

NORTH LAKE SCHOOL DISTRICT



EMPLOYMENT HANDBOOK for SUPPORT STAFF MEMBERS

August 2022

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The North Lake School District Board of Education does not discriminate on the basis of the Protected Classes of race, color, national origin, age, sex (including transgender status, change of sex, sexual orientation, or gender identity), pregnancy, creed or religion, genetic information, handicap or disability, marital status, citizenship status, veteran status, military service (as defined in 111.32, Wis. Stats.), ancestry, arrest record, conviction record, use or non-use of lawful products off the District's premises during non-working sponsored meeting or to participate in any communication with the employer about religious matters or political matters, or any other characteristic protected by law in its employment practices.

I. INTRODUCTION

INTRODUCTORY STATEMENT

This Employee Handbook has been prepared for support staff members including District Secretary, Manager of Business Services, School Secretary, Custodians, Instructional Assistants, Kitchen Employees, Health Room Nurse and/or Attendant, Technology Coordinator, Extended Day Coordinator and Assistants, Lunchroom/Recess Supervisors, and Coaches. The provisions described herein are the terms and conditions governing employment in the North Lake School District and compliance with them is required.

This Employee Handbook is a collection of selected employment policies and administrative guidelines, as well as rules and regulations of North Lake School District ("District"). It has been prepared to inform all support staff members with the policies and administrative guidelines, rules, and regulations that govern their employment in the District, and to provide for the orderly and efficient operation of the District.

It is each support staff member's responsibility to read and become familiar with this information and to comply with the policies adopted by the Board and/or the administrative guidelines promulgated by the District Administrator that are available electronically on the District website, as well as the rules and regulations contained herein.

If you have questions regarding any of the Board policies and/or District Administrator's administrative guidelines, and/or the rules or regulations set forth in this Handbook, or about matters which are not covered, please direct them to your immediate supervisor.

DISCLAIMER STATEMENT

This Employee Handbook has been prepared for informational purposes only. None of the statements, policies and administrative guidelines, rules, or regulations contained herein constitutes a guarantee of employment, a guarantee of any other right or benefit, or a contract of employment, express or implied. All of the District's employees are employed, "at-will", and employment is not for any definite period, unless otherwise provided by individual contract. Termination of employment may occur at any time, with or without notice, and with or without cause, at the option of the District or the employee. Any support staff members employed under individual contracts with the Board may be terminated or nonrenewed consistent with the terms of the contract, applicable law and consistent with Board Policy.

Furthermore, any support staff member who violates any of the terms and conditions of employment set forth in this Employee Handbook may be subject to disciplinary action in accordance with Policy 4139 – Staff Discipline and Policy 4140 – Non-Renewal, Resignation and Termination.

The provisions set forth in this Handbook may be altered, modified, changed, or eliminated at any time by the District, with or without notice. This Employee Handbook supersedes any and all previous handbooks, statements, policies and administrative guidelines, rules, or regulations given to employees, whether verbal or written.

II. EMPLOYMENT

NOTICE OF VIDEO SURVEILLANCE

The Board authorizes the use of video surveillance and electronic monitoring equipment at various school sites throughout the District and on school buses. Wherever the terms video surveillance or electronic monitoring are used, such reference includes both video and audio surveillance as possible technologies employed.

The District Administrator is responsible for determining where to install and operate fixed-location video surveillance/electronic monitoring equipment in the District. The determination of where and when to use video surveillance/electronic monitoring equipment will be made in a nondiscriminatory manner. Video surveillance/electronic monitoring equipment may be placed in common areas in school buildings (e.g. school hallways, entryways, the front office where students, employees and visitors are permitted to freely come and go, gymnasiums, cafeterias, libraries), the school parking lots and other outside areas, and in school buses. Except in extraordinary circumstances and with the written authorization of the District Administrator, video surveillance/electronic monitoring equipment shall not be used in areas where persons have a reasonable expectation of privacy (e.g. restrooms, locker rooms, changing areas, private offices (unless there is express consent given by the office occupant), or conference/meeting rooms), or in individual classrooms during instructional times.

Any person who acts to block, move, or alter the location and/or viewing angle of a video camera shall be subject to disciplinary action.

Legible and visible signs will be placed at the main entrance to buildings and in the areas where video surveillance/electronic monitoring equipment is in use to notify people that their actions/behavior are subject to being monitored/recorded, which may include video and audio recording or both.

The Board will not place video surveillance/electronic monitoring equipment for the purpose of obtaining information for routine staff appraisal/evaluation or monitoring; however, video footage captured in the normal course of surveillance which shows information pertinent to staff performance or conduct may be used for that purpose.

Policy 7440.01 – Video Surveillance and Electronic Monitoring

EQUAL EMPLOYMENT OPPORTUNITY

The Board does not discriminate in the employment of support staff on the basis of any characteristic protected under state or federal law including, but not limited to: race, color, age, creed or religion, genetic information, handicap or disability, marital status, citizenship status, veteran status, military service (as defined in Section 111.32, Wisconsin Statutes), sexual orientation, national origin, ancestry, arrest record, conviction record, use or non-use of lawful products off the District's premises during non-working hours, or declining to attend an employer-sponsored meeting or to participate in any communication with the employer about religious matters or political matters or any other characteristic protected by law in its employment practices.

Reasonable accommodations shall be made for qualified individuals with a disability, unless such accommodations would impose an undue hardship on the District. A reasonable accommodation is a change or adjustment to job duties or work environment that permits a qualified applicant or

employee with a disability to perform the essential functions of a position or enjoy the benefits and privileges of employment compared to those enjoyed by employees without disabilities.

Requests for accommodations under the Americans with Disabilities Act or under the Wisconsin Fair Employment Act from current employees must be made in writing in accordance with District policy. (Policy 3122 - Nondiscrimination and Equal Employment Opportunity)

If the support staff member has questions regarding Equal Employment Opportunity or how to file a complaint regarding equal employment, (s)he should contact the district Compliance Officer:

Mrs. Carrie Begalke
P.O. Box 188
North Lake, WI 53064
262-966-2033
begcar@northlakeschool.org

In addition, the support staff member should refer to Policy 4122 - Nondiscrimination and Equal Employment Opportunity.

ANTI-HARASSMENT POLICY

The Board is committed to a work environment that is free of harassment of any form. The Board will not tolerate any form of harassment and will take all necessary and appropriate action to eliminate it. Any member of the School District community who violates this policy will be subject to disciplinary action, up to and including termination of employment. Additionally, appropriate action will be taken to stop and otherwise deal with any third party who engages in harassment against our employees.

For purposes of anti-harassment, "School District community" means individuals subject to the control and supervision of the Board including, but not limited to, students, teachers, staff, volunteers, and Board members. "Third party" means individuals outside the School District community who participate in school activities and events authorized by the Board including, but not limited to, visiting speakers, participants on opposing athletic teams, and vendors doing business with, or seeking to do business with, the District.

Harassment consists of unwelcome conduct, whether verbal, physical, or visual, that is based on a person's protected status, such as sex, color, race, ancestry, creed, religion, genetic information, national origin, age, handicap, disability, marital status, veteran status, citizenship status, sexual orientation, arrest record, conviction record, or other protected group status, which affects tangible job benefits, interferes unreasonably with an individual's work performance, or creates an intimidating, hostile, or offensive working environment. Harassment may occur employee-to-employee, employee-to-student, male-to-female, female-to-male, male-to-male, or female-to-female.

The Board will investigate all allegations of harassment and in those cases where harassment is substantiated, the Board will take immediate steps calculated to end the harassment, prevent its reoccurrence, and, if applicable, remedy its effects. Individuals who are found to have engaged in harassment will be subject to appropriate disciplinary action.

For more information contact the Compliance Officer listed in the handbook or refer to:

Policy 4362 - Employee Anti-Harassment

JOB DESCRIPTIONS

The Board recognizes that it is essential for purposes of accountability that each support staff member is fully aware of the duties and responsibilities of his/her position. Job descriptions document and describe the essential functions for support staff positions and thereby promote organizational effectiveness and efficiency.

For more information regarding job descriptions, support staff members shall refer to Policy 4120.01 – Job Descriptions. Further, if a copy of a job description is required or desired, the support staff member shall ask their immediate supervisor or go to the District Office and request a duplicate copy.

