a party to the purchase of, or influence the purchase of, goods or services for the use of the District from any person, company or business in which they have substantial financial interest unless approved in advance by the Board.

No employee shall engage in any business or transaction, or shall own a financial or other private interest, direct or indirect, which is in conflict with the proper discharge of their official duties.

A violation of the provisions of this section shall subject the employee to disciplinary procedures, up to and including termination. (see Section XIX).

X. Hours of Work

1. Scheduled Hours of Work

The supervisor, with the prior approval of the Superintendent, shall establish the scheduled hours of work for subordinate employees. Employees who work more than their scheduled hours for a pay period must have these hours pre-approved by their supervisor. Non-compliance will lead to a reprimand in your permanent file.

Additional hours that are for special projects rather than normal job duties will be paid at a temporary worker wage, with no retirement benefits accrued, unless otherwise designated by the supervisor.

Employees who work in excess of 40 hours in a calendar week due to special project assignments pre-approved by the supervisor are entitled to the overtime benefits described in section 3 4 below. School district employees who chaperone on overnight trips will be paid for their regular daily work hours not to exceed seven (7) hours per day, Monday – Friday workday only, including travel time. ~~Hours counted toward a normal work day should not be included on Added Duty time log.~~

~~If both the supervisor and employee agree to compensatory time instead of additional wages for time in excess of normal scheduled hours but for total hours less than 40 per week and 8 hours per day compensatory hours off should be taken at such time as is mutually agreeable to the employee and the supervisor. Any balance of compensatory time to be carried between pay periods shall be noted in the comments section of the timesheet. At no time shall the total compensatory hours carried forward exceed 70 hours. At the supervisor's discretion, a lower limit of allowable banked compensatory time may also be determined (see also Section X-3).~~

From time to time, the supervisor may be required by the Superintendent to add or cut hours due to budgetary considerations or based on his/her assessment of the operational needs at each work site. These changes in hours will be discussed individually with each employee whose hours or benefits are affected.

Staff may ~~be~~ travel to district sponsored in-services during the school year. Employees may charge for time that they leave their home village until they arrive at the site of the in-service and may charge from the time that they leave the in-service location and arrive back at their home village.

2. Normal Work Day and Work Week

The normal work day shall consist of between ~~three~~ two (2) and seven (7) hours, exclusive of not less than a 30-minute lunch period. The normal work week shall consist of five consecutive work days between Sunday 12:00 AM and the following Saturday 11:59 PM.

3. Undertime

Employees cannot make up lost time by putting in extra hours. Employee must use their annual leave (see Section XII) or leave without pay.

4. ~~3.~~ Overtime

According to Alaska Statute 23.10.060, a non-exempt employee is entitled to overtime compensation for hours worked in excess of eight hours a day. A non-exempt employee is also entitled to overtime compensation for hours worked in excess of 40 hours a week. In determining whether an employee has worked more than 40 hours a week, the number of hours worked shall be determined without including hours that are worked in excess of eight hours in a day because the employee has or will be separately awarded overtime compensation based on those hours. Overtime is any work in a calendar week in excess of 40 hours (total hours excludes sick and annual leave). The employee must complete the "Overtime Approval Form" and all overtime work must be pre-approved by the supervisor, superintendent and business manager. An employee who is eligible for overtime will be compensated at one and one-half time the hourly rate for that employee. Overtime compensation shall be included on the regular paycheck.

Professional, executive and administrative employees who are classified as exempt are not eligible for overtime compensation^[CM2]. Compensatory time may be awarded to overtime exempt employees at the discretion of the Superintendent.

~~According to Alaska Statute 23.10.060, An employee is entitled to overtime compensation for hours worked in excess of eight hours a day. An employee is also entitled to overtime compensation for hours worked in excess of 40 hours a week; in determining whether an employee has worked more than 40 hours a week, the number of hours worked shall be determined without including hours that are worked in excess of eight hours in a day because the employee has or will be separately awarded overtime compensation based on those hours. Overtime is any work in a calendar week in excess of 40 hours (total hours excludes sick and annual leave). All overtime work must be pre-approved by the supervisor. An employee who is eligible for overtime may be compensated at one and one-half time the hourly rate for that employee. Overtime compensation shall be included on the regular paycheck.~~

~~Professional, executive and administrative employees are exempt from overtime eligibility. Compensatory time may be awarded to overtime exempt employees at the discretion of the Superintendent.~~

XI. Compensation

1. Total Compensation

The wages paid to the employee shall represent the total compensation for the employee, exclusive of reimbursement for official travel and related out-of-pocket expenses. Except as otherwise provided in these policies, or upon prior approval by the Superintendent, no employee shall receive pay from the District in addition to the wage authorized under the Wage Schedule for services rendered either in the discharge of the employee's ordinary duties or any additional duties which may be assigned or which the employee may volunteer to perform.

2. Compensation Plans

Most classified employees are paid on an hourly wage basis, according to the Wage Schedule (see Appendix A-1). Employees may also negotiate Added Duty contracts for student activities (see Appendix B-13).

The Superintendent may designate some positions to be paid on a salary basis. Salaried positions may include supervisory and/or maintenance personnel. Positions compensated on a salary basis are those in which the employee may be expected to work non-standard working hours outside the normal scheduled working day. Salary compensation will be determined either by appropriate placement on the hourly steps and ranges, or be based on placement depending on experience in one of the Salaried Job Ranges at the bottom of the Wage Schedule.

Being paid a salary does not mean that you are not entitled to receive overtime. Some employees are exempt from overtime, such as executive, administrative, and professional employees, all of which require

very specific criteria to be met. Your actual job duties, responsibilities and how you are paid usually determine your eligibility for overtime.

