

**(SCHOOL DISTRICT)**

# **EMPLOYEE HANDBOOK**

**(Date)**

**(School District)**

**(Street Address)**

**(City, State, Zip Code)**

**(Area Code) (Phone Number)**

## **INTRODUCTION**

The provisions outlined in this handbook are not intended to serve as a contract. In the event an employment contract exists between the district and an individual employee, specific terms expressed in the employment contract are intended to supercede language that may exist in this employee handbook.

The job classifications covered in this handbook include those employees regularly employed in the following positions:

Accounting Assistant

Accounts Payable Clerk

Assistant Superintendent, Director of Curriculum and Instructional Staff Human Resources

Central Office Receptionist and Special Education Secretary

Community Relations Director

Director of Athletics

Director of Custodial, Maintenance and Grounds

Director of Finance, Operations and Support Staff Human Resources

Director of Special Education and Special Services

Director of Technology

District Maintenance/Building Engineer

Executive Assistant - Superintendent

Human Resources Specialist

Network Manager

Payroll Clerk

Secretary to the Assistant Superintendent

Superintendent

Technology Office Assistant

Technology Repair and Maintenance Technician

Transportation Supervisor

Workstation/Software Manager

Job titles may change at the discretion of the Superintendent, and will be covered by the handbook. The handbook will cover other positions as determined by the district.

The handbook applies to all employees listed in the above positions. The handbook excludes substitute, temporary, and student employees.

Years of employment service are determined based on the number of years the employee is regularly employed in any capacity within the district. Work performed as a substitute employee will not be considered when determining years of employment service.

It is the employee's responsibility to familiarize himself/herself with the (School District) Board of Education policy manual and rules established by the administration, which are available for review in the Superintendent's office and on the district web site.

The contents of this handbook may only be changed by the (School District) Board of Education.

The Employee Statement of Employment located at the back of the handbook shall be signed on an annual basis.

## **PROBATIONARY PERIOD**

The first one hundred-eighty (180) calendar days worked will be considered a probationary period. Days and time absent during this period will serve to extend the probationary period.

Employee will receive a performance review at the conclusion of six months of employment. Successful performance review will serve to conclude the probationary period.

Performance reviews will be completed by the employee's supervisor at each six month employment interval, for the first twenty-four months of employment.

After an anticipated 24 months, consideration will be given to an annual individual contract by the (School District) Board of Education.

## **ATTENDANCE AND REPORTING DAILY ABSENCES**

Attendance is a vital factor in maintaining continuity of services to the community. As much advance notice as possible is expected in the event an Employee is going to be absent on a given day. For certain types of absences highlighted in this handbook (i.e. personal business and vacation time, etc.), notice must be given by submitting the proper Absence Reporting Form at least two (2) business days in advance of the expected absence. In the case of an unforeseen absence (i.e. sick day), employee must notify their immediate supervisor as soon as the employee is aware their absence will occur and complete the Absence Reporting Form immediately upon their return to work.

Regular attendance is essential to the district's success and is among the factors considered in making assignments, filling vacancies, and in making decisions regarding continued employment.

The district may require verification from physicians or others as it relates to absences where over-utilization or misuse is suspected, or when other conditions warrant.

## **VACATION, SICK LEAVE DAYS, HOLIDAYS, PERSONAL BUSINESS, AND UNPAID LEAVES**

Sick leave, personal business, and vacation days are credited in advance on July 1 each fiscal year in anticipation of the employee completing the entire work year. Partial years of service as a result of a mid-year hire or termination, unpaid leave of absence, or other reasons will result in a pro-ration of the annually awarded vacation, sick, and personal business days. Reimbursement to the district will be required if all sick days are used and the employee severs employment, or becomes disabled, prior to the end of the fiscal year. Scheduling of leave days of all types is subject to supervisory approval.