HIRING OF RELATIVES (NEPOTISM)

The District has established clear rules regarding the employment of relatives (nepotism) that can be found in:

Policy 4120 - Employment of Support Staff

IMMIGRATION REFORM ACT COMPLIANCE

The District complies with the provisions of the Federal Immigration Reform and Control Act of 1986, including, but not limited to, requiring verification of authorization to accept employment in the United States from all employees.

For more information regarding this compliance, please refer to the following:

Policy 4111 - Creating a Position

CONFLICT OF INTEREST

The proper performance of school business is dependent upon the maintenance of unusually high standards of honesty, integrity, impartiality, and support conduct by Board members and the District's employees, officers, and agents is essential to the Board's commitment to earn and keep the public's confidence in the School District. Thus, support staff members are expected to maintain high standards of honesty, integrity, impartiality, and support conduct. Further, support staff members are expected to perform their duties in a manner free from conflict of interest pursuant to Section 19.59 Wisconsin Statutes.

Policy 4230 – Conflict of Interest

OUTSIDE ACTIVITIES OF STAFF

It is imperative that support staff members avoid situations in which their personal interests, activities, and associations may conflict with the interests of the District. If a support staff member is involved in an activity that threatens that staff member's effectiveness within the school system, the District Administrator shall evaluate the impact of such interest, activity, or association upon the support staff member's responsibilities.

For more information regarding the Board's expectations concerning interests, activities or associations that may conflict with the interests of the District, support staff members should review the following:

Policy 4231 - Outside Activities of Staff

COMMUNICATIONS AND SUGGESTIONS

The District values the comments and suggestions of its employees concerning work methods and operations. Employees should follow the chain-of-command when offering a suggestion or comment.

Support staff members should refer to the detailed procedure regarding communication set forth in Policy 4112 - Board-Staff Communication.

POLITICAL ACTIVITIES

Employees may exercise the rights and privileges of any citizen in matters of a political nature consistent with the following restrictions:

1. No school employee shall, during hours for which pay is received, use any time for the solicitation, promotion, election, or defeat of any referendum, candidate for public office, legislation, or political action.
2. No school employee shall use in any way the classrooms, buildings, or pupils for the purpose of solicitation, promotion, election, or defeat of any referendum, candidate for public office, legislation, or political action.
3. No school employee shall make use of school equipment or materials for the purpose of solicitation, promotion, election, or defeat of any referendum, candidate for public office, legislation, or political action.

Further, it is the intention of the Board to regulate political activities on all Board owned or used property, within all school buildings and at all school sponsored activities.

Policy 4231 – Outside Activities of Staff

LETTER OF APPOINTMENT

Each employee shall be issued an annual letter of appointment that shall be consistent with this Handbook before August 30th. The letter of appointment may identify the employee, the date of hire, the position(s) that the employee is employed for, the length of the work year, the length of the work day, the tentative starting and ending times of the work day, and the pay rate for the position. Specific assignments and hours cannot be guaranteed but an effort will be made to place the employee in a similar position (i.e., assignment, wages and hours) as the one currently held. A new letter of appointment shall be issued in cases of transfers, promotions, demotions, and partial or full layoff. In the case of a change of assignment the employee shall be provided with at least seven (7) calendar days' notice of the change of assignment, if practicable, as determined by the administration.

III. EMPLOYMENT STATUS AND RECORDS

EMPLOYMENT CATEGORIES

All staff as defined in By-Law - 0100 – Definitions are considered Support Staff Members

By-Law – 0100 – Definitions

PERSONNEL FILES

An employee shall have the right, upon request and consistent with the timelines and content limitations specified in state law, to review the contents of his/her personnel file, at least two times per calendar year, while in the presence of the administrator or his designee. The employee shall be entitled to have a representative accompany him/her during such review. This examination must be accomplished in the presence of the person officially charged by the District Administrator with custody of those files.

Policy 8320 – Personnel Records and State Law

PERSONNEL FILE RECORD CORRECTION

If there is any disagreement with the content or information contained in an employee's personnel record, the employee will follow the process established in Policy 8320 – Personnel Records to either have a correction made to the information in question, or to have the content in question removed from the file.

PERFORMANCE EVALUATION

The District Administrator has established and will implement a program of staff evaluation for support staff members.

Policy 4220 - Staff Evaluation

STUDENT SUPERVISION AND WELFARE

The Board requires each support staff member to maintain a standard of care for supervision, control and protection of students commensurate with the employee's assigned duties and responsibilities.

For the Board's expectations in this regard, support staff members should refer to Policy 4213 - Student Supervision and Welfare.

ASSIGNMENT AND TRANSFERS

The District Administrator is responsible for the proper assignment of all support staff members in conformance with any legal requirements or certification requirements.

REDUCTION IN STAFF

It is the responsibility of the Board to provide the staff necessary for the implementation of the educational program of the District and the operation of the schools and to do so efficiently and economically.

The Board reserves the right to abolish positions in the District and to reduce the staff whenever reasons of decreased enrollment of students, return to duty of regular support staff members after leaves of absence, suspension of schools or territorial changes affecting the District, or other circumstances warrant.

Where appropriate, attrition may be used to achieve the necessary number of position reductions.

Selection of staff for reduction once positions have been identified will be based on the following considerations:

1. qualifications of the employees being considered for reduction
2. performance of employees, based on performance evaluations
3. input from direct supervisors
4. length of service to the District

The District Administrator shall determine the appropriate employees for reduction considering all factors that s/he deems important and in the best interests of the District.

No employee whose position has been eliminated shall have any right to be contacted by the District in the event that a vacancy opens in the future for which the laid off employee may be qualified. Likewise, no such employee is entitled to a future position or is provided any preference over other applicants. Any employee whose position was eliminated under this policy may file a grievance under Policy 4340. Staff whose employment ended with the District due to a reduction in force, shall not be prevented from applying for future positions with the District.

IV. EMPLOYEE PAY AND BENEFITS

PAY PERIODS

The Board recognizes its obligation to pay its employees for services rendered in accordance with state and federal laws and District commitments.

1. Year-round staff shall be paid in twenty-four (24) pays occurring twice monthly.
2. School-year hourly staff shall be paid twice monthly for hours worked.

All employees shall participate in a direct payroll deposit plan. Direct deposit statements will be given to the employee on each payday. Direct deposit changes may be made after giving thirty (30) calendar days' notice in writing.

If an employee believes that an error has been made regarding his or her compensation, he or she must contact the Business Services Office immediately. Reports of payroll errors will be promptly investigated. If it is determined that an error has been made and timely reported, the error shall be promptly corrected.

BENEFITS

The Board provides a competitive and comprehensive package of benefits to its employees. The Board retains the final authority to establish, modify, rescind, add or in any way affect employee benefits. Annually, in conjunction with the budget process, the anticipated share cost of all employee benefits, specifying both the employee and employer share shall be approved through Board action.

Policy 4425 – Benefits

DEFINED CONTRIBUTION 403(B)

Year-round employees (working 1784 hours annually) shall receive a district contribution of nine percent (9.0%) of gross wages toward a non-elective 403(b) tax sheltered annuity.

VOLUNTARY LEAVES OF ABSENCE

Any support staff member may direct a request for a discretionary voluntary leave of absence to the District Administrator. All requests shall state the reason for the leave and the expected duration of the leave.

Approved leaves of absence that are qualifying leave under Policy 4430.01 will be designated as such and count towards the employee's leave entitlement. Approved leave shall state the conditions applicable to the employee's return to work. Nothing in this policy shall serve as a guarantee of any job protection for leave beyond otherwise protected leave.

Any support staff member granted a leave of absence by the District Administrator shall be considered to have stopped performance of all work with the District until the completion of the leave. Exceptions may be made by the District Administrator in cases where the best interest of the District might be served.

Leaves will be granted in accordance with Policy 4430 - Leaves of Absence.

EMPLOYEE LEAVES

The Board recognizes that there may be instances in which employees cannot report to work and recognizes that in certain circumstances it is appropriate to provide compensation or job protection during those absences.

Jury Duty Leave

Employees shall be provided leave for jury duty consistent with applicable law.

Military Leave

Staff members will be afforded protected leave from employment to perform their obligations to the United States Armed Forces, whether for reserve duty or a call to active duty, and potential deployment. Leave shall be provided in accordance with the law.