~~Most salaried positions are not exempt from overtime eligibility, as per Department of Labor definitions.~~ An employee hired to a salaried position not exempt from overtime who works less than a full pay period will be paid a proportional part of his/her salary based on the hourly rate. ~~With approval of the supervisor, a salaried classified employee can use annual leave instead of being paid a proportional part of his/her salary.~~

3. Pay Schedule

The pay period shall be the period between the first and the fifteenth and between the sixteenth and the last day of the month inclusive. Employees shall ~~receive their paychecks and their direct deposit on or before~~ the seventh (7) and the twenty-second (22) of the month. ~~Regular paychecks shall be postmarked on the seventh (7) and the twenty-second (22).~~ If the normal pay day falls on a regularly scheduled day off or on a holiday, the pay day shall be on the closest normal working day preceding the normal pay day. The district encourages all employees, including temporary and substitute employees, to sign up for direct deposit of paychecks to their bank account by completing the form in Appendix B-06 as it assists personnel getting their pay in a quicker manner than possibly waiting on paper checks to be delivered by US mail ~~or local air carriers~~ or by school plane.

Except as may otherwise be permitted by law or district policy, an employee's final paycheck upon ~~non-~~voluntary termination shall be paid within three working days after termination. If an employee terminates employment voluntarily, their final paycheck will be issued with the regularly scheduled payroll.

4. Payroll Advances

The Superintendent or designee may authorize payroll advances to permanent employees. Any such advance shall not exceed the salary accrued to the date of the advance (including annual leave) or up to \$900, whichever is less, and shall be repaid by being withheld from the next one (1) or two (2) or three (3) regular paychecks.

Any employee shall be granted not more than two (2) payroll advances during any fiscal year. The first payroll advance must be repaid before the second advance will be granted. To request a payroll advance, the employee must complete the form in Appendix B-07, have it signed by the supervisor, and make sure it is received by the Classified Payroll Clerk not less than two (2) days before the date the check is needed. ~~Payroll advances WILL NOT be direct deposited. A paper check will be provided.~~ (Special circumstances or probationary employee requests will be considered by the superintendent.)

5. Placement on Wage Schedule

Placement for new employees shall be determined at the time of hire. Employees will generally be placed at Step 0 of the lowest wage range for the position into which they are hired. Placement in higher wage ranges shall be dependent on verification of educational credits for most jobs, as explained on the Wage Schedule.

In addition, the employee may be allowed to verify years of experience in the same or a similar position, either with the District or with another employer, with “Average” or above references or reviews. Upon the recommendation of the hiring supervisor, the Superintendent may place this employee up to ~~five steps above step 0~~ step 7 on the appropriate wage range based upon prior work experience.

For Cook and Custodian positions, initial placement may be made one range above the lowest range for these jobs, for those employees with five or more years experience in the same or a similar position. For ~~cook and custodian~~ positions that are ~~designated as~~ particularly demanding within a Job Description category, the Superintendent may grant initial placement up to two ranges above the lowest range for the job, upon recommendation of the hiring supervisor.

The employee who accepts a position after having served in a different position within the District with no break in service may, at the discretion of the Superintendent, be reinstated at the same step on the Wage Schedule as previously held.

6. Performance Evaluations ~~(MOVED FROM XIV)~~

No later than the end of the probationary period, the employee shall be given a written evaluation (see Appendix B). Promoted and transferred employees will also be given a evaluation at the end of sixty (60) working days in attendance at the new job (see section VII-4). Thereafter, each employee shall be evaluated annually before April 15 (see Appendix B-09), and at such other times as may be deemed appropriate by the supervisor or the Superintendent. Employees separating from the District shall receive a final evaluation at the time of separation, at the request of the employee.

Each evaluation shall be discussed with the employee, the employee shall have the right to attach written comments to the evaluation form, and the employee shall receive a copy of the evaluation. Each annual evaluation shall be reviewed and approved by the Superintendent. All evaluations shall be placed in the employee’s personnel file.

7. ~~6.~~ Merit Step Increase

~~Upon reaching permanent hire status with the district having worked at least one school and/or calendar year. If the new employee was on leave without pay status for twenty or more consecutive working days, the permanent hire date will be extended to account for days on leave without pay in excess of twenty days. Each employee on permanent hire status will receive their annual pay increase beginning July 1 of each year depending on their annual evaluation.~~

~~Permanent employees who are paid on a salary basis in positions not tied to the hourly wage schedule will receive a step increase of 4.0% until the maximum wage for their job range is reached, subject to the same performance evaluation and date of hire conditions described above.~~

~~The Permanent~~ employees with a performance evaluation of “Average” or better on the evaluation (see Appendix B) ~~is~~ are eligible to receive a merit step increase effective on July 1 of each year. The evaluations will be administered each spring by the employee’s supervisor. ~~(see Section XIV).~~

7. Seniority Increase

On July 1 following the five years of permanent, continuous employment, and after each additional five years ~~On July 1 following the five (5), ten (10), fifteen (15), twenty (20) (and every five years thereafter) year anniversaries of permanent, continuous employment,~~ the employee with five (5) consecutive annual evaluations rated “Average” or above whose compensation is based on the hourly wage schedule shall be promoted one range. Maximum seniority promotions shall not exceed ~~five ranges above the starting range for a job, and must be within~~ the designated ranges for that job.

8. Credits for Coursework

Employees in positions that appear on the hourly section of the Wage Schedule may move between ranges upon submission of official transcripts documenting credits for coursework that is relevant to their job duties. The Superintendent will evaluate non-credit job training on a case-by-case basis.

Employees may document credits to move as far as the maximum range for their position (see Appendix A-1/2). If documentation is provided after the start of the **current** school year, the increase in pay shall be retroactive to the beginning of the school year or the date the credits were earned, whichever is later.