### **A) Sick Leave**

- 1) An employee shall earn paid sick leave at the rate of ten (10) sick leave days per fiscal year.
- 2) Paid sick leave may be utilized for illness or disability of the employee. Sick days may be used to attend to serious health matters related to the employee's children, spouse, or other family members subject to approval of supervision.
- 3) In the event the employee is absent from work due to a compensable injury under the Worker's Compensation Act, the employee's individual paid leave day accumulation will be deducted on a prorated basis to the extent permitted by law to offset the differences between regular daily pay and the amount provided under the Act. An employee will not accrue paid leave time, under the provision, during the time prorated sick leave is utilized.
- 4) Sick leave may be accumulated from year to year with unlimited accumulation.
- 5) If none of the annual sick leave allowance is used during the fiscal year, the employee shall be paid a bonus of one (1) additional day's pay based on the employee's current rate of pay.

### **B) Vacation**

- 1) Regular employment of at least fifty (50) weeks per year is required to qualify for vacation benefits. Any employee working less than a fifty-two (52) week year will be eligible for a prorated number of vacation days. Any employee working less than forty (40) hours per week will be eligible for a prorated number of vacation days. An employee in a position scheduled for fifty-two (52) weeks per year shall earn vacation days in accordance with the following schedule:
  - Year 1 through 10 years of service      15 days
  - Year 11 through 15 years of service      18 days
  - Year 16 through 20 years of service      20 days
- 2) Request for paid vacation is subject to the approval of the employee's immediate supervisor and Superintendent.
- 3) All requests must be submitted at least two (2) days in advance, unless amended by the employee's supervisor.

- 4) A maximum of five (5) unused vacation days remaining at the end of the fiscal year (June 30) may be carried forward into the next fiscal year. Any unused days in excess of five (5) days may not be carried over to the next year. Payment will not be made for unused days.
  - 5) Upon termination of employment, unused vacation days may be reimbursed to the employee based on the employee's daily rate of pay. Any reimbursement is subject to the approval of the Superintendent or designee.
- C) Holidays
- 1) Employees will receive the following ten (10) paid holidays: Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, Good Friday, and Memorial Day. If Good Friday is designated as a day of instruction, an alternate working day will be substituted as a holiday at the discretion of the Superintendent.
- D) Personal Business Days
- 1) Employees will be credited with two (2) personal business days on July 1 each fiscal year. Absences on these days are expected to be limited to business which cannot be transacted during work hours. Any personal business days unused during each fiscal year will be transferred to the employee's bank of unused sick days on June 30 of each fiscal year.
- E) Bereavement
- 1) Up to three (3) days per year, per occurrence, are allowed in the instance of the death of immediate family members. Immediate family will be defined as spouse, children, siblings, parents, parents-in-law, grandparents, grandchildren, and significant others as approved by the Superintendent.
- F) Jury Duty
- 1) In the event the employee is directed to report for jury duty or selection during working hours, the employee will be paid the difference between jury compensation and his/her regular pay. On days where the employee is directed to report for jury duty and then released, the employee must return to work unless excused by his/her supervisor. In the event an employee is required to testify in court on behalf of the Board related to his/her employment, the employee will not suffer a loss in pay.
- G) Family Medical Leave Act
- 1) Information regarding possible benefits for eligible employees under the Family Medical Leave Act (FMLA) is available in district policies and administrative guidelines, available for review in the Superintendent's office. Employees are required to use all accrued paid sick leave to substitute for the family leave described in this policy. The employee will have the option to use paid vacation or personal leave to substitute for the unpaid family leave described in this policy. Paid leave and unpaid leave run concurrently with family medical leave.
- H) Unpaid Leaves of Absence (Other Than Family Medical Leave Act)
- 1) Requests for unpaid days off and extended unpaid leaves of absences must be submitted in writing to the Superintendent, with a copy to the employee's supervisor.
  - 2) Requests for unpaid leave must be submitted at least ten (10) working days prior to the start of the requested leave period. All requests must include the date(s) in question and the specific reason for requesting the leave.
  - 3) Vacation, sick, personal business day, and holiday benefits will not be earned during periods of extended unpaid leave.
  - 4) Final determination for approving unpaid days off rests with the Superintendent.
  - 5) Final determination for extended unpaid leaves of absence (a leave extending beyond ten (10) work days) rests with the (School District) Board of Education.