Volunteer Fire Fighter, Emergency Medical Technician, First Responder, or Ambulance Driver Leave

A staff member who is a volunteer fire fighter, emergency medical technician, first responder, or ambulance driver for a volunteer fire department or fire company, a public agency, or a nonprofit corporation may be late for or absent from work without pay if the lateness or absence is due to the staff member responding to an emergency that begins before the staff member is required to report to work and if the staff member complies with all of the following requirements:

1. By no later than thirty (30) days after becoming a member of a volunteer fire department or fire company or becoming affiliated with an ambulance service provider, the staff member submits to the District a written statement signed by the chief of the volunteer fire department or fire company or by the person in charge of the ambulance service provider notifying the District that the staff member is a volunteer fire fighter, emergency medical technician, first responder, or ambulance driver for a volunteer fire department or fire company, a public agency, or a nonprofit corporation;
2. When dispatched to an emergency, the staff member makes every effort to notify the District that the staff member may be late for or absent from work due to the staff member responding to the emergency or, if prior notification cannot be made due to the extreme circumstances of the emergency or the inability of the staff member to contact the District, submits to the District a written statement from the chief of the volunteer fire department or fire company or from the person in charge of the ambulance service provider explaining why prior notification could not be made; and
3. When late for or absent from work due to responding to an emergency, the staff member provides, at the request of the District, a written statement from the chief of the volunteer fire department or fire company or from the person in charge of the ambulance service provider certifying that the staff member was responding to an emergency at the time of the lateness or absence and indicating the date and time of the response to the emergency.
4. When the status of a staff member as a member of a volunteer fire department or fire company or as an affiliate of an ambulance service provider changes, including termination of that status, the staff member shall notify the District of that change in status.

Bone Marrow or Organ Donor Leave Policy

Employees who have worked for the District for more than fifty-two (52) consecutive weeks and worked at least one-thousand (1,000) hours during the preceding fifty-two (52) weeks are eligible for leave to be a bone marrow or organ donor. The employee may take up to six (6) weeks of leave in a twelve (12)-month period for the purpose of serving as a bone marrow or organ donor if the employee provides the District with written certification that: (1) the donee has a serious health condition that necessitates a bone marrow or organ transplant; (2) the employee is eligible and has agreed to be a bone marrow or organ donor for the donee; and (3) the amount of time expected to be necessary for the employee to recover from the donation procedure.

The employee must give notice of the need for leave in a reasonable and practicable manner and must schedule the donation procedure so that it does not unduly disrupt the District's operations, subject to the donee's health care provider's approval.

Leave under this policy is unpaid, but employees may substitute paid or unpaid time of any other type provided by the District. Employee benefits, including group health insurance coverage, will be maintained as they would be in the event of a leave under the Wisconsin Family and Medical Leave Act. Taking leave under this policy will not entitle an employee to a right, employment benefit, or position to which the employee would not have been entitled had he/she not taken the

leave, including accrual of seniority. Employees returning from a leave under this policy will be returned to their position, if vacant. If their position is no longer vacant, they will be returned to a position having equivalent compensation, benefits, working shift, hours of employment, and other terms and conditions of employment.

Leave for Voting

A staff member who is eligible to vote may take up to three (3) consecutive hours of unpaid leave to vote while the polls are open on Election Day. The staff member must submit a leave request to the District Administrator prior to Election Day. The District Administrator must approve the leave, but may identify a specific three (3) hour period during the staff member's work hours that the staff member is permitted to utilize for voting.

Leave for voting is provided on an unpaid basis. However, the District Administrator may approve the leave with pay or allow the employee to substitute paid leave for the unpaid Election Day leave. Staff members may not be penalized for using voting leave.

Election Day Official

The District Administrator shall approve a one (1) day unpaid leave of absence for any staff member who is appointed to serve as an election official, provided the staff member has given the District at least seven (7) days' notice of the leave. In accordance with state law, the District may request confirmation from the municipal clerk of the staff member's appointment as an election official.

Leave to serve as an election official is provided on an unpaid basis. If available, a staff member may substitute paid leave such as personal leave. Staff members may not be penalized for using leave to serve as an election official.

Leave to Testify

Any employee who is issued a subpoena to testify in a criminal court proceeding shall be provided the following:

1. If the proceeding relates to a criminal matter under Chapters 48 or 938 of the Wisconsin Statutes, the employee may not be discharged from employment for absences due to testifying, provided that the employee provides notice within one (1) business day of receiving the subpoena;
2. Any employee subpoenaed to testify in a matter that involves a crime committed against the employer or against the employee in the course of employment (including an act committed by a juvenile that would be a crime if committed by an adult), shall be provided paid time off to do so such that no loss of wages or benefits occurs as a result of compliance with the subpoena.

EMPLOYEE SICK LEAVE

1. Calendar year employees working one thousand seven hundred eighty-four (1784) hours or more shall be credited with one (1) day of paid sick leave per month of employment to a maximum of ten (10) days per contracted year.
2. Crediting of Sick Leave: Sick leave though credited at the beginning of each fiscal year is vested only upon completion of the work year. Any employee terminated or resigning will be credited only with those days earned at the time employment is severed.

3. Sick Leave Use:

- A. Sick leave shall be paid for any absence from work due to the personal illness, injury or serious health condition of the employee;
- B. Illness or injury of an employee's child under the age of eighteen (18) or age eighteen (18) or older if the child has a disability as set forth in Wisconsin Administrative Code section PI 11.02(2). (Examples of a disability include: cognitive disability, learning disability, autism, etc.)
- C. Serious health condition of a spouse, child, parent, or other individual residing in the employee's immediate household. The number of days underneath this provision is limited to eight (8) sick leave days per year. Year is defined as "insert definition" which shall be the same as the year defined for the purposes of the Wisconsin Family and Medical Leave Act.
- D. Medical or dental appointments for the employee and/or child that cannot be scheduled outside of the employee's regularly scheduled work hours.
- E. Definitions: the following definitions apply under this section:

Child: means a natural, adopted, foster or treatment foster child, a stepchild or a legal ward who is less than eighteen (18) years of age or the individual is eighteen (18) years of age or older and cannot care for himself or herself because of a serious health condition. For the purposes of section 9.02, A (3), all definitions in this paragraph apply except for age eighteen (18).

Parent: means a natural parent, foster parent, treatment foster parent, adoptive parent, stepparent or legal guardian of an employee or an employee's spouse or domestic partner.

Spouse: means an employee's legal husband or wife.

Serious Health Condition: means a disabling physical or mental illness, injury, impairment or condition involving any of the following: Inpatient care in a hospital, nursing home, or hospice. Outpatient care that requires continuing treatment or supervision by a health care provider.

- 1. Sick leave may be allowed in increments of one-half day.
- 2. Sick leave for employees will accumulate for full-time and part-time employees to a maximum of sixty (60) days. Employees hired before July 1, 2011 retain such days already earned and may have an accumulation above sixty (60), but no more than one hundred (100) days, until the sick days are consumed and/or their accumulation reaches sixty.
- 3. In the event an employee becomes eligible for benefits under the District's long-term disability insurance program, the employee will no longer receive paid sick leave.
- 4. If an employee were to leave the school system prior to the completion of his/her contract term or the school year for an individual teacher and had used all sick leave, a sum equal to the sick leave days not earned would be deducted from the remaining pay. Deductions will be based on one (1) day of paid sick leave earned per month of employment to a maximum of eight (8) days per contract year.

5. **Reporting Procedure - Doctor's Certificate:** If at all possible, each employee shall be required to inform the office prior to his/her normal daily starting time of his/ her need to be absent for one of the reasons stated above. Whenever the supervisor deems such verification appropriate, the employee may be required to furnish the District with a certificate of illness signed by either a licensed physician or a nurse practitioner. Such certificate should include a statement releasing the employee to return to work and a statement as to whether any limitations or restrictions are placed upon the work which may be performed. Nothing in this section shall be interpreted as limiting the District's ability to discipline or discharge employees for excessive absenteeism.