At the start of each school year, the Superintendent shall announce whether a tuition reimbursement plan is available for that school year. The tuition reimbursement plan will allow for reimbursement up to a maximum amount per credit as currently allowed under the University of Alaska tuition fee schedule. Up to three (~~3~~ 6) credits could be reimbursed per fiscal year (July to June). In order to be reimbursed, the employee must receive a grade or the equivalent of “C” or above (see Appendix B-12). **These credits must be relevant to their job duties in order to be reimbursed (approved by Superintendent in Advance). This incentive will be offered as long as funding is available.**

XII. Holidays and Leaves

1. Holidays

The permanent employee shall be granted the following paid holidays: Independence Day, Labor Day, Thanksgiving Day, the Day after Thanksgiving Day, Christmas Day, New Year’s Day and Memorial Day. **(Seasonal employees are excluded from paid holidays during the summer months)**

If a holiday falls on the first scheduled day off of the week (i.e. Saturday), the preceding day (Friday) shall be designated the holiday. If a holiday falls on the second scheduled day off of the week (i.e. Sunday), the following day (Monday) shall be designated the holiday.

With the written permission of the supervisor, the employee may be permitted to reschedule a holiday to a mutually agreeable date. If the employee (including temporary) is required to work on a holiday, the employee shall be compensated at the overtime rate for the actual hours worked.

All permanent classified employees will be eligible for holiday pay during the course of the school/~~calendar~~ year as per state statute.

2. Annual Leave

The permanent employee shall accrue annual leave at the rate of:

- one-half (50%) of a normal working day per full pay period for the employee with less than two years of service;
- ~~five-eighths (63%)~~ Sixty-Five percent (65%) of a normal working day per full pay period for the employee with two (2) but less than five (5) years of service;
- ~~three-fourths (75%)~~ Eighty percent (80%) of a normal working day per full pay period for the employee with five (5) but less than ten (10) years of service; and
- ~~seven-eighths (88%)~~ One hundred percent (100%) of a normal working day per full pay period for the employee with ten (10) or more years of service.

~~There shall be no accrual of annual leave for any pay period during which the employee is absent without approved leave.~~

Changes in the rate of accrual as provided above shall take effect with the first full monthly pay period of the fiscal year.

Accrued annual leave may be used upon the approval of the supervisor with a minimum of 24 hour notice. If the leave is not approved, it would be considered leave without pay. The supervisor may choose to use a "50% rule" in approving requests for annual leave, or any other rule deemed necessary to maintain adequate staffing at a site.

During the school year, on days when school is not in session, school site employees may or may not be required to work as administratively determined. Employees not required to work may request annual leave.

Annual leave accrued but not used shall accumulate to a maximum of not more than twenty-five (~~20-25~~) days as of June 1 of any ~~calendar~~ fiscal year. Unused accrued annual leave in excess of the maximum at the close of business on May 31 of any ~~calendar~~ fiscal year shall be paid down to the level of twenty (~~20~~ 25) days. Each supervisor shall provide sufficient opportunity for employees to use annual leave such that excess accrual may be avoided.

Seasonal employees shall be paid ~~off~~ out for unused, accrued annual leave at their then current rate with their last paycheck of the seasonal work period. Seasonal employees may request a carryover of up to 10 days of annual leave to the following school year. This request must be made in writing prior to the last day worked. Separating employees shall be paid off for unused accrued annual leave at their then current rate with their final paycheck.

Employees shall be allowed to cash out annual leave one time only during the fiscal year, aside from the year-end cash out for seasonal employees. To request an annual leave cash out, the employee must complete the form in Appendix B, have it signed by the supervisor, and turn it in to the Classified Payroll Clerk. Leave cash out will be paid with the next scheduled pay cycle. **In order to receive any annual leave cash out, there cannot be any outstanding payroll advances.**

The Business Office shall maintain a leave record for each employee, and such record shall be subject to annual audit and approval by the Superintendent.

3. Sick Leave

The permanent employee shall accrue sick leave at the rate of two-thirds (66%) of a normal working day for each full pay period. ~~There shall be no accrual of sick leave for any pay period during which the employee is absent without approved leave.~~ A false statement by the employee regarding sick leave **shall may** be grounds for immediate dismissal.

The use of sick leave shall be subject to the following provisions:

- Upon notification to the supervisor in advance unless prevented from doing so by extenuating circumstances; At the discretion of the supervisor, employees may not be paid unless notification allows sufficient time for supervisor to arrange a substitute. Notification must be made within one hour prior to the start of the normal workday.
- For actual injury or illness of the employee or for a medical or dental appointment in connection with an actual illness or injury;
- For maternity leave, up to nine (9) weeks of sick leave may be used immediately preceding and/or following childbirth;
- For illness or injury within the employee's immediate family (see Section II - Definitions) which requires the attendance of the employee; for paternity leave, up to five (5) days of sick leave may be used on or about the time of the birth of a child;
- Upon the express prior approval of the Superintendent, or designee, for routine doctor or dental examinations and for elective procedures that cannot reasonably be scheduled on non-work days;
- Upon the death of a member of the immediate family of the employee (unlimited use of accrued sick leave);
- Sick leave may include up to two documented travel days per incident for out-of-town visits related to illness, medical appointments, injury or death in the family; and
- Upon three (3) consecutive days of sick leave (excluding travel days), the supervisor may require a ~~doctor's certification of disability~~ **note from a medical provider.**

The employee whose absence has been approved as being justified under sick leave shall be paid for such time lost, to the extent that sick leave is accrued, at the current normal wage rate, less the amount of any time lost payments made under the Alaska Workers Compensation Act (see Section XIII-3).

Upon resignation in good standing or retirement after continuous service with the District of five (5) or more years, or five full school terms for seasonal employees, the employee's remaining sick leave shall be paid at 50% of the normal wage rate.