## **INSURANCE**

- A) An employee regularly scheduled to work full-time (at least fifty (50) weeks per year and at least forty (40) hours per week) will be eligible for Board paid insurance premium payments toward the following insurance plans.
- Health/medical insurance
  - Vision insurance
  - Dental insurance
  - Term-life insurance (two times annual salary) & ADD
  - Short-term disability
  - Long-term disability

- B) All insurance benefits are subject to the rules and regulations established by the insurance carrier. Insurance certificate booklets are available in the Human Resource office.
- C) An employee will become eligible for insurance benefits as determined by the rules and regulations of the relevant insurance carrier.
- D) An employee employed on a regular basis for less than full time (40 hours per week) shall have their Board paid insurance or cash option in lieu of health benefit contribution prorated accordingly.
- E) An employee who is eligible for health insurance benefits and who does not elect to receive the benefits will be provided with a cash option in lieu of health benefits. The cash option amount will be equal to the monthly single subscriber premium and will be paid on a monthly basis over a ten or twelve month period at the discretion of the Superintendent.
- F) The specific insurance plans and carriers are determined by the district, and may on occasion be changed.
- G) In the event of an extended disability leave, benefits will continue as defined by FMLA or as long as the employee continues to utilize paid leave time. In the event of the death of the employee, all insurance benefits will continue in effect for survivors for a term of three (3) months.
- H) Short-Term Disability
  - 1) After three months of active employment, the employee will be eligible for short-term disability benefits on the basis of 70% of earned salary for a period no longer than 90 calendar days from the date the disability occurred. All accumulated sick leave benefits must be exhausted before short-term disability benefits can be received. Short-term disability benefits begin no earlier than on the 11th work day of continuous disability. This plan does not cover routine daily absences but rather extended disabilities which are also covered by the district's insured long-term disability plan. The plan excludes situations involving Worker's Compensation. An employee will be eligible for short-term disability benefits once per disability occurrence. A disability will be considered the same occurrence if a later disability resulting from the same cause occurs within one year after the employee returns to active work. Employees will be required to provide a disclosure statement indicating eligibility for disability income from another source.
- I) Long-Term Disability
  - 1) Long-term disability benefits will be provided to the employee beginning on the 91st day of qualifying continuous disability at the rate of 60% of earned salary, subject to the monthly maximum as determined by the insurance carrier. The plan excludes situations involving Worker's Compensation.
- J) Unless a longer period of time is required under FMLA, insurance premium contributions from the district will discontinue upon exhaustion of short-term disability benefits.

## **WORK SCHEDULES AND OVERTIME**

- A) Scheduled work hours, the work year, and specific assignments are established by the supervisor, subject to final approval by the Superintendent. No hours may be worked outside of the established schedule without the prior written approval of the employee's supervisor.
- B) On days in which student attendance is cancelled due to inclement weather, employees will be required to report to work.
- C) Employees working eight (8) hours per day will be entitled to a thirty (30) minute unpaid lunch break. An employee working four (4) hours per day will be entitled to one (1) fifteen (15) minute paid break periods. An employee working seven (7) or more hours per day will be entitled to a second fifteen (15) minute paid break period. Specific break periods and duration of lunch periods will be subject to the approval of the employee's supervisor.
- D) Non-exempt employees covered by the employee handbook will be paid overtime at the rate of one and one-half times their regular rate of pay for authorized hours physically worked in excess of forty (40) hours per week. Paid time off work will not be counted for purposes of computing the required forty (40) hours of work per week. Overtime must be specifically authorized in writing by a supervisor before the hours are worked.

## **DISCIPLINARY PROVISIONS**

- A) Disciplinary measures may be taken by either the Superintendent or the employee's supervisor subject to prior approval of the Superintendent. An employee is subject to termination by the Superintendent.
- B) Any employee who is 1) under the influence of, 2) in possession of, or 3) who attempts to sell alcohol or controlled substances on district premises will be terminated.

## **VACANCIES**

- A) When the district determines a vacant position exists, it will be published for consideration of both internal and external candidates. It is the expectation of the Board of Education that the best qualified candidates be selected to fill vacancies. Work experience related to the position, attendance, punctuality, interpersonal skills, relationships with others, work performance, and other matters will be taken into consideration in filing vacancies.
- B) Recommendations for hire are made by the Superintendent to the Board of Education. The Board has final approval for any employee hired.
- C) An employee may occupy more than one position within the district, provided schedules do not conflict or create an overtime payment requirement.

## **PAYROLL AND PAYROLL DEDUCTIONS**

- A) Employees may participate, through payroll deduction, in tax sheltered annuities, direct deposit, or other payroll deduction options offered through the district's business office.
- B) The district is authorized to make payroll deductions as may be required by law.
- C) Annual compensation schedules for all positions are determined prior to July 1 of each fiscal year by the Board of Education. Compensation schedules will be distributed following approval by the Board.

## **TERMINATION**

- A) Upon retirement, under the provisions of the Michigan Public School Employees Retirement Act, an employee accumulating ten (10) years or more of service credit at (School District) will qualify for termination benefits. Employees with less than ten (10) years of service with (School District) will not be eligible for termination benefits.
- B) Qualified employees are eligible to be paid for unused sick time at the rate of \$20.00 for each full day. Maximum sick day accumulation for payout purposes is 130 days.
- C) Qualified employees are eligible for terminal leave payment of \$50.00 per year of employment at (School District).
- D) Employee must be in current good employment standing with the district to be eligible to receive termination benefits.

## **COMPLAINT PROCEDURE**

- A) Complaints regarding the application of this handbook are to be directed to the employee's supervisor within ten (10) calendar days of the incident upon which the complaint is based.
- B) If an employee is not satisfied following the discussion with his/her supervisor, the employee may contact the Superintendent. The Superintendent's determination on complaints is considered final.

## **EMPLOYMENT, DUTIES, AND OTHER WORK CONDITIONS**

- A) Each employee will have a job description which describes the position's responsibilities, functions, duties and qualifications required. Job descriptions are developed by the district and are subject to change over time, as determined by the district. A copy of the job description is provided to each employee and is available in the Human Resources department.
- B) It is the responsibility of each employee to perform duties as required by law and to obey and fulfill the rules and regulations as established by the Board of Education, and to carry out its education program and policies during the entire term of employment.
- C) The Superintendent retains the right to transfer, re-assign, restructure, terminate, or layoff any employee with or without cause.
- D) Employees will not have or accrue tenure in any position.
- E) Increases to employee compensation are to be reviewed annually, and are subject to the approval of the Board.
- F) Performance evaluations will be completed by the employee's supervisor on an annual basis after the initial twenty-four (24) month employment period has been completed.

## **SEXUAL HARASSMENT**

- A) Harassment of staff (including those who volunteer their services) or applicants for employment is prohibited, and will not be tolerated. This includes inappropriate conduct by any person in the school environment, including other employees, Board members, parents, guests, teachers, contractors, vendors, and volunteers. It is the policy of the Board to provide a safe, positive work environment free of harassment for its staff. Board of Education policy manuals and rules regarding sexual harassment are available for review in the Superintendent's office.

- B) Any staff member or applicant that believes she/he has been or is the victim of harassment should immediately report the situation to his/her immediate supervisor or the assistant superintendent, phone (Area Code) (Phone Number). If the complaint relates to either of these individuals, the Complaint may be filed with either the Superintendent or the Board President. They may be reached at the Board office. If the complaint relates to the Superintendent, it should be filed directly with the Board President. All complaints will be investigated.

## **DISCRIMINATION**

- A) (School District) shall comply with all Federal laws and regulations prohibiting discrimination and with all requirements and regulations of the U.S. Department of Education. It is the policy of the Board that no employee or candidate for employment in the district shall, on the basis of race, color, religion, national origin or ancestry, age, gender, marital status, disability, height, weight, and/or any other legally protected characteristic, be discriminated against, excluded from participation in, denied the benefits of, or otherwise be subjected to, discrimination in any program or activity for which the Board is responsible or for which it receives financial assistance from the U.S. Department of Education.
- B) Any person having inquiries concerning the (School District's) compliance with the regulations implementing (1) Title II, Title VI, Title VII of the Civil Rights Act of 1964, (2) Title IX of the Education Amendment Act of 1972, (3) Section 504 of the Rehabilitation Act of 1973, and/or (4) The Americans with Disabilities Act, is directed to contact the Superintendent, who has been designated by (School District) to coordinate the district's efforts to comply with the necessary regulations.