

APPOINTMENT AND CONDITIONS OF EMPLOYMENT

The Superintendent or designee will appoint all regular full-time, part-time and hourly employees and may notify the School Board of such appointments. Selection will be based upon competence and will be in accordance with Board policy and administrative regulations, and state and federal laws of the State regulations.

Temporary, substitute, short-term and student help may be appointed by the Superintendent or designee.

The district personnel policies and regulations apply only to the extent that they are not in conflict with any collective bargaining agreement between the district and an employee organization officially recognized to meet and negotiate with the Board.

ASSIGNMENT/CLASSIFICATION

Classified employees shall be assigned by their immediate supervisors with the approval of the Superintendent or designee.

(cf. 6181 - Charter School)
(cf. 4219.3 - Duties of Personnel)

Legal Reference:
ALASKA STATUTES
23.40.070 Declaration of policy (PERA)

Revised 10/99

SECURITY CHECK

1. Newly hired classified employees engaged in daily contact with students or such employees as required by the Superintendent or applicable laws and regulations will be subject to a background check. The content of the background check will be determined by the Superintendent, the cost of which will be borne by the district. Failure to consent to the background check will result in the withdrawal of the offer to hire. Under emergency circumstances, the Superintendent can waive this requirement to allow some to work until the investigation is complete.
2. The results of this background check will be confidential and will be known only to the Personnel Coordinator and the Superintendent.
3. No person who has ever been convicted, or plead guilty or no contest (including forfeiture of bail) to a crime involving violence or sexual abuse will be hired by the district.
4. No person who has been convicted, or plead guilty or no contest (including forfeiture of bail) to (1) a felony or (2) a crime or other violation involving a controlled substance within the five years preceding the application, will be hired by the district. If more than five years have elapsed since the crime or violation, a person may apply pursuant to the following paragraph.
5. Applications from persons who have been convicted, or plead guilty or no contest to any crime or violation (excluding minor traffic violations) not precluded in (2) nor (3) will be considered by the Superintendent on a case by case basis and notice given to the School Board prior to hire or being hired by the district.
6. If charges are pending, no action will be taken on the individual's application until disposition of the charges.

EMPLOYMENT OF RETIRED PERSONNEL

It is the policy of the Board that classified vacancies be filled in a timely manner by qualified personnel. The Board recognizes a reduction in the number of candidates applying for available positions, as compared to previous years. The District administration is authorized to employ retired personnel under the Retiree Rehire Program HB 161 and to notify the Administrator of the Public Employee Retirement System that it is hiring retired personnel under this legislation. This legislation will be in effect until July 1, 2009.

HOURS OF EMPLOYMENT

The Superintendent shall establish the number of hours of work per week for each classified employee not covered by a bargaining agreement.

Building administrators or other supervisory personnel may establish the daily work schedule for their employee's work day within those parameters.

Classified Personnel

E 4213.1

HOURS OF EMPLOYMENT

<u>Central Office</u>	<u>Weekly hours</u>
School year	37.5
Summer break	35
<u>I.E.A. Tutors</u>	35
<u>Other School Year Employees</u>	35
<u>Other Full Year Employees</u>	40

EVALUATION/SUPERVISION

The School Board endorses a continuous program of evaluation of all individuals employed by this district. The basic objective of the evaluation program is the improvement of performance of service to the district.

Legal Reference:

ALASKA STATUTES

23.40.070 Declaration of policy (PERA)

PROBATIONARY/PERMANENT STATUS

Employees newly hired in regular positions or promoted to higher level positions within the same classification shall be considered probationary employees for the number of days designated in the appropriate negotiated agreement. If the negotiated agreement does not reference a probationary period then they will be considered probationary employees until having satisfactorily completed the designated probationary period of 90 days. If an employee receives a less than satisfactory evaluation the probationary period may be extended for an additional 90 days.

Regular classified employees who have satisfactorily completed the designated probationary period shall become regular classified employees of the district.

Legal Reference:

ALASKA STATUTES

23.40.070 Declaration of policy (PERA)

RESIGNATION

Ample notice of intention to resign should be given by an employee who plans to leave the district. Normally, no less than two weeks notice should be given.

Positive supervisory action is required to determine if causes of employee resignation may be adjusted. Supervisors should consider factors of employee value to the district, availability of replacement, and costs of training a replacement. At the discretion of the supervisor, the two week notice may be waived.

The Superintendent or designee is authorized to accept the written resignation of any employee in behalf of the School Board, and the resignation shall become effective immediately on acceptance by the Superintendent or designee. A resignation presented to and accepted by the Superintendent or designee may not be withdrawn by the employee.

DISMISSAL/SUSPENSION/DISCIPLINARY ACTION

Probationary Employees

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

Permanent Employees

Permanent classified employees shall be subject to personnel action (suspension without pay, demotion, reduction of pay step in class, dismissal) only for cause. The Board's determination of the sufficiency of the cause for disciplinary action shall be conclusive.