PERSONAL LEAVE

1. **Personal Days Provided:** Support Staff shall receive five (5) days of personal leave each employment year.
2. **Reasons for Personal Leave:** Personal leave may be used for compelling personal obligations which cannot reasonably be conducted outside of the employee's workday.
3. **Personal Leave Day Restrictions:** The personal leave day will not be granted during the first or last week of a semester, on a parent teacher conference day or on an in-service day. Personal leave during these periods may be approved for personal business that cannot be rescheduled for a different time at the discretion of the District Administrator or his/her designee. Personal leave shall not be used to engage in activities for which the employee will receive compensation from any source. Compensation shall not include payment or reimbursement of expenses. In addition, personal leave shall not be used to attend Union membership meetings or legislative rallies, to engage in job actions such as picketing or demonstrating, or to participate in activities designed to embarrass or discredit the District.
4. **Approval of Personal Leave and the Total Number of Employees on Personal Leave:**
 - A. A request in writing to the Administrator shall be made as far in advance as possible, normally not less than five (5) days. Emergencies may delay the submitting of the written statement until the employee returns to work.
 - B. The Administrator has the right to approve or disapprove all requests.
 - C. No more than three (3) employees per building may take personal leave on any given day when school is in session, unless the District Administrator or his/her designee grants approval to exceed the three (3) employee limit.
5. **Part-time Employees:** Part-time employees will receive personal leave on a pro-rated basis will receive personal leave on a pro-rated basis based upon the number of hours they are scheduled to work per week.
6. **Personal Leave Increments:** Personal leave may be allowed in increments of one-half day.

FAMILY AND MEDICAL LEAVE

In accordance with state and federal law, the Board will provide family and medical leave for support staff members. The provisions of both the federal and state family and medical leave provisions require specific eligibility and qualifying reasons to access this leave; to determine if you are eligible or qualify for family and medical leave refer to Policy 4430.01 – Family and Medical Leave of Absence (FMLA).

PAID VACATION

Notice: Each employee shall be notified of their total number of vacation days by August 30 of each year.

Calendar Year Full-Time Employees

Paid vacation will be provided to calendar year employees working a minimum of 1784 hours per year or more according to the following schedule. Employees working less than 1784 are not eligible for vacation.

| NUMBER OF YEARS WORKED | VACATION DAYS EARNED |
|-------------------------------------|-----------------------------|
| After one (1) year of service | 5 days |
| After two (2) years of service | 10 days |
| After six (6) years of service | 15 days |
| After sixteen (16) years of service | 20 days |

Vacation days shall be earned for each month of service. Vacation though credited at the beginning of each fiscal year is vested only upon completion of the work year. If an employee is terminated or resigns prior to the completion of the school year, he/she will be credited only with those days earned at the time employment is severed and a sum equal to the vacation days used but not earned would be deducted from the remaining pay. Deductions will be based on paid vacation leave earned per month of employment. For example, if an employee was eligible for 10 days of vacation and left after six months of employment during the school year, the employee would have earned 6/12th of the vacation allotment, or 5 days of vacation. If the employee used more than 5 days of vacation prior to the end of the school year, he/she will have a pay deduction on his/her final paycheck the equivalent of the number of days used above 5 days.

Scheduling of Vacation

Vacation time may be taken in full blocks, in shorter blocks, or as arranged with the immediate supervisor. Requests for vacation time shall normally be made and approved at least five (5) working days prior to taking such leave, however, vacation time requested with less than five (5) working days' notice may be approved by the District Administrator and/or his/her designee. No employee may be denied the ability to take all of his or her accrued vacation during a twelve (12) month period, but the District Administrator and/or his/her designee shall have the right to schedule vacations on a first-come, first-served basis, as necessary to accomplish work objectives. All vacations shall be taken during the school vacation months except by special arrangement with the immediate supervisor or his/her designee.

Vacation Accumulation

Vacation days not used by the end of the school year (June 30), shall be forfeited if not used by August 31.

Payment upon Termination/Transfer to a Position Not Eligible for Vacation

Any employee who terminates his or her employment for any reason or any employee who transfers to a position that is not eligible for vacation is not able to use remaining vacation.

Holidays Defined

A paid holiday is a day off with pay for the number of hours the employee normally works. Paid holidays will be provided to full-time and part-time employees according to the following schedule:

Calendar year employees working a minimum of 1784 hours

| | |
|------------------------|----------------------------|
| January 1 | Thanksgiving Day |
| Memorial Day (Federal) | Day after Thanksgiving Day |
| Good Friday | December 24 |
| July 4 | December 25 |
| Labor Day | December 31 |

School year employees

| | |
|-------------|------------------|
| December 25 | Thanksgiving Day |
|-------------|------------------|

Holidays Falling on Weekends

If any of the holidays listed above, fall on a Saturday, the preceding workday shall be observed as the holiday. If any of the above-named holidays falls on a Sunday, the following workday shall be observed as the holiday. If January 1 falls on a Sunday and school is scheduled to begin on the following Monday, the preceding Thursday shall be observed as the December 31 holiday and the preceding Friday shall be observed as the January 1 Holiday. If December 24 and December 31 fall on a Sunday, the preceding Friday shall be declared the holiday unless the preceding Friday is a student contact day.

Eligibility for Holiday

In order to be eligible for holiday pay, an employee must work the employee's scheduled workdays immediately preceding and following the holiday, unless the employee is on an excused absence with pay which has been approved by the District Administrator and/or his/her designee. Employees on unpaid leave of absence shall not be eligible for holiday pay if the holiday falls during the absence period.

HEALTH INSURANCE BENEFITS

Health insurance will be provided to support staff members in accordance with the District's Health Insurance Plan.

Cafeteria Plan / Flexible Spending Account

The District will provide an Internal Revenue Service authorized cafeteria plan/flexible spending account [FSA] under applicable sections of the Internal Revenue Code (§ 105, § 106, § 125 and § 129) to permit eligible employees to reduce their salary and contribute to an FSA to cover the following expenses:

1. Payment of insurance premium amounts (IRC § 106);
2. Permitted medical expenses not covered by the insurance plan (IRC § 105), and
3. Dependent care costs (IRC § 129) subject to the limitations set forth in the Internal Revenue Service Code.

Effective January 1, 2020: An employee may designate, under the flexible reimbursement plan/cafeteria plan, a maximum of two thousand seven hundred and fifty dollars (\$2,750) of eligible

health and dental care expenses not covered by the insurance plan (IRS Code § 105, § 125) per plan year.

Payments and the designation of amounts to be contributed to the employee's account will be subject to the procedures, rules and regulations of the plan's administrating agency. The provision of this plan shall be contingent upon the continuance of this benefit under the applicable Internal Revenue Code Sections (§ 105, § 106, § 125 and § 129).

Dental Insurance

The Board shall provide dental insurance to calendar year employees. The insurance carrier(s), program(s), and coverages will be selected and determined by the Board

1. Eligibility:

A. Minimum Hours for Any Board Contribution: An employee whose individual contract has an assignment of at least seventy-five percent of full-time equivalency [75%] is eligible to participate in the District's dental insurance. Employees whose assignments are less than seventy-five percent of a full-time equivalency [75%] are not eligible to participate in the District's insurance and are not eligible for any District premium contribution.

B. Pro-ration of District Contributions: An employee whose individual contract has an assignment of at least seventy-five percent [75%] of a full-time equivalency, but less than a full-time one hundred percent [100%] assignment, shall have the District's contribution prorated, consistent with the employee's percentage of employment.

C. Both Spouses Employed by the District: If both spouses are employed by the District and are eligible for insurance, the employees shall be eligible for two single plans or one family plan. The premium contributions for spouses shall be no different than the premium contribution for a similarly-situated employee whose spouse does not work for the District. As such, the following options exist for such spouses: a. Coverage under one family plan; or b. Two single plans.

2. Commencement and Termination of Benefits: Coverage will commence on the employee's first day of employment and continue for a full twelve (12) month period. The insurance benefits described in this Handbook and on the individual contract terminate according to the following schedule:

A. If an employee resigns or is terminated during the term of his/her individual contract, District coverage shall cease at the end of the month the resignation or termination becomes effective.

B. If an employee resigns or is terminated who has completed the school year, his/her insurance benefits shall terminate as of August 31.

3. Premium Contributions:

A. Single Coverage: For full-time employees who are eligible for and select single coverage, the District shall pay no more than one-hundred percent (100%) of the single premium of the lowest cost dental insurance plan. Employees shall be responsible for the remaining portion of the premium, if any.

B. Family Coverage: For full-time employees who are eligible for and select family coverage, the District shall pay no more than one-hundred percent (100%) of the family premium of the lowest cost dental insurance plan. Employees shall be responsible for the remaining portion of the premium, if any.

Health Insurance

The Board shall provide health insurance to eligible employees. The insurance carrier(s), program(s), and coverages will be selected and determined by the Board.