4. Family and Medical Leave

~~Upon application by the permanent employee, a leave of absence without pay may be granted according to the terms and conditions of the State and Federal Family and Medical Leave Acts. An employee is eligible for a leave of up to eighteen (18) workweeks in a 24-month period for a serious health condition. An employee is eligible for a total of eighteen (18) workweeks in a 12-month period because of pregnancy, childbirth, or adoption. The right to take leave for this latter reason expires on the date one year after the birth or placement of the child. Additional months of leave may be granted by the Superintendent of one (1) month for each year of service over five (5) years, up to a maximum of twelve (12) months.~~

~~An employee is eligible for family leave if the employee has been employed by the District for at least 35 hours a week for at least six (6) consecutive months, or for at least 17.5 hours a week for at least twelve (12) consecutive months preceding the leave. Leave will be granted for any of the following reasons:~~

- ~~• because of pregnancy and the birth of a child and to care for the employee's child after birth, or placement for adoption or foster care;~~
- ~~• to care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or~~
- ~~• because of the employee's own serious health condition.~~

~~If the necessity for leave is foreseeable based on an expected birth or adoption or on planned medical treatment or supervision, the employee shall provide the employer with reasonable and practicable prior notice. The Superintendent may require medical certification to support a request for leave because of a serious health condition, and may require second or third opinions (at the District's expense) and a fitness for duty report to return to work. In the event of a failure or refusal to supply a requested medical certification, or if the certificate does not clearly show sufficient disability to preclude the employee from the performance of the normal duties, the Superintendent may cancel the leave and require the employee to report for duty on a specified date.~~

~~The employee must first exhaust applicable balances of sick and annual leave. During the leave, health benefits for the employee will be maintained, provided that the employee was eligible for health coverage immediately prior to the start of the unpaid leave. For leaves longer than twenty-one (21) working days, the employee will be required to pay for the cost of health benefits during the time of leave.~~

~~If the leave is anticipated to last longer than one (1) month, the Superintendent may make a substitute appointment. Upon returning to work, the employee will be restored to the original or an equivalent position with equivalent pay, benefits and other employment terms.~~

~~If the employee fails to report to duty on the specified date or at the end of the leave of absence, the employee may be deemed to have resigned not in good standing.~~

THE FAMILY AND MEDICAL LEAVE ACT (FMLA) requires covered employers to provide up to 12 weeks in a 12 month period of paid or unpaid, job-protected leave to eligible employees for qualifying family and medical reasons (the State of Alaska is a covered employer). Employees are eligible if they have worked for a covered employer for at least one year, and for 1,250 hours over the previous 12 months, and if there are at least 50 employees within 75 miles (see the policy below concerning the number of employees within a given radius).

THE ALASKA FAMILY LEAVE ACT (AFLA) requires covered public employers to provide up to 18 weeks in a 12 or 24 month period of paid or unpaid, job-protected leave to eligible employees for qualifying family and medical reasons. Employees are eligible if they have been employed by a covered employer for at least 35 hours a week for at least six consecutive months or for at least 17.5 hours a week for at least 12 consecutive months immediately preceding the leave, and if there have been at least 21 employees within 50 road miles during any period of 20 consecutive workweeks in the preceding two calendar years (see the policy below concerning the number of employees within a given radius).

See the Classified Payroll Clerk at the District Office for any information on FMLA and AFLA.

MILITARY FAMILY LEAVE (MFL) is a FMLA amendment, which includes 2008 and 2010 provisions, that has the same eligibility requirements and job protection provided by FMLA. This amendment allows an employee to take up to 12 weeks of leave in a 12 month period for “any qualifying exigency” of a military member who is on covered active duty and is a qualified family member. This amendment also allows an employee to take up to 26 weeks of leave in a 12 month period to care for a covered servicemember (qualified family member) recovering from a serious illness or injury sustained in the line of duty while on active duty. A “covered servicemember” is defined as a member in the Armed Forces (including the National Guard or Reserves) or a veteran who was active in the Armed Forces within the last five years.

POLICY: The State of Alaska has elected to substitute paid leave for unpaid leave for use in a family leave qualifying condition when it is available to the employee through accruals, donations, or other means authorized by collective bargaining agreements or state statutes. The State of Alaska has chosen to have the 12 or 24 month family leave entitlement start when an employee first takes leave for the qualifying condition. The State of Alaska has adopted a more generous policy that allows employees who meet the employment and hours worked thresholds to be eligible for family leave regardless of the number of employees within a given radius.

REASONS FOR TAKING LEAVE: Either or both of these leave entitlements require an absence to be granted for any of the following reasons: o to care for the employee's child after birth, or placement for adoption or foster care; or

- to care for the employee's spouse, son or daughter, or parent (in-law, step, or who stood in loco parentis) who has a serious health condition; or
- for a serious health condition that requires the employee to be absent from the employee's job; or
- for an employee whose family member is a military member who has a qualifying exigency or a serious illness or injury.

ADVANCE NOTICE AND MEDICAL CERTIFICATION: The employee may be required to provide advance leave notice and medical certification. Taking of leave may be denied if requirements are not met.

- The employee ordinarily must provide 30 days advance notice when the leave is foreseeable (notification can be provided by a family member or spokesperson when necessary).
- When leave is not foreseeable, the employee must provide notice as soon as reasonably possible.
- An employer may require medical certification to support a request for leave because of a serious health condition, and may require second or third opinions (at the employer's expense), periodic updates, and/or a fitness for duty report to return to work.

JOB BENEFITS AND PROTECTION:

- For the duration of FMLA leave, the employer must maintain the employee's health coverage under any group plan. There is no similar requirement under AFLA.
- Upon return from FMLA or AFLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

- For the use of family leave, an employee cannot realize the loss of any employment benefit that accrued prior to the start of an employee's leave.

5. Court Leave

~~The permanent~~ Any employee who is called to serve as a juror or is subpoenaed as a witness by a court of competent jurisdiction shall be entitled to court leave with pay, less any compensation received for court service other than transportation and per diem. This section does not apply if the employee is a defendant or plaintiff, or is accompanying a minor who is a defendant or plaintiff.

Court leave shall be supported by written documents such as a subpoena, marshal's statement of attendance, and statement of compensation for services, per diem, and transportation.

The employee shall promptly turn over to the District all monies received from the court as compensation, except per diem and transportation, and in turn shall be paid at the current normal wage rate while on court leave that has been approved in advance by the supervisor. Documentation of this shall be provided by the employee in the form of the money paid to them while on court leave as well as by the district supervisor to whom the money is turned over giving a receipt of such funds to the person who turned in the money.