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

1. Falsifying any information supplied to the school district, including, but not limited to, information supplied on application forms, employment records, or any other school district records.
2. Incompetency.
3. Inefficiency.
4. Neglect of duty.
5. Insubordination.
6. Dishonesty.
7. Drinking alcoholic beverages while on duty or in such close time proximity thereto as to cause any detrimental effect upon the employee or upon employees associated with him/her.
8. Addiction to the use of controlled substances.

DISMISSAL/SUSPENSION/DISCIPLINARY ACTION (continued)

9. Conviction of a felony, conviction of any sex offense made relevant by provisions of law, or conviction of a misdemeanor which is of such a nature as to adversely affect the employee's ability to perform the duties and responsibilities of his/her position. A plea or verdict of guilty, or a conviction following a plea of nolo contendere is deemed to be a conviction within the meaning of this section.
10. Absence without leave.
11. Immoral conduct.
12. Discourteous treatment of the public, students, or other employees.
13. Improper political activity.
14. Willful disobedience.
15. Misuse of district property.
16. Violation of district, Board or departmental rule, policy, or procedure.
17. Physical or mental disability, which disability precludes the employee from the proper performance of his/her duties and responsibilities as determined by competent medical authority, except as otherwise provided by a contract or by law regulating retirement of employees.
18. Failure to possess or keep in effect any license, certificate, or other similar requirement specified in the employee's class specification or otherwise necessary for the employee to perform the duties of the position.
19. Unlawful discrimination, including harassment, on the basis of race, religious creed, color, national origin, ancestry, physical handicap, marital status, sex, or age against the public or other employees while acting in the capacity of a district employee.

DISMISSAL/SUSPENSION/DISCIPLINARY ACTION (continued)

20. Unlawful retaliation against any other district officer or employee or member of the public who, in good faith, reports, discloses, divulges, or otherwise brings to the attention of any appropriate authority any information relative to actual or suspected violation of any law of this State or the United States occurring on the job or directly related thereto.
21. Any other failure of good behavior either during or outside of duty hours which is of such nature that it causes discredit to the district or his/her employment.

In cases involving a personnel action, the Superintendent or designee shall prepare a written recommendation of personnel action for the Board. A copy of the recommendation shall be served upon the employee either personally or by registered or certified mail, return receipt requested, at the employee's last known address. The recommendation shall include:

1. A statement of the nature of the personnel action (suspension without pay, demotion, reduction of pay step in class, or dismissal).
2. A statement of the cause or causes therefor as set forth above.
3. A statement of the specific acts or omissions upon which the causes are based. If violation of rule, policy, or regulation of the district is alleged, the rule, policy, or regulation violated shall be set forth in the recommendation.
4. A statement of the employee's right to appeal the recommendation and the manner and time within which his/her appeal must be filed.

In cases where the Superintendent or designee has determined that a permanent classified employee should be dismissed and that continuation of the employee in active duty status after a written recommendation of such personnel action has been issued would result in an unreasonable risk of harm to students, staff, or property during the time the proceedings are pending, the Superintendent or designee may order the employee immediately suspended from his/her duties without pay in conjunction with the recommendation of personnel action.

DISMISSAL/SUSPENSION/DISCIPLINARY ACTION (continued)

A permanent employee may, within five calendar days after receiving the recommendation of personnel action described above, file an appeal to the Board for reconsideration of the personnel action by submitting his/her request to the Superintendent or designee.

If the employee against whom a recommendation of personnel action has been filed fails to appeal within the time specified in these rules, the employee shall be deemed to have waived his/her right to request reconsideration.

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

The Board may affirm, modify or revoke the recommended personnel action.

TEACHER AIDES/PARAPROFESSIONALS

The School Board favors the use of paid teacher aides/paraprofessionals and considers them to be members of a professional team dedicated to the best interests of students. By relieving teachers of duties that do not require professional training, noncertificated persons allow teachers to dedicate their skills, knowledge and efforts primarily to teaching. Paraprofessionals also can help teachers to provide individualized student instruction and an enriched educational program.

The district shall use paraprofessionals in those classes where they will provide the greatest benefit to students, taking into consideration such factors as large class size, student age group and teacher workload and individual student needs.

The Superintendent or designee shall ensure that all paraprofessionals have appropriate training and supervision.

Note: Special Education paraprofessionals must serve under the supervision of qualified personnel and receive training in accordance with 4 AAC 52.250.

Paraprofessionals are expected to be courteous, discrete, cooperative and dependable, to employ high ethical standards as they work with students, and to respect school rules, district policies and administrative regulations. They must be able to hold in confidence any information or conversation regarding individual students, school personnel, or parents.