1. Eligibility:

- A. Minimum Hours for Any Board Contribution: An employee whose individual contract is an assignment of at least seventy-five percent (75%) of full-time equivalency is eligible to participate in the District's health insurance. Employees whose assignments are for less than seventy-five percent (75%) of a full-time equivalency are not eligible to participate in the District's insurance and are not eligible for any District premium contribution.
- B. Pro-ration of District Contributions: An employee whose individual contract has an assignment of at least seventy-five percent (75%) of a full-time equivalency, but less than a full one hundred percent (100%) assignment, shall have the District's contribution prorated, consistent with the employee's percentage of employment.
- C. Both Spouses Employed by the District: If both spouses are employed by the District and are eligible for insurance, the employees shall be eligible for two single plans or one family plan. The premium contributions for spouses shall be no different than the premium contribution for a similarly-situated employee whose spouse does not work for the District. As such, the following options exist for such spouses:
 - 1. Coverage under one family plan; or
 - 2. One cash-in-lieu benefit instead of a family plan [subject to the eligibility of the insurance carrier] and one family; or
 - 3. Two single plans; or
 - 4. One single plan and one cash-in-lieu benefit.

2. Commencement and Termination of Benefits: Coverage will commence on the employee's first day of employment and continue for a full twelve (12) month period. The insurance benefits described in this Handbook and in the individual contract terminate according to the following schedule:

- A. If an employee resigns or is terminated during the term of his/her individual contract, District coverage shall cease at the end of the month the resignation or termination becomes effective.
- B. If an employee resigns or is terminated who has completed the school year, his/her insurance benefits shall terminate as of August 31.

3. Premium Contributions:

- A. Single Coverage: For full-time employees who are eligible for and select single coverage, the District shall pay no more than eighty-eight percent (88%) of the single premium of the lowest cost health insurance plan unless the employee does not complete the Rally Online Health Survey and the Biometric Screening. If the employee does not complete both the Rally Online Health Survey and the Biometric Screening, he/she shall contribute an additional fifty dollars (\$50.00) per month toward the cost of the single health insurance plan. Employees shall be responsible for the remaining portion of the premium.

- B. Family Coverage: For full-time employees who are eligible for and select family coverage, the District shall pay no more than eighty-eight percent (88%) of the family premium of the lowest cost health insurance plan unless the employee does not complete the Rally Online Health Survey and the Biometric Screening. If the employee does not complete both the Rally Online Health Survey and the Biometric Screening, he/she shall contribute an additional one hundred dollars (\$100.00) per month toward the cost of the health insurance plan. Employees shall be responsible for the remaining portion of the premium.
4. Compliance Authority: The District may, in its sole discretion, make changes to health insurance, including, but not limited to, health benefits, eligibility standards, coverages, and contribution levels in order to comply with the Patient Protection and Affordable Care Act (ACA) and applicable federal and state agency rules and regulations regarding the implementation of the ACA. Such actions may also be implemented in order for the District to comply with regulatory provisions of the Internal Revenue Service (IRS) (e.g. nondiscrimination in benefits provisions [IRC 105(h), IRC 125]) and to minimize tax liability or the District and/or the benefit recipient underneath such regulatory provisions.

Changes to health benefits, eligibility standards, coverages and contribution levels include, but are not limited to, changes in the sections addressing health insurance in the Employee Handbook.

Health Risk Assessment and Health Survey Assessment

Note: The U.S. District Court for the District of Columbia [vacated the Equal Employment Opportunity Commissioner's \(EEOC's\) regulations](#) governing voluntary wellness plans. This ruling went into effect on January 1, 2019. On December 20, 2018 the EEOC vacated the incentive provisions of its final wellness program regulations under the Americans with Disabilities Act (ADA) and the Genetic Information Nondiscrimination Act (GINA), effective January 1, 2019. Due to these events there does not exist any present regulations that define what forms of incentives may be provided as part of a health risk assessment or health survey assessment underneath the Americans with Disabilities Act (ADA) and the Genetic Information Nondiscrimination Act (GINA).

All employees and spouses enrolled in the District's insurance are covered by this provision.

- A. The health risk assessment consists of a screening process that includes blood pressure checks, height and weight to determine BMI, cholesterol tests and blood glucose tests, the results include glucose, triglycerides, HDL and LDL levels and the employee's ratio. In addition, the employee receives a computerized personal wellness profile to provide a comprehensive health assessment. The District may modify the requirements at any time. The Rally Online Health Survey may be found at myuhc.com and search Rally.
- B. The District will pay the full cost of the health risk assessment. The Rally Online Health Survey and the Biometric Screening must be completed every year and is the responsibility of the employee if he/she desires to have the reduced health insurance premium contribution as set forth below. The District will pay the full cost of the District approved Biometric Screening. The Biometric Screening will be administered on the same schedule as the Rally Online Health Survey.
- C. The eligible employee and spouse will have to select whether to participate in the Rally Online Health Survey and the Biometric Screening on or before June 1. Employees and spouses with pre-existing medical conditions may be exempt from portions of the health risk assessment based upon certification from the employee's physician that the employee or spouses cannot complete that portion of the health risk assessment due to the

employee's pre-existing medical condition. The employee or spouse is still requested to voluntarily complete the other portions of the Rally Online Survey and the Biometric Screening. The District reserves the right to designate another physician to verify or refute the employee's physician's certification. If the two physicians' certifications are in conflict, a third mutually agreed to physician will issue a physician's certification. The third physician's certification will be binding on the parties. The District will pay all costs associated with the second and third physician's certification.

If the Rally Online Health Survey and the Biometric Screening are not completed by June 1, the employee and/or spouse will be responsible for the health insurance contribution at the higher rates effective July 1 if the employee is enrolled in the District's health insurance.

- D. The District will be responsible for contacting a health provider and arranging the Rally Online Health Survey and the Biometric Screening for the employees. The District will offer the assessment on-site at times and dates convenient for the employees. An employee may schedule an appointment for the Biometric Screening off-site directly with the health provider chosen by the District.
- E. The only information that the District will receive from the health provider is whether the employee and spouse did or did not take the Rally Online Health Survey and the Biometric Screening.
- F. All employees enrolled in the District's health insurance must complete a minimum of one Nurse Liaison session per school year. Sessions may be in person, virtual, or by phone. Spouses enrolled in the District's health insurance are encouraged (but not required) to complete a minimum of one Nurse Liaison session.

Liability Insurance

Employees shall be covered for liability in accordance with the terms of the District's liability insurance policy. Employees may inspect the District's liability insurance policy upon request.

Life Insurance

The Board shall provide life insurance to eligible employees. The insurance carrier(s), program(s), and coverages will be selected and determined by the Board.

1. Eligibility:

- A. Minimum Hours for Any Board Contribution: An employee whose individual contract has an assignment of at least seventy-five percent (75%) of full-time equivalency is eligible to participate in the District's life insurance. Employees whose assignments are less than seventy-five percent (75%) of a full-time equivalency are not eligible to participate in the District's insurance and are not eligible for any District premium contribution.
 - B. Pro-ration of District Contributions: An employee whose individual contract has an assignment of at least seventy-five percent (75%) of a full-time equivalency, but less than a full-time one-hundred percent (100%) assignment, shall have the District's contribution prorated, consistent with the employee's percentage of employment.
- #### **2. Commencement and Termination of Benefits:** Coverage will commence on the employee's first day of employment and continue for a full twelve (12) month period. The life insurance benefits described in this Handbook and on the individual contract terminate according to the following schedule:
- A. If an employee resigns or is terminated during the term of his/her individual contract, District coverage shall cease at the end of the month the resignation or termination becomes effective.

- B. If an employee resigns or is terminated who has completed the school year, his/her life insurance benefits shall terminate August 31.
- 3. Premium Contributions: The District shall pay one-hundred percent (100%) for term life insurance equal to the next highest one thousand dollars (\$1,000) of each eligible employee's salary. The employee shall pay the remaining portion of the premium.

Long-Term Disability

The Board shall provide long-term disability insurance to eligible employees. The insurance carrier(s), program(s), and coverages will be selected and determined by the Board.