6. Military Leave

Temporary military leave may be granted by the Superintendent to employees upon written request of the military authority stating reasons why the service cannot be fulfilled during non-working hours. Employees are expected to exert every effort to schedule their service during the summer months. The leave of absence may not exceed sixteen and one-half (16.5) working days during the calendar year. When such leave is approved, the employee shall receive their regular salary less any compensation received from the military for the leave period.

Any regular full-time employee with an active military obligation will be granted a leave of absence without pay if called to active duty within the U.S. armed services. However, eligible employees may use any available paid time off for the absence. Employees called for active duty will be entitled to reinstatement in accordance with all applicable state and federal laws.

7. Other Leaves of Absence, Without Pay

The employee may be granted leave without pay, not to exceed a total of ten (10) consecutive working days in any fiscal year, for any compelling reason, at the discretion of the supervisor. The employee may be granted leave without pay in excess of ten (10) consecutive working days per fiscal year, but for not more than twelve (12) consecutive months, at the discretion of the Superintendent. All leaves without pay of 10 consecutive days or more shall be documented by use of the form in Appendix B.

While on an approved leave of absence without pay in excess of ten (10) consecutive working days, the employee shall not be entitled to fringe benefits such as District paid health/life insurance, retirement, social security, worker's compensation, etc., unless the leave is covered by the Family and Medical Leave

Act (see XII-4). If the leave is anticipated to last longer than one (1) month, the Superintendent may make a substitute appointment. Upon returning to work, the employee will be restored to the original or an equivalent position with equivalent pay, benefits and other employment terms. Unused sick and annual leave shall also be restored.

A leave of absence without pay shall be subject to the condition that the Superintendent may cancel the leave at any time upon prior written notice to the employee specifying the date of termination of the leave, if it is determined that the employee is using the leave for purposes other than those specified at the time of approval. If the employee fails to report to duty on the specified date or at the end of the leave of absence, the employee may be deemed to have resigned not in good standing.

8. Other Compensated Leaves

Upon written application stating the reason for the requested leave, the Superintendent may grant compensated leave to an employee in addition to those specified above. This may include training classes, workshops, etc. that are job related.

XIII. Insurance and Retirement Plans

1. Health, Accident and Life Insurance

The permanent employee with a work schedule of five (5) or more hours per day shall be provided health, accidental death and dismemberment (AD&D), and life insurance covering the employee and the employee's spouse and eligible dependents at such coverage levels as from time to time may be approved by the Board. Optional additional coverage may be made available to the employee for payment of premiums. In the event of substantial increases in the cost of said insurance, the District may require the employee to pay for all or part of the increases.

After continuous service with the District of five (5) full years, or five full school terms for seasonal employees, the employee with a work schedule of fewer than five (5) hours per day will also be provided health, AD&D and life insurance at the same coverage level described above.

Upon recommendation and annual review by the Board, each year in September, employees who have other health coverage will have the opportunity to "opt out" of the District's health plan as of October 1, in exchange for a cash payment, the amount and timing of which will be determined annually by the Superintendent. Employees may choose to opt out of either all health coverage, or to retain dental and vision coverage and opt out of medical coverage only. Employees who opt out will continue to receive life and accidental death and dismemberment coverage. See Opt Out schedule in the forms section.

2. HIPAA

The Health Insurance Portability and Accountability Act (HIPAA) of 1996 authorized the Secretary of Health and Human Services to establish standards for protecting the privacy of personal health information. Kuspuk School District complies with these standards. All employee health information will be maintained in a secure environment and accessible only to those individuals responsible for the implementation of this policy.

3. Worker's Compensation.

The employee shall be covered by worker's compensation insurance as required by the [Alaska State Worker's Compensation Act](#).

When an injury occurs in the workplace, the employee and the supervisor must fill out the state-mandated "Report of Occupational Injury or Illness" and submit it to the Business Manager as soon as possible. The employee must also inform all health providers who provide treatment related to the injury that the injury occurred on the job.

If the employee misses work for longer than three days due to an injury that occurred on the job, the District's insurance provider will begin compensating the employee at a reduced wage rate in accordance with state law. If the employee chooses to use available sick leave in order to receive pay at the normal wage rate, then compensation from the insurance provider must be turned over to the District.

If the employee misses work for an extended period and no longer has sick leave available, compensation will continue from the District's insurance provider in accordance with state law and the employee will be put on leave without pay status (see Appendix B-14).

4. Unemployment Compensation

The employee shall be covered by unemployment insurance as provided by Alaska law. Seasonal employees may collect unemployment compensation under Alaska state law only if they resign or are terminated from their position at the end of the school year. However, this would result in loss of health, AD&D and life insurance and no guarantee of a position at the start of the next school year.

5. Liability Insurance

The District shall provide tort liability insurance coverage at such levels as from time to time may be approved by the Board. This insurance shall cover potential tort liabilities which may occur while the employee is carrying out the prescribed duties within the realm of the employee's assigned responsibilities, pursuant to AS 14.12.115.

6. Public Employees' Retirement System (PERS)

The permanent employee whose regularly assigned work week is fifteen (15) or more hours shall be enrolled in the State of Alaska Public Employees' Retirement System (PERS). The employee and the District shall both make contributions each pay period at the rates determined by the PERS system.

For further information about PERS, the employee should contact: State of Alaska, Division of Retirement and Benefits, P.O. Box 110203, Juneau, AK 99811-0203, 907-465-4460.

7. Social Security System

The employee shall be enrolled in the Social Security system. The employee and the District shall both make contributions each pay period at the rates determined by the Social Security system (also known as FICA).

8. Tax Deferred Annuities

The employee may make contributions to tax deferred annuities (TDA's) through payroll deductions in order to shelter income from taxes and set aside funds for retirement or other savings goals. The employee should contact the Classified Payroll Clerk to obtain enrollment forms and additional information about TDA's.