The Board recognizes the need for qualified teaching staff and encourages paraprofessionals to seek opportunities leading to a teaching credential. The district shall support these efforts to the extent possible, particularly as they relate to obtaining bilingual or special education credentials.

Legal Reference:

ALASKA ADMINISTRATIVE CODE

4 AAC 05.080 School curriculum and personnel

4 AAC 52.250 Special education aides

4 AAC 52.255 Interpreters

TEACHER AIDES/PARAPROFESSIONALS

Paraprofessionals are auxiliary personnel who work directly with professional educators to assist them in discharging their professional duties. Instructional aides, tutors, noontime assistants, and various similar categories are included within the definition of paraprofessionals.

Purpose of the Paraprofessional Aide Programs

Purposes of the paraprofessional aide programs are to:

1. Assist teachers in providing more individualization of instruction to their classes.
2. Relieve teachers of many nonteaching duties and tasks.
3. Build an understanding of school problems among citizens, thus stimulating widespread involvement in the total education process.

Kinds of Services Provided

The kinds of services which paraprofessionals perform will vary according to local building site needs. Services generally fall into one or more of the following areas:

1. Relieving the professional of clerical, noninstructional, house-keeping, and/or certain instructional tasks.
2. Giving special aid to students with difficulties such as English as a second language.
3. Giving special aid to students with an Individual Education Plan.

Responsibilities of the Principal

The principal's responsibilities include:

1. Responsibility for both volunteer and paid paraprofessional aide programs at his/her site.
2. Organization of the programs within the school.

TEACHER AIDES/PARAPROFESSIONALS (continued)

3. Responsibility for evaluation of paraprofessional at his/her site.
4. Promotion of good staff-paraprofessional aide relationships.
5. Responsibility for input into the evaluation of the paraprofessionals at his/her site if requested.

Responsibilities of the Teacher or Staff Person using a Paraprofessional

Responsibilities of staff using aides include the following:

1. Become familiar with paraprofessional aide programs and their materials through orientation sessions.
2. Direct and supervise each aide.
3. Provide guidance for each aide.
4. Determine specific duties to be undertaken.
5. Work cooperatively with others in charge of the programs.
6. Implement the key pointers described in the handbooks for teachers and staff.
7. Assure that confidential information is treated as such.

Responsibilities of Paraprofessional Aides

Paraprofessionals must be members of a professional team dedicated to working for the best interests of students. All members of the team are expected to be loyal, courteous, cooperative, industrious, and dependable. They must accept responsibility to act with the highest ethical standards as they share with educators the common purpose of educating students, because the commitment is a professional one.

TEACHER AIDES/PARAPROFESSIONALS (continued)

Responsibility to the Student

Responsibility to the student imposes the following obligations:

1. Assuring the school that any personal information about the student will remain confidential.
2. Enjoying the working relationships with students and valuing their achievements, however modest they may be.

Responsibility to the Paraprofessional Programs

Responsibility to the program imposes the following obligations:

1. Being able to accept differences in people, values, standards, goals, ambitions, and having respect for individual integrity.
2. Maintaining consistent and regular attendance.
3. Being reliable and flexible.
4. Having sufficient sense of organizational procedures to be able to accept discipline while working in a positive manner within the established structure and policies of the school.
5. Being willing to acquire skills needed to be of value to the school programs.
6. Discussing any specific problems with the supervising staff member or the principal.
7. Using discretion in commenting on school matters, including the performance of individual paraprofessionals or other school personnel.

Responsibility to the School

The responsibility to the school imposes the following obligations:

TEACHER AIDES/PARAPROFESSIONALS (continued)

1. Recognition that the professional staff will specify the tasks aides will perform, the authority aides will be given, and the information and materials aides will use.
2. Acknowledging that criticism of school personnel and/or school practices is an ineffective and unsatisfactory method of improving public education.
3. Understanding that regulations and procedures of the school are to be followed at all times.
4. Treat as confidential any information regarding individual students, school personnel or parents.

Responsibility to Self

Responsibility to self requires each paraprofessional to:

1. Maintain positive attitudes.
2. Accept the responsibility to help all students.
3. Be responsible for his/her own actions.
4. Know his/her role and be able to express what that role is to the community in a positive manner.
5. Maintain personal cleanliness.
6. Wear appropriate clothing (avoiding extremes).
7. Use appropriate language.
8. Give full cooperation to the total school staff.

STAFF DEVELOPMENT

The Superintendent or designee may approve opportunities for classified staff to improve job skills and prepare for other positions within the district.

Such opportunities may include, but are not limited to, the following:

1. Visits to other schools and school districts.
2. Local and state conferences involving other classified personnel.
3. Training classes and workshops offered by private organizations or by the district, state or other appropriate agency.