- 1. Eligibility:
 - A. Minimum Hours for Any Board Contribution: An employee whose individual contract has an assignment of at least seventy-five percent (75%) of full-time equivalency is eligible to participate in the District's long-term disability insurance. Employees whose assignments are less than seventy-five percent (75%) of a full-time equivalency are not eligible to participate in the District's insurance and are not eligible for any District premium contribution.
 - B. Pro-ration of District Contributions: An employee whose individual contract has an assignment of at least seventy-five percent (75%) of a full-time equivalency, but less than a full-time one-hundred percent (100%) assignment, shall have the District's contribution prorated, consistent with the employee's percentage of employment.
- 2. Commencement and Termination of Benefits: Coverage will commence on the employee's first day of employment and continue for a full twelve (12) month period. The long-term disability insurance benefits described in this Handbook and on the individual contract terminate according to the following schedule:
 - A. If an employee resigns or is terminated during the term of his/her individual contract, District coverage shall cease at the end of the month the resignation or termination becomes effective.
 - B. If an employee resigns or is terminated who has completed the school year, his/her long-term disability insurance benefits shall terminate June 30.
- 3. Premium Contributions: The District shall pay one-hundred percent (100%) for long-term disability insurance. The employee shall pay the remaining portion of the premium. The benefits will be equal to ninety percent (90%) of the employee's monthly wages. Coverage shall begin after the sixtieth (60th) consecutive calendar day of disability and continue until the employee is eligible to work or to age 65, however, it is based on the age of disablement. Refer to the LTD Policy Certificate.

Alternate-Benefit Plan [ABP] in Lieu of Health Insurance

Implementation of the Alternative Benefit Plan for Eligible Employees: Eligibility for and payment toward coverage for individual employment groups are set forth in the applicable part of the *Handbook* covering such employees.

In order to access the ABP benefit, the employee must also provide reasonable evidence of (1) the employee declining to enroll in the employer-sponsored coverage and (2) the employee providing reasonable evidence that the employee and all other individuals for whom the employee reasonably expects to claim a personal exemption deduction for the taxable year or years that begin or end in or with the employer's plan year to which the opt-out arrangement applies (employee's expected tax family) have or will have minimum essential coverage (other than coverage in the individual market, whether or not obtained through the Marketplace) during the

period of coverage to which the opt-out arrangement applies.

1. The Board may, at its discretion, discontinue the cash compensation in lieu of health insurance benefit by providing the participating employees with written notice of not less than sixty (60) days and an “open enrollment” opportunity to enroll in the group health insurance plan.
2. Any employee who qualifies for participation in the District group health insurance plan may waive such participation and elect to receive cash compensation in lieu of the health insurance benefit. Where the District employs both spouses, one spouse will be eligible for participation in the ABP.
3. Employees eligible for insurance may annually choose, consistent with the terms of the cafeteria plan between:
 - A. Participation in the District’s health plan, with the premium payment specified in the applicable part of the *Handbook* covering such employees, or
 - B. A cash payment equal to the amount listed in the applicable part of the *Handbook* covering such employees.
4. Cash Compensation: The cash contribution dollar amount shall be equal to:

| School Year | ABP Annual Amount |
|-------------|-------------------|
| 2022-2023 | \$6,500.00 |

+

The amount of each additional cash contribution dollar amount shall be calculated by dividing the dollar amount stated above by the number of employee paychecks per year. Part-time employees who are employed at least thirty hours per week on average during the employer established measurement period who select the cash compensation shall receive a pro-rated amount of the District’s contribution based upon the part-time employee’s percentage of full-time employment.

5. The cash compensation amount shall be paid to the employee as additional taxable earnings with the appropriate employee FICA, state and federal taxes deducted from the teacher’s payroll check.
6. Where the employee chooses cash, the District shall facilitate the deferral of cash to a tax-sheltered annuity (TSA) plan.
 - A. An employee electing taxable cash in lieu of health insurance is deemed to request the District to pay the cash unless the employee requests in writing to have the cash paid to the TSA vendor. The employee shall be permitted to change the TSA amount or vendor up to two times per calendar year provided he/she provides the District with at least thirty (30) calendar days’ notice.
 - B. The District shall pay the cash to the TSA vendor on or about the normal payroll dates cash would have been paid. Amounts received as additional compensation, and deferred to a TSA vendor, shall be subject to all applicable payroll taxes, including FICA and Medicare.

Any employee whose TSA salary reduction amount exceeds the limitations of law is ineligible for additional deferrals to the TSA. The amount, which would have been contributed to the TSA except for the limitations of law, will be added to the employee’s paycheck as taxable compensation subject to all applicable payroll taxes, including FICA and Medicare.

7. Beginning Eligibility Date for Alternative Benefit Plan Payments:
 - A. New Employees: Payments shall be based on the employee's eligibility date. For new employees, this constitutes the employee's first day of active service. Employees not electing health coverage must enroll in the cafeteria plan prior to the employee's first day of active service. Thereafter, an annual election must be made during the benefits open enrollment period. However, the District will use the same rule for contributions as for health insurance payments; if the employee's first date of active service is after the 15th of the month, no ABP contributions is required in that month. If the employee's first date of active service is on the 1st through the 15th of the month, the District will contribute the payment.
 - B. Current Employees: Current employees changing to the ABP when permitted by applicable Internal Revenue Code section 125 "cafeteria plan" rules are only eligible to waive coverage for the health insurance and begin the ABP on the first payroll of any month. Absent a mid-year (January through December) cafeteria section 125 exception [such as an employee getting married, loss of spouse coverage, etc.], employees must make a written annual cafeteria plan election prior to each January 1 to permit the election of the cash option in the next cafeteria plan year. Once the employee is eligible to begin ABP status, contributions will begin in that month.

COBRA Law Continuation of District Health Plan Participation

The District, pursuant to the Federal Consolidated Omnibus Budget Reconciliation Act (COBRA) and state law, offers employees the opportunity to remain on the District's health, dental and vision insurance plan at the group rate in certain instances where coverage under the plan would otherwise end.

1. **Qualifying Events:** An employee, employee's spouse and an employee's dependent children (if any) covered by and participating in the District's health insurance plan (medical, dental, and vision), may qualify for continuation coverage if District-sponsored coverage is lost due to the occurrence of any of the following qualifying events:
 - A. Voluntary or involuntary termination of employment for any reason other than "gross misconduct" (e.g., resignation or retirement);
 - B. Death of the covered employee;
 - C. Divorce or legal separation from the covered employee;
 - D. Loss of "dependent child" status;
 - E. Eligibility for Medicare entitlement;
 - F. Reduction in work hours such that the employee no longer qualifies for coverage under the plan.
2. **Period of COBRA Continuation:** In the event of one of the above qualifying events, COBRA coverage is available for up to eighteen (18) months, but may be extended to a total of twenty-nine (29) months in certain cases of disability (*see* Disability Extension below) or up to thirty-six (36) months if a qualifying spouse or dependent suffers a second qualifying event. The employee, employee's spouse and each covered dependent has an individual right to request COBRA coverage. Additionally, any child born to or placed for adoption with a covered employee during a period of continuation coverage is automatically considered a qualified beneficiary.
3. **COBRA Extension [Second qualifying events]:** A spouse or dependent child may be eligible for COBRA extension coverage for a period of up to thirty-six (36) months if coverage is lost due to one of the following second qualifying events:

- A. The employee's death;
- B. Divorce or legal separation;
- C. The covered employee becomes eligible for Medicare;
- D. A child loses his or her "dependent child" status.

***Note:** The second event can be a second **qualifying** event only if it would have caused the qualified beneficiary to lose coverage under the plan in the absence of the first qualifying event.

- 4. **Premium Cost & Payment:** The cost for this extended continuation coverage shall not exceed the group rate in effect for an active group member, including the District's contribution (i.e., the total amount the employee and District have been paying for health insurance coverage). If the cost for COBRA coverage changes during an employee's participation, the employee will be notified of the new premium in writing prior to its due date.
- 5. **Termination of Coverage:** Employee continuation coverage may be terminated automatically if:
 - A. The employee fails to make a monthly premium payment to the District on time;
 - B. The employee obtains similar coverage through a different employer;
 - C. The employee becomes eligible for Medicare and converts to an individual policy;
 - D. The District terminates its health plan;
 - E. The employee's guaranteed continuation period expires.

The employee or a qualified beneficiary has the responsibility to inform the District of a divorce, legal separation, or a child losing dependent status under the group health plan within sixty (60) days of the qualifying event. The District will then notify any other covered dependents that are affected by the event of their right to elect COBRA coverage.

COBRA participants must also notify the District if they experience additional COBRA qualifying events during their COBRA term that might qualify them for additional months of extended coverage.

- F. **Disability Extension:** If an employee elects COBRA continuation coverage based on termination of employment or reduction of hours, and the employee or a qualified beneficiary from his or her family becomes disabled (as determined by Social Security) anytime within the first sixty (60) days of COBRA continuation coverage, the employee and his or her family's qualified beneficiaries may elect a special additional eleven (11)-month extension, for a total of twenty-nine (29) months of COBRA continuation coverage. To elect the eleven (11)-month extension, the employee must notify the Plan Administrator within sixty (60) days of the date Social Security determines that the employee or a qualified beneficiary from his or her family is disabled and within the first eighteen (18) months of COBRA continuation coverage. (The cost of COBRA coverage will increase from 100% to 150% of total premium during this additional eleven (11)-month extension period.)

PRIVACY PROTECTIONS OF FULLY INSURED GROUP HEALTH PLANS

Eligible support staff members who are provided coverage under fully insured group health plans are assured the privacy protections required by federal and state law.

Policy 4419.02 - Privacy Protections of Fully Insured Group Health Plans.

V. WORKING CONDITIONS AND HOURS OF WORK

DRESS CODE

The Board has exercised its authority to specify dress and grooming guidelines for staff.

When on duty, support staff members are expected to dress in a manner that is consistent with the expectations described in Policy 4216-Staff Dress and Grooming.

WORK SCHEDULES/DAILY TIME SHEETS

Support staff members are expected to adhere strictly to their established work schedules, unless their immediate supervisor approves a deviation from it. Support staff members are also required to complete their time sheets daily and submit them to their immediate supervisor for payroll purposes in accordance with the established schedule.

BREAK AND MEAL PERIODS

Breaks will be provided in accordance with federal and state law.

All support staff members are expected to adhere strictly to the length of time designated for breaks and meal periods.

OVERTIME

The Board shall comply with provisions of federal and state law and their respective implementing regulations relating to minimum wages and overtime.

For further information regarding overtime eligibility and approval of overtime work refer to Policy 6700 - Fair Labor Standards.

ATTENDANCE AND REPORTING ABSENCES

Staff members are expected to report for duty daily; however, when a staff member must be absent, the following procedure shall be followed. Staff member must notify the office in a timely fashion before his/her shift begins.

PERSONAL COMMUNICATION DEVICES

Use of personal communication devices ("PCD") (as defined in Bylaw 0100) has become pervasive in the workplace. Whether the PCD is Board-owned and assigned to a specific employee or school official or personally-owned by the employee or school official (regardless of whether the Board pays the employee or school official an allowance for his/her use of the device, the Board reimburses the employee or school official on a per use basis for their business-related use of his/her PCD, or the employee or school official receives no remuneration for his/her use of a personally-owned PCD, the employee or school official is responsible for using the device in a safe and appropriate manner and in accordance with District policy and its accompanying guideline, as well as other pertinent Board policies and guidelines.

Support staff are subject to all applicable policies and guidelines pertaining to protection of the security, integrity, and availability of the data stored on a PCD regardless of whether they are Board-owned and assigned to a specific employee or personally-owned by the employee.

Communications, including text messages, instant messages, and e-mails sent and/or received by a support staff member on his/her PCD, that are public records or student records are subject to retention and disclosure, upon request, in accordance with Policy 8310 - Public Records. Cellular/Wireless communications that are student records should be maintained pursuant to Policy 8330 - Student Records.

Policy 7530.02 – Staff Use of Personal Communication Devices

USE OF PERSONAL PROPERTY AT SCHOOL

Employees may wish to bring personal property to school either for reasons associated with their support responsibilities or for use during off-duty time. This practice is authorized provided it is understood that the District will not be responsible for any loss, damage, or misuse of such property.

Policy 4281 – Personal Property of Staff Members

EMERGENCY CLOSINGS

The District Administrator may close the schools, delay the opening of school, or dismiss school early when such alteration in the regular session is required for the protection of the health and safety of students and staff members.

1. The head custodian is expected to report to work when school is closed due to inclement weather or situations beyond the control of the District, if at all possible.
2. All other employees shall not report to work on days when the school to which they are assigned is closed due to inclement weather or situations beyond the control of the District. Any employee scheduled to work on a day when school is closed for inclement weather or emergency shall be paid for that day. If employees are required to make days up in the event that the District schedules make-up days, they will not be paid additional compensation for the make-up day/s.
3. If employees report to work and a decision to close schools is made after that time, those employees will be paid for their scheduled hours on such day.

TRAVEL EXPENSES

The Board of Education will provide for the payment of the actual and necessary expenses, including travel expenses, of any support staff member that is incurred in the course of performing services for the District, whether within or outside the District, under the direction of the Board and in accordance with the guidelines established by the District Administrator.

Policy 4440 – Job-Related Expenses

USE OF ESSENTIAL OILS

All staff wishing to use essential oils in the school must seek prior approval from administrators.

VI. SAFETY AND HEALTH

USE OF TOBACCO

The Board is committed to providing students, staff, and visitors with a tobacco and smoke-free environment. The negative health effects of tobacco use for both users and non-users, particularly in connection with second hand smoke, are well-established. Further, providing a non-smoking and tobacco-free environment is consistent with the responsibilities of teachers and staff to be positive role models for our students. The Board also recognizes, however, the right of individuals under state law to use lawful products, including tobacco, during non-working hours off District premises.

For purposes of this policy, "use of tobacco" means to chew or maintain any substance containing tobacco, including smokeless tobacco, in the mouth to derive the effects of tobacco, as well as all uses of tobacco, including cigars, cigarettes, pipe tobacco, chewing tobacco, snuff, any other matter or substances that contain tobacco, in addition to papers used to roll cigarettes and/or the smoking of electronic, "vapor," or other substitute forms of cigarettes, clove cigarettes and any other lighted smoking devices for burning tobacco or any other substance. Accordingly, the Board prohibits the use of tobacco in any form on District premises, in District vehicles, within any indoor facility owned or leased or contracted for by the District, and used to provide education or library services to children and at all District-sponsored events.

Policy 4215 – Use of Tobacco by Support Staff

TRAINING

Support staff members for whom training in the following areas is deemed necessary and appropriate, shall be trained in:

1. the use of automated external defibrillators (Policy 8452 – Automated External Defibrillators),
2. the control of blood borne pathogens (Policy 8453.01 - Control of Bloodborne Pathogens).
3. the control of casual-contact communicable diseases (Policy 8450 –Control of Casual Contact Communicable Diseases), and
4. understanding the method of transmission and prevention of diseases that are direct contact communicable diseases (Policy 8453 – Direct Contact Communicable Diseases).

REPORTING WORK-RELATED INJURY

Any accident that results in an injury, however slight, to an employee of the Board, must be reported promptly and in writing to the District Office in compliance with Policy 8442 – Reporting Accidents. The injured employee shall complete a form that includes the date, time and place of the incident; the names of persons involved; the nature of the injury to the extent that it is known; and a description of all relevant circumstances.

VII. EMPLOYEE COMMUNICATION & TECHNOLOGY

ACCEPTABLE USE OF DISTRICT TECHNOLOGY

Staff use of the District's Network will be governed by Policy 7540.04 – Staff Technology Acceptable Use and Safety and the related administrative guidelines.

The due process rights of all users will be respected in the event there is a suspicion of inappropriate use of the Network. Users have a limited privacy expectation in the content of their personal files and records of their online activity while on the Network.

E-MAIL

The Board is committed to the effective use of electronic mail ("e-mail") by all District staff and Board members in the conduct of their official duties. When available, the District's e-mail system must be used by employees for any official District e-mail communications.

Employees are required to keep their inbox and folders organized by regularly reviewing e-mail messages, appropriately saving e-mails that constitute a public record or student record and e-mails that are subject to a litigation hold, and purging all other e-mails that have been read.

The District complies with all federal and state laws pertaining to electronic mail. Accordingly, e-mails written by or sent to District employees may be public records, or education records if their content includes personally identifiable information about a student. E-mails that are public records are subject to retention and disclosure, upon request, in accordance with Policy 8310 – Public Records.

The District retains the right to monitor or access any District e-mail accounts at any time. Users should not expect that their communications sent or received through the District e-mail system will remain confidential and personal.

Employees should be aware of the framework for the proper use of e-mail established in Policy 7540.06 – District Issued Staff E-mail Account and any related established guidelines.

SOCIAL MEDIA

The District recognizes that employees may use social media for personal, as well as professional reasons. The District neither encourages nor discourages employees' use of social media for personal purposes. The District regulates employees' use of social media for purposes related to their District assignment to the same extent as it regulates any other form of employee communication in that regard.

Employees are permitted to use District technology resources (as defined in Bylaw 0100) to access social media for personal use during breaks, mealtimes, and before and after scheduled work hours.

They are reminded that the District may monitor their use of District technology resources.

Employees' Use of Personal Communication Devices at Work to Access Social Media for Personal Use

Employees are permitted to use personal communication devices to access social media for personal use during breaks and mealtimes.

Staff members shall not engage students in social media and online networking media, except for appropriate academic, extra-curricular and/or support uses only.

Staff members are expressly prohibited from posting any picture, video, meme, or other visual depiction, or comment pertaining to any student on personal or unauthorized social networking media or similar forums.

Policy 4213 – Staff Supervision and Welfare

Policy 7544 – Social Media

VIII. EMPLOYEE CONDUCT AND DISCIPLINARY ACTION

STAFF DISCIPLINE

The Board retains the right and the responsibility to manage the work force. When the discipline of a staff member becomes necessary such action shall be consistent with the requirements of any applicable Board policy, and state and federal law. The District Administrator may issue discipline including termination unless Board action is required by law when he/she deems appropriate.

Investigation of Possible Criminal Activity

The District may be required to investigate potential wrongdoings on the part of its employees. Such investigations may require that the employee answer questions relating to the activity. Employees may be required to answer such questions. Failure to cooperate in an investigation may result in discipline, up to and including termination of the employee. In cases where this possible wrongdoing may involve criminal activity, the District shall inform the employee that answers to questions relating to the employee's conduct may be used by the District for determining appropriate discipline, but will not be provided to law enforcement officials in the course of their independent criminal investigation, unless otherwise required by law. Employees must also be informed that refusal to answer questions may be considered in determining discipline.

Staff may be disciplined for violations of Board policy or for other failure to meet the expectations and obligations of their position. No staff member may be subject to arbitrary or capricious disciplinary action.

The District Administrator may issue discipline to staff members when he/she deems appropriate. The level of discipline may range from oral reprimands to suspension or termination. The level of discipline shall be consistent with the seriousness of the offense as determined by the District Administrator.

All instances of staff discipline are subject to the employee grievance procedure, set forth in Policy 4340.

TERMINATION AND RESIGNATION

TERMINATION

Employment may be terminated by the District Administrator.

Support staff employees subject to termination shall be given an opportunity to resign.

RESIGNATION

A support staff member may resign by filing a written resignation with the District Administrator.

A resignation, once accepted, may not then be rescinded.

The District Administrator may act for the Board in the acceptance of a resignation.

Policy 4140 Termination & Resignation

GRIEVANCE PROCEDURE

It is the policy of the District to treat all employees equitably and fairly in matters affecting their employment. Each employee of the District shall be provided an opportunity to understand and resolve certain matters affecting employment that the employee believes to be unjust. This section shall apply to all regular full-time, part-time, limited, temporary, and seasonal employees.

This procedure is available in the case of any employee's disagreement with discipline or termination of employment, as well as any matter relating to workplace safety.

A grievance shall mean a dispute concerning an employee's discipline or termination of employment, or a dispute concerning workplace conditions that affect workplace safety. Only one subject matter shall be covered in any one grievance. A written grievance shall contain:

1. the name and position of the grievant;
2. a clear and concise statement of the grievant;
3. the issue involved;
4. the relief sought;
5. the date the incident or violation took place
6. the specific section of the Policy Manual alleged to have been violated;
7. the signature of the grievant and the date.

All employee grievances must be filed by the aggrieved employee(s). The grievance must be filed within five (5) working days after the employee knew or should have known of the cause of such grievance. The following procedures shall be followed:

1. District Administrator:

This grievance shall fully state the details of the problem and suggest a remedy. The District Administrator shall, within five (5) working days of receipt of the grievance, meet and discuss the grievance with the employee and then reply in writing within ten (10) working days. This step does not apply to any grievance related to action by the Board that directly affects the grievant.

2. Hearing Before an Impartial Hearing Officer:

In the event the matter is not resolved to the employee's satisfaction by the District Administrator, the employee may, within five (5) working days of the date of the written decision

of the District Administrator, request in writing that the matter be referred for a hearing before an impartial hearing officer. If the District Administrator denies the grievance based on whether the grievance is timely or relates to a covered matter (i.e. workplace safety, discipline or termination), the matter shall be referred to the Board for determination of whether the grievance may proceed. If the Board determined that the grievance may proceed, it will then be referred to the Impartial Hearing Officer. The Board shall appoint a hearing officer for the purpose of conducting the hearing. The Board may appoint a hearing officer or panel of potential hearing officers from which to select an officer for this purpose either on an ad hoc basis or by resolution adopted for a school year and delegate to the District Administrator the responsibility to arrange for such hearing with one of the selected officers.

Each grievance shall be heard by a single hearing officer and such hearings shall be private. The employee and the District may present witnesses, and each side may select one individual to attend the hearing as a representative. Any employee representative selected shall be at no expense to the District.

The Hearing Officer may only consider the matter presented to him/her in the initial grievance filed by the employee. The decision will apply exclusively to the employee presenting the grievance. The Impartial Hearing Officer shall have authority to run the hearing, including administering oaths, admitting evidence into the record, providing for transcription, etc. The Officer may not modify any Board policy and may not issue decisions on matters not presented to the District Administrator in the initial grievance. Any fees or costs charged by the impartial hearing officer shall be split evenly between the grievant and the District.

3. Board:

In the event that either party is dissatisfied with the hearing officer's decision, that party may within ten (10) working days, present the grievance in writing to the Board, who shall consider the matter within thirty (30) working days after its receipt, unless postponed by mutual agreement. The Board shall review the decision of the impartial hearing officer and may either issue a decision or determine that additional evidence or testimony is necessary and provide for a hearing for that purpose.

The Board's decision shall be by majority vote of a quorum present, which shall be final.

DRUG-FREE WORKPLACE

The Board believes that quality education is not possible in an environment affected by drugs. It will seek, therefore, to establish and maintain an educational setting which is free from alcohol and another drug abuse.

In accordance with federal law, the Board of Education prohibits the use, possession, concealment, or distribution of drugs by employees on school grounds, in school or school-approved vehicles, or at any school-related event. Drugs includes any alcoholic beverage, anabolic steroid, dangerous controlled substance as defined by State statute, or substance that could be considered a "look-a-like" controlled substance. Compliance with this policy is mandatory for all staff members. Any part-time or full-time employee who violates this policy will be subject to disciplinary action, in accordance with due process, up to and including termination. When appropriate or required by law, the District will also notify law enforcement officials.

The District is concerned about any staff member who is a victim of alcohol or drug abuse and will facilitate the process by which he/she receives help through programs and services available in the community. A staff member should contact his/her supervisor or the District Administrator's

office whenever such help is needed.

Compliance with this requirement is mandatory.

Use of Resources for Treatment

The District is concerned about any staff member who is a victim of alcohol or drug abuse and will facilitate the process by which he/she receives help through programs and services available in the community. A staff member should contact his/her supervisor or the District Administrator's office whenever such help is needed.

However, the decision to seek diagnosis and accept treatment for alcohol, illegal drug use, or controlled substance abuse is primarily the individual staff member's responsibility. Any costs associated with treatment in excess of those costs covered by the staff member's medical insurance plan shall be borne by the individual.

Policy 4122.01 Drug-Free Workplace



XI. EMPLOYEE RECEIPT AND ACKNOWLEDGMENT

I acknowledge that I have received and read the North Lake School District’s Employee Handbook for Support Staff Members and understand the provisions contained herein. I understand that the terms described in the Employee Handbook for Support Staff Members may be altered, modified, changed, or eliminated by the Board at any time, with or without prior notice.

I further understand that the Employee Handbook for Support Staff Members and any other provisions contained therein do not constitute a guarantee of employment or an employment contract, express or implied. I understand that my employment is at-will unless governed by my individual employment contract and that my employment may be terminated at any time with or without cause or terminated or not renewed consistent with the terms of my individual contract.

(Employee Name)

(Employee Signature)

(Date)