~~XIV. Performance Evaluations (MOVED TO NEW SECTION)~~

~~No later than the end of the probationary period, the employee shall be given a written evaluation (see Appendix B). Promoted and transferred employees will also be given a evaluation at the end of sixty (60) working days in attendance at the new job (see section VII-4). Thereafter, each employee shall be evaluated annually before April 15 (see Appendix B-09), and at such other times as may be deemed appropriate by the supervisor or the Superintendent. Employees separating from the District shall receive a final evaluation at the time of separation, at the request of the employee.~~

~~Each evaluation shall be discussed with the employee, the employee shall have the right to attach written comments to the evaluation form, and the employee shall receive a copy of the evaluation. Each annual evaluation shall be reviewed and approved by the Superintendent. All evaluations shall be placed in the employee's personnel file.~~

~~XIV~~ ~~XV~~. Employment Records

1. Public Records

Except for examination materials, performance evaluations, personal histories, or other confidential materials so designated by the Superintendent, employee records shall be public records. Such records shall be available for inspection by the public in the presence of authorized personnel during regular office hours in accordance with such procedures as the Superintendent may establish.

2. Confidential Records

Examination materials, performance evaluations, personal histories, and other confidential materials so designated by the Superintendent shall be kept in confidential personnel files. Prior to inclusion of any material in the employee's personnel file that might be construed as derogatory, evidence that the employee received a copy of the material shall be required. The employee shall have the right to have included in the personnel file a rebuttal or explanation of any derogatory material placed therein.

The employee, or the employee's duly authorized representative, shall be allowed to examine the contents of the personnel file during regular office hours in accordance with such procedures as the Superintendent may establish. Confidential personnel files shall otherwise not be available for inspection except by the employee's supervisor(s), District Office personnel with a bona fide need, duly authorized state and federal auditors, and the Board.

3. Content of Records

The employee's official personnel file shall include, but not be limited to: application forms, payroll authorizations, performance evaluations, letters of recommendation or reprimand, contracts (as applicable), and other items as may be required or authorized by the Superintendent.

4. Maintenance of Records

The Business Office, under the direction of the Superintendent, shall be responsible for the compilation and maintenance of official personnel files in a secure location and in accordance with this section. Personnel files shall be kept for perpetuity.

~~XVI.~~ **XV. Travel**

All travel by employees must be approved by the supervisor. Out-of-District travel must also be approved by the Superintendent. Airline reservations, lodging and per diem should be arranged in advance through the staff member coordinating the travel event. Employees should refer to Board policy for specific information regarding payment or reimbursement for travel expenses.

~~XVII.~~ **XVI. Work Rules**

1. Duty Time Check In/Check Out

The employee is responsible for reporting to duty at the time designated by the supervisor, or calling the work site to report absences with as much notice as possible. The employee is responsible for maintaining a timesheet (see Appendix B-05). Up to two breaks of ten (10) minutes each shall not be deducted from the employee's paid time. Falsification of time records shall be grounds for immediate dismissal without prior notice.

2. Absenteeism and Tardiness

The employee shall be present and on time for duty on scheduled work days unless leave has been approved in advance through the supervisor. An employee who does not report to work on time or call in for three (3) consecutive or non-consecutive days will be subject to disciplinary procedures (see section ~~XIX~~ XVIII) which may result in immediate dismissal from employment. Employees who are late or tardy reporting to work may not use annual leave to "make up" time for purposes of compensation; the only type of leave that will be allowed to be used in this type of circumstance will be leave without pay.

3. Telephone

Except in extenuating circumstances and upon the approval of the supervisor, the employee may not use District telephones for personal business during working hours. No personal toll calls may be charged to the District.

4. Work Area Tidiness and Security

The employee shall maintain the work area in a neat and orderly fashion and properly secure the work area and confidential materials upon leaving.

5. Insubordination

The employee is required to carry out all lawful directives of the supervisor(s).

6. Work at Other Locations

The employee authorized to perform work at a location other than the normal work site shall keep the supervisor informed as to the employee's whereabouts and activities during the work day.

7. Supplementary Work Rules

The supervisor and/or the Superintendent may develop and implement additional work rules not inconsistent with this section. Such rules shall be in writing and posted in a conspicuous place, and filed with the Superintendent.

~~XVII.~~ **XVIII. Employee Disciplinary Procedures**

The purpose of employee disciplinary procedures shall be to provide for sanctions and corrective actions relative to unacceptable employee behaviors. It shall be the intent of the District that disciplinary actions be fair, equitable, and appropriate to the situation. Except in extreme circumstances, the supervisor shall, prior to initiating disciplinary procedures, accomplish the following:

- Review the employee's work history to determine if there has been a pattern of similar or other infractions; and
- Obtain all pertinent facts surrounding the particular infraction; and
- Determine the seriousness and implications of the infraction.

Disciplinary procedures shall not be imposed in an arbitrary or capricious manner.

1. Procedures

There shall be five (5) distinct disciplinary actions that a supervisor may initiate. Normally, the actions shall follow a progression as listed below; however, more serious infractions may require immediate initiation of more severe disciplinary actions. A Disciplinary Action Form (see Appendix B) shall be placed in the employee's personnel file to document a formal written reprimand, suspension or reduction in classification.

- **Informal Reprimand** - An informal reprimand may be issued for minor infractions, including but not limited to: use of improper language, excessive tardiness or absence, failing to notify supervisor when leaving work area, carelessness in performance of duties, etc. It is recommended that the Disciplinary Action Form be used to document an Informal Reprimand. However, information regarding an Informal Reprimand should NOT be placed in the employee's personnel file and should be shredded in one year.
- **Formal Written Reprimand** - A formal written reprimand may be issued in the event that the supervisor determines that the infraction warrants formal documentation. The supervisor shall discuss the matter with the employee, provide the employee with a copy of the reprimand, and allow the employee to attach a rebuttal or explanation to the letter of reprimand. The Disciplinary Action Form, including the text of the letter of reprimand and any attachments shall promptly be forwarded to the Superintendent for placement in the employee's personnel file.

- Suspension - Upon the recommendation of the supervisor and the approval of the Superintendent, the employee may be suspended without pay for a period of up to five (5) days for a first suspension, and up to ten (10) days for a subsequent suspension. In extreme cases, the employee may be given an immediate suspension pending an investigation. Upon the authorization of the Superintendent, the supervisor shall complete a Disciplinary Action Form, discuss the matter with the employee, provide the employee with a copy of the form, and allow the employee to attach a written statement to the form. The form and any attachments shall promptly be forwarded to the Superintendent for inclusion in the employee's personnel file.
- Reduction in Classification - Upon the recommendation of the supervisor and the approval of the Superintendent, the employee may be reduced in position classification and/or wage range for serious or continual infractions or for poor performance evaluations. Upon the authorization of the Superintendent, the supervisor shall complete a Disciplinary Action Form indicating the reasons for the reduction and the actions that the employee must take to regain the position and/or wage range. The supervisor shall discuss the matter with the employee, provide the employee with a copy of the form, and allow the employee to attach a written statement to the form. The supervisor shall promptly forward the form and any attachments to the Superintendent for placement in the employee's personnel file.
- Dismissal - Upon the recommendation of the supervisor and the approval of the Superintendent, the employee may be dismissed for serious or continual infractions or for unsatisfactory performance evaluations. Upon the authorization of the Superintendent, the supervisor shall complete a Termination Notice (see Appendix B) indicating the reasons for the dismissal. The supervisor shall discuss the matter with the employee, provide the employee with a copy of the notice, and allow the employee to attach a written statement to the notice. The supervisor shall promptly forward the notice and any attachments to the Superintendent for placement in the employee's personnel file.

A temporary employee may be terminated at any time at the discretion of the Superintendent or designee, without any hearing or review rights under the complaint procedure set forth below.

2. Disputes

In the event of a dispute between the employee and the district regarding the appropriateness of any disciplinary action, the employee may seek redress through the complaint procedure as provided below. If the employee who has been suspended, reduced in classification, or dismissed is subsequently vindicated through the complaint procedure, the employee shall be reinstated with full back pay and benefits.

XIX. XVIII Complaint Procedure

Employees are encouraged to resolve complaints informally. Formal complaint procedures shall not be initiated unless informal efforts to resolve the complaint have been exhausted and the complainant has provided a written description of such efforts.

If the complaint has not been satisfactorily resolved by informal procedures, the complainant may file a formal written complaint with the immediate supervisor or principal by following the procedure described below.

The purpose of the formal complaint procedure is to provide a due process means to resolve differences between employees and the District at the lowest administrative level and as quickly as possible.

At steps two and three of the complaint procedure the complainant and/or supervisor may have representation of their choosing and may call and cross-examine witnesses.

No actions shall be taken against the employee as a result of participation in the complaint procedure. No documents related to a complaint shall be placed in an employee's official personnel file. By using the complaint procedure, the employee does not give up the right to seek relief through other administrative or legal channels where such channels have been established.

1. Procedure

- Step One - A complaint must be initiated by the employee within fourteen (14) days of the date that the complainant knew, or should have known, of the action being complained. At this step, a good faith effort is required on the part of the complainant and the immediate supervisor to resolve the complaint through free and informal communication.

- Step Two - If the complainant is not satisfied at step one, an appeal may be filed in writing within seven (7) days (after the decision made during step one) to the immediate supervisor (or to the supervisory level where the cause for the complaint was initiated). The supervisor shall hold a hearing with the complainant within seven (7) days of receipt of the written complaint. A written decision shall be rendered to the complainant within seven (7) days of the date of the hearing. The supervisor shall promptly forward all records of the complaint and hearing to the Superintendent.

- Step Three - If the complainant is not satisfied with the written decision rendered at step two, the complainant may appeal the decision in writing to the Superintendent within fourteen (14) days of the step two hearing. The Superintendent shall set a hearing date within seven (7) days of receipt of the written complaint. Said hearing shall be conducted by the Superintendent, or designee, as soon as practicable, but no later than thirty (30) days after the written complaint has been received. Within seven (7) days of the hearing, the Superintendent shall render a written decision. The decision of the Superintendent at step three shall be final.

At the next regular Board meeting after a step three complaint hearing, the Superintendent shall provide for Board review all documents related to the complaint.

2. Time Limits

All time limits shall be strictly adhered to except by mutual written consent of the parties. Failure of the complainant to adhere to timelines nullifies the complaint. Failure of a supervisor to adhere to timelines automatically entitles the complainant to appeal to the next higher supervisory level.

~~XX.~~ **XIX. Separation**

1. Retirement

The employee covered by the Public Employee's Retirement System (PERS) or Social Security shall be eligible for retirement as provided by these systems. The employee shall submit a resignation as provided below.

2. Resignation

The employee may resign from the District by presenting a resignation in writing to the supervisor. The employee shall give written notice to the supervisor at least fourteen (14) days prior to the final work day. A copy of the resignation shall be supplied by the supervisor to the Superintendent for inclusion in the personnel file.

3. Layoff

The Superintendent may layoff the permanent employee by reason of elimination of position, shortage of work or funds, or other reasons outside the employee's control which do not reflect discredit on the services of the employee. The name of such an employee shall be placed on a layoff list for a period of one (1) calendar year. If not appointed within this time, the employee shall be considered to have separated in good standing. No loss of accrued leave shall occur during the period the employee is on the layoff list.

The employee on the layoff list shall be offered reappointment to applicable positions as vacancies occur on the basis of performance evaluation, seniority, and the needs of the District as determined by the Superintendent. The employee on the layoff list who is offered and rejects a position in the same class as the position held at the time of the layoff shall be removed from the list.

Personnel**DISMISSAL/SUSPENSION/DISCIPLINARY ACTION**

BP 4218(a)

Probationary Employees

At any time prior to the expiration of the probationary period, the Superintendent or designee may, at his/her discretion, dismiss a probationary classified employee from district employment. A probationary employee shall not be entitled to a hearing.

Permanent Employees

Permanent classified employees shall be subject to personnel action (including, but not limited to, reprimand, suspension without pay, demotion, reduction of pay step in class, dismissal) only for cause. This policy also applies to classified management and supervisory employees unless otherwise provided by law.

(cf. 4300 – Definitions)

In addition to any disqualifying or actionable causes otherwise provided for by statute or by policy or regulation of this district, each of the following constitutes cause for personnel action against a permanent classified employee:

1. falsifying any information supplied to the school district, including, but not limited to, information supplied on application forms, employment records, or any other school district records
2. incompetency
3. inefficiency
4. neglect of duty
5. insubordination
6. dishonesty
7. possessing or consuming alcohol, tobacco, controlled substances, including marijuana, or other illegal drugs or synthetic drugs while on duty or on District premises whether or not on duty; or being under the influence of these prohibited substances while on duty
8. conviction of a felony, conviction of any sex offense made relevant by provisions of law, or conviction of a misdemeanor which is of such a nature as to adversely affect the employee's ability to perform the duties and responsibilities of his/her position. A plea or verdict of guilty, or a conviction following a plea of nolo contendere is deemed to be a conviction within the meaning of this section. Applicants and employees must inform the Superintendent of any conviction so that a determination can be made by the district regarding its applicability to employment. For existing employees, reporting must occur within 48 hours of conviction.
9. absence without leave
10. immoral conduct
11. discourteous treatment of the public, students, or other employees

This policy was adopted by the board on 6/5. It needs to be incorporated into the current Classified Employee Handbook: XVIII. Employee Disciplinary Procedures.

DISMISSAL/SUSPENSION/DISCIPLINARY ACTION (continued)

BP 4218(b)

12. improper political activity
13. willful disobedience
14. misuse, theft, or destruction of district property
15. violation of district, School Board or departmental rule, policy, procedure, or violation of federal, state, or local statute, regulation, or ordinance
16. physical or mental disability, which disability precludes the employee from the proper performance of his/her essential duties and responsibilities as determined by competent medical authority, except as otherwise provided by a contract or by law regulating the accommodation of disabilities or the retirement of employees
17. failure to possess or keep in effect any license, certificate, or other similar requirement specified in the employee's class specification or otherwise necessary for the employee to perform the duties of the position
18. unlawful discrimination, including harassment, on the basis of race, religion, creed, color, national origin, ancestry, physical or mental disability, marital status, sex, pregnancy, or age against the public, students, or other employees
19. unlawful retaliation against any other district officer or employee, student, or member of the public who, in good faith, reports, assists, discloses, divulges, or otherwise brings to the attention of any appropriate authority, whether an outside person, agency, or school district official, any information relative to actual or suspected violation of any law or district policy or procedure occurring on the job or directly related thereto
20. any other failure of good behavior either during or outside of duty hours which is of such nature that it causes discredit to the district or his/her employment

Disciplinary Procedures

The following procedures will govern personnel action unless an applicable collective bargaining agreement provides different procedures. In such event, the collective bargaining agreement will govern and employees must utilize the negotiated grievance procedures to appeal any discipline. In cases involving a personnel action, the Superintendent or designee shall prepare a written statement of the personnel action which shall be served upon the employee either personally or by registered or certified mail, return receipt requested, at the employee's last known address. The statement shall include:

1. A statement of the nature of the personnel action (the disciplinary action being imposed).
2. A statement of the cause or causes for the discipline.
3. A statement of the specific acts or omissions upon which the causes are based. If violation of rule, policy, or regulation of the district is alleged, the rule, policy, or regulation violated shall be identified.
4. A statement of the employee's right to appeal the recommendation and the manner and time within which his/her appeal must be filed.

DISMISSAL/SUSPENSION/DISCIPLINARY ACTION (continued)

BP 4218(c)

In the event the Superintendent or designee determines that an employee should be removed from duty while an investigation into alleged misconduct is conducted, the employee will be placed on administrative leave with pay.

In cases where the Superintendent or designee has determined that a permanent classified employee should be dismissed, termination of employment will be effective upon delivery to the employee of the statement of personnel action.

For all discipline short of dismissal, demotion in a reduction in pay, or unpaid suspension of five (5) or more days, a permanent employee may, within five calendar days after receiving the statement of personnel action described above, file a written appeal to the Superintendent. If the Superintendent did not decide the original discipline, the Superintendent shall hear and decide the appeal.

Otherwise, the Superintendent will appoint another district administrator to hear and decide the appeal. The appeal may be conducted without a hearing, based upon a review of the personnel action and the written appeal. At the Superintendent or designee's sole discretion, an informal hearing may be held if determined to be necessary to inform the decision maker. The decision on appeal is final.

A permanent employee who has been dismissed, demoted with a reduction in pay, or placed on unpaid suspension of five (5) or more days, may, within five calendar days after receiving the statement of personnel action described above, file a written appeal to the School Board by submitting his/her request to the Superintendent. The appeal may include a formal hearing before the School Board, in the event this is requested by the employee. If not, the appeal may be conducted without a hearing, based on the School Board's review of the statement of the personnel action and the written appeal. The School Board shall determine the procedures for the hearing, giving the employee advanced notice of the procedures. The decision of the School Board is final. If an employee fails to appeal personnel action within the time specified in these rules, the employee shall be deemed to have waived his/her right to an appeal.

At any time before an employee's appeal is finally submitted to the Superintendent or School Board for decision, the Superintendent or designee may serve on the employee and file with the decision maker an amended or supplemental statement of personnel action.

The Superintendent, designee, or School Board who is hearing an appeal may affirm, modify or revoke the personnel action.

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