

Adopted by the Eaton School Board – August 24, 2009

## **EATON SCHOOL DISTRICT**

### **PERSONNEL POLICIES**

#### **EMPLOYEE**

Unless otherwise indicated, the term "employee" when used hereafter in this policy shall refer to each employee of the Eaton School District.

#### **WORK YEAR -- HOLIDAYS**

The Superintendent will establish and publish an annual work year calendar including appropriate paid holidays as applicable. The work day for employees will be established by the Superintendent.

Employees with less than 12 month contracts will be paid for the following holidays.

Columbus Day  
Veterans' Day  
Memorial Day

Thanksgiving Day  
Christmas Day

In order to qualify for the holiday pay, the employee must have worked, or been on compensable leave, on the last scheduled workday before the holiday and the first scheduled workday after the holiday. If the holidays fall on a Saturday or a Sunday, the following Monday shall be considered a holiday; however, if employees are required to work on the designated holiday, they shall be given compensatory time and a half off at a time approved by the Superintendent of Schools.

#### **SICK LEAVE**

Sick leave with full pay will be granted to all eligible employees at the rate of 10 days per year. Sick leave days may be used to attend to an ill family member. Sick leave days for the year will be credited to the employee at the beginning of the year based on the employee's contract year. Earned sick leave is computed on a continuous basis and may be accumulated to a maximum of 30 days.

When absence on sick leave is known or anticipated, the employee will make every effort to notify the Superintendent, or his/her designated representative, of the employee's inability to work at least four (4) hours prior to the time set for his/her regularly scheduled working hours. A medical certificate may be required at any time from an employee requesting compensation for sick leave. If a medical certificate is required by the Superintendent during the first five (5) days of absence, it will be done at District expense. However, if the Superintendent has reason to believe that the use of sick leave has not been for a bonafide illness, he/she may investigate the

alleged abuse. The SAU office will maintain a record of all credits and debits to the sick leave account of each employee. These sick leave accounts are available for inspection by the employee.

The District recognizes the provisions of the federal Family Leave Act. Leave provided under the provisions of this Act shall be concurrent with any other leaves provided by these Board policies.

### Workers' Compensation

The purpose of Workers' Compensation Insurance purchased by the District is to provide an employee the opportunity to receive their regular salary on those occasions when an absence occurs because of a work related injury and the claim is accepted by the insurance carrier. The employee shall not receive more than the regular salary.

When an employee's illness is caused by a job related occurrence that makes the employee eligible for Workers' Compensation, there are options available to the employee and the district.

(a) The employee may elect to receive the difference between the Workers' Compensation payment and the regular salary. An employee who chooses this option will be charged one-half (1/2) day of sick leave for each day absent.

(b) The employee may choose not to receive any differential between Workers' Compensation and the salary and accept only the Workers' Compensation. In this event, no deduction from sick leave will be made.

If the employee chooses to receive the differential payment, all differential payments will cease when the sick leave is exhausted.

The employee must notify the SAU business office of all communications from the Workers' Compensation Insurance carrier and provide copies of same to the office.

### Legal

If it is necessary for any employee of the District to serve as a juror or as a witness, they shall be reimbursed the difference between their regular pay and jury or witness pay. Employees required to appear in court on school related issues are considered to be on duty.

### Unpaid Leaves of Absence

Upon application of the employee, an unpaid child care leave of absence may be granted to permanent employees, under the guidelines of the Family Leave Act, who have been employed at least one (1) year before said application, said leave to commence at the time recommended by the doctor, where appropriate, and to extend for a period not to exceed six (6) months. If any employee who has been granted a child care leave of absence in accordance with this provision shall fail to return to work upon the expiration of such leave of absence, the employee shall be

deemed to have voluntarily terminated employment.

Extended sick leave without pay for a period of up to three months may be granted to any employee who has been employed by the District for one year or more, and who has exhausted all accumulated sick, vacation, and personal leave.

Employees granted unpaid leave shall continue under the health, life, and dental coverages at their own expense with the district's normal share of premium costs to be reimbursed upon the employee's return to work, unless such leave approval includes other provisions. Employees on a leave of absence must work for the District for a period equal to the leave, or reimburse the SAU for any benefits received.

## EMPLOYEE RIGHTS AND PRIVILEGES

### Equal Opportunity Employment

The District will recruit and consider candidates without regard to age, race, religion, country of origin, and sex. When there are opportunities for promotion and qualifications are equal, consideration will be given first to employees.

The District will employ individuals who meet the physical and mental requirements, and who have the education, training, and experience established and necessary for the performance of the job without regard to age, race, religion, country of origin, sex (except where sex is a bona fide occupational requirement) and handicapping conditions, except for reasons related to ability to perform the requirements of the job.

As required by Title IX of the 1972 Education Amendments, it is District policy not to discriminate on the basis of sex in its educational programs or activities policies. Inquiries regarding compliance with Title IX may be directed to the Superintendent.

### Annual Renewal of Employment

Any employee whose employment will not be renewed will be notified by April 15 unless the employee is on notice of deficient performance and is on an improvement plan under the supervision of the Superintendent, and the plan contains specific notification dates. In turn, any employee who intends to retire or resign after June 30, must notify the Superintendent, in writing, no later than January 15 of that year. If an employee does not meet that deadline, and resigns or retires at any time during the following July to June the District may recoup any benefits paid from January 1 to the time of resignation or retirement.

### Discipline

Discipline is defined to be: (a) discharge, (b) suspension, (c) written reprimand, (d) oral reprimand. No employee shall be disciplined without just cause. All suspensions and discharges must be stated in writing with the reason stated and a copy given to the employee at the time of suspension or discharge.

Disciplinary actions shall normally follow this order; however, discipline may be taken out of order depending on the severity of the infraction.

- (A) a verbal warning
- (B) a written warning
- (C) suspension without pay
- (D) discharge

An employee may be suspended or discharged for just cause such as, but not limited to, the following.

- (A) misconduct during employment
- (B) incompetency or inefficiency
- (C) failure to perform assigned duties
- (D) disobedience of a supervisor
- (E) under the influence of alcohol or other substances while on duty
- (F) failure to observe rules and regulations established by the Board and the administration
- (G) conviction of a felony
- (H) incompatibility with other employees
- (I) unauthorized absence from duty

### Termination

No employee will be terminated without a hearing before the Superintendent, and if requested, the School Board. Employees demonstrating deficient performance that could lead to termination will be advised in writing of those deficiencies, and given an appropriate amount of time to eliminate them.

### Access to Files

Upon written request, each employee shall have the right to review, at a time mutually convenient, the contents of his/her file in the central office; excepting, however, any confidential references. At the employee's request a witness of his/her choice may accompany the employee in such review. The review shall be made in the presence of the administrator responsible for safekeeping of such files.

### Employee Complaints and Grievances

The Board subscribes to an orderly, well-defined grievance procedure for the resolution of problems derived from applications of Board policies and district regulations. Grievances will be handled expeditiously in accordance with the procedures approved by the Board. The machinery set up for the resolution of "grievances" will apply only to grievances as defined in the policies.

A complaint is an assertion by an employee that there has been a violation, misinterpretation, or

inequitable application of district policies, regulations and procedures, existing laws, or other actions that adversely and directly affects the employee personally and/or his/her work.

It is the intent of this procedure that employee complaints will be identified and corrected at the earliest possible time, and at the lowest level of supervision. Complaint processing should be viewed as a positive and constructive effort which seeks to establish the facts upon which the complaint is based and come to a fair conclusion. Employees will not be discriminated against nor will reprisal be attempted against an employee because he/she filed a complaint.

Procedures - Complaints will be processed according to the step-by-step procedures outlined below.

### Step 1

- (A) A complaint is to be presented orally and informally to the appropriate supervisor. If the complaint is not promptly resolved at this informal stage, it will be reduced to writing and submitted to the appropriate supervisor.
- (B) Within five (5) workdays of receiving the written complaint, the supervisor will render a written decision to the complainant.

### Step 2

- (A) Within five (5) workdays after receiving the decision at Step 1, the complainant may appeal the decision, in writing, to the Superintendent.
- (B) Within ten (10) workdays of receipt of the appeal, the Superintendent will investigate and render a written decision to the complainant.

### Step 3

- (A) Within five (5) workdays after receiving the decision at Step 2, the complainant may request review of the decision by the Eaton School Board.
- (B) The School Board will conduct a hearing for the complainant within twenty (20) workdays following receipt of the appeal, and render a decision within ten (10) workdays after the hearing. Such decision will be deemed final.

An employee shall have the right to answer in writing any complaints filed in his/her personnel file, and the answers shall be attached to the complaint and reviewed by the Superintendent of Schools or his/her designated representative.

### Evaluation

All employees are to be evaluated annually with a mid year evaluation if the supervisor notes deficiencies in the employee's performance. If a mid year evaluation occurs, it shall be completed before January 31. Each employee shall have the opportunity to discuss the

evaluation report with his/her immediate supervisor. If the employee disagrees with the evaluation report, he/she may so indicate in writing within one week of receipt of the evaluation report; and the written statement of disagreement shall be placed in his/her personnel file and attached to the relative documents. All annual evaluations to be used for salary determination must be completed before April 1.

### Reduction in Force

The District reserves and shall have the right to decide who shall be laid off or reduced.

### Participation in Professional Activities

Employees are encouraged to belong to appropriate professional and work related organizations as will benefit the District. Reasonable travel and per diem costs may be paid for participation in conferences and activities related to the employee's work or of benefit to the district upon approval by the Superintendent.

### INSURANCE

Effective July 1, 2009 - Eligible employees may select the Harvard Pilgrim program that best meets their needs. The Board will pay 80% of the premium cost of the \$500.00 Deductable HMO Low \$15 Co-pay Rx \$0-\$30-\$50 Plan. The employee will be responsible for the remainder of the premium cost. The District will continue to offer a Point of Service and Indemnity Plan. If an employee chooses the POS or Indemnity Plan, they will be responsible for any cost above the District's share of the \$500.00 Deductable HMO Low \$15 Co-pay Rx \$0-\$30-\$50 Plan. The plans will include a prescription drug plan of \$0-\$30-\$50. The District shall offer an Internal Revenue Code Section 125 Plan for medical expenses effective July 1, 2009. Under the Section 125 Medical Reimbursement Account (MRA), the District will provide reimbursement according to the schedule below for eligible Flexible Spending Account (FSA) expenses to all eligible individual employees and the employee's eligible dependents. The District reserves the right to contract with a third-party administrator for the processing and reimbursement of these allowed expenses.

- Employee Only: up to \$500 per contract year
- Employee plus one: up to \$1,000 per contract year
- Employee plus two or more: up to \$1,500 per contract year

Only employees who are regularly scheduled to work 30 hours per week or more will qualify for the health insurance program. The district's share for health insurance will be pro-rated to the amount of time the employee works. Full time is defined as 40 hours per week for at least the time of the school year.

The district will offer to any employee covered for health insurance under another plan by the employee's spouse or other family member an insurance waiver payment equal to 50% of that portion of the premium the Board would otherwise have to pay for coverage for the employee not to exceed the 2 person premium rate. . The District shall offer an Internal Revenue Code Section

125 Plan for medical expenses effective July 1, 2009. Under the Section 125 Medical Reimbursement Account (MRA), the District will provide reimbursement according to the schedule below for eligible Flexible Spending Account (FSA) expenses to all eligible individual employees and the employee's eligible dependents. The District reserves the right to contract with a third-party administrator for the processing and reimbursement of these allowed expenses.

- Employee Only: up to \$500 per contract year
- Employee plus one or Greater: up to \$1,000 per contract year

Employees who signify an intent to retire within two years, and who demonstrate insurance coverage as outlined above, may request that an insurance waiver payment equal to 85% of the district's share of the insurance premium be added to salary for purposes of retirement calculations. This option is available at the discretion of the Board and for a maximum period of two years and is not to exceed the 2 person premium rate.

### MISCELLANEOUS PROVISIONS

#### Travel Expenses

The SAU agrees to pay reasonable expenses incurred for school activities related to bus maintenance and inspection, where applicable, mileage at the IRS allowable rate when employees are requested to use their own vehicles for such activities.

#### SALARY

The Board will establish a salary schedule of minimum and maximum salaries for all positions. New employees will be placed on the schedule within the appropriate range as determined by the Superintendent based on previous experience, qualifications, and needs of the District.

All salary increases will be determined based solely on performance. Where performance increases would cause the employee to exceed the salary range, such increases will be in the form of a bonus.

Overtime - The following conditions shall apply to all overtime work for hourly employees only:

- (A) Time and one-half will be paid for all authorized hours worked over 40 hours in one week.

#### Deductions from Salary

Deductions from salary as offered by the SAU (credit union, tax sheltered annuities, etc.) will be provided as authorized by individual employees. If the SAU makes it available, employees may purchase additional life insurance, disability insurance, long term care coverage, or other appropriate insurance at their expense and through payroll deduction.