CLASSIFIED EMPLOYEES SALARY

1. Compensation – The salaries of district-wide classified personnel shall be determined by the Superintendent or by negotiated agreement, subject to approval by the Board.
2. Salary Placement – Under normal conditions all new employees shall be hired at the first step on the schedule for the classification involved.
3. Initial Placement on Salary Schedule – Initial placement on the salary schedule will be assigned by the central office. This placement will be presumed correct unless objection is made within sixty (60) days of the employee's notification thereof.
4. Advancement on Salary Schedule – Advancement for years of service is granted as stated in the negotiated agreement.
5. Substitutes – Substitutes may be provided day-by-day for classified employees who are temporarily absent. Long-term substitutes, those serving in a given assignment for one semester or more, shall be given regular salary schedule placement.

SALARY OF CLASSIFIED EMPLOYEES

Employees shall be placed on the appropriate step of the salary schedule at the time of hire by the Superintendent or his/her designee.

The Superintendent, with the approval of the School Board, shall establish the compensation for employees for which a salary schedule does not exist.

SALARY OF CLASSIFIED EMPLOYEES

1. Salary Placement – Under normal conditions all new employees shall be hired at the first step on the schedule for the classification involved.
2. Initial Placement on Salary Schedule – Initial placement on the salary schedule will be assigned by the Central Office. This placement will be presumed correct unless objection is made within sixty days of the employee's notification thereof.
3. Advancement on Salary Schedule – Advancement for years of service may be granted upon a satisfactory evaluation by the supervisor.
4. Substitutes – Substitutes may be provided day-by-day for classified employees who are temporarily absent. Long-term substitutes, those serving in a given assignment for one semester or more, shall be given regular salary schedule placement.

OVERTIME PAY/COMPENSATORY TIME OFF

Note: The Fair Labor Standards Act (FLSA) is a federal law that requires certain “covered” employees who work more than 40 hours a week in a seven-day period to be paid at one-and-a-half times their basic hourly rate for the time they work over 40 hours. Covered employees include most nonteaching, nonadministrative employees, such as cafeteria workers, bus drivers, and paraprofessionals. Teachers, administrators, and other professional employees are exempt from the law. Covered employees cannot waive, or give up, their rights to overtime under the FLSA. A violation of the law can result in criminal and civil penalties.

The School Board is committed to compliance with the overtime pay, compensatory time, and record-keeping requirements of the Fair Labor Standards Act (FLSA). The FLSA requires that overtime be paid to nonexempt employees either in the form of monetary compensation or compensatory time, as described below at the rate of 1.5 times the regular hourly rate of pay for the number of hours worked in excess of 40 hours per week.

1. Covered employees. Employees in the following job classifications are covered under the FLSA: assistant teachers, bookkeepers, clerks, custodians, food service workers, maintenance personnel, receptionists, secretaries, bus drivers, mechanics, and security personnel. Some employees in the above positions may be exempt from coverage if they have supervisory responsibilities and their supervisory duties exceed 50 percent of their work time or for other reasons.
2. Exempt employees. Certain employees are exempt under the FLSA and are not subject to compensation for overtime work. Exempt employees include executive, administrative, and professional employees, such as teachers, counselors, supervisors, and administrators. Employees or supervisors who are unsure if an employee is exempt from coverage shall consult the District’s Superintendent.
3. Hours worked. The District’s workweek begins on Sunday and ends on Saturday. Employees are expected to arrive and depart at or about the time specified by the District, unless requested to work overtime by their immediate supervisor. Covered employees shall accurately record hours worked during each week, including the exact time of arrival and departure from work and all overtime, by time sheet or time card. Supervisors and principals shall review, approve, and submit all time sheets or time cards to the payroll office at the end of each pay period.

OVERTIME PAY/COMPENSATORY TIME OFF (continued)

4. Overtime pay. Employees covered by the FLSA shall be paid no less than 1.5 times their regular rate of pay for all hours worked over 40 in a week. For those employees working two or more jobs for the District, overtime pay shall be calculated on the basis of a blended hourly rate on all jobs worked by a formula set by the District.
5. Compensatory time. The District reserves the right to grant compensatory time in lieu of paying employees monetary compensation. Prior to employees' overtime work, the District and employees must agree to compensatory time arrangement. Employees may accumulate a maximum of 240 compensatory time hours. Employees must get their supervisor's approval on when to take the compensatory time and must take the time off during the pay period immediately following when it was earned, if possible.
6. Authorization for overtime required. Employees shall not work overtime without prior permission from their immediate supervisors, except in cases of emergency. Each employee responsible for the supervision of employees subject to the FLSA shall receive authorization from the Superintendent prior to authorizing overtime.
7. Overtime work without prior approval. Employees covered by FLSA who work overtime without prior approval will be allowed to claim the hours worked in accordance with the FLSA. If the supervisor determines that the work was unforeseen or emergency in nature, it will be approved. If the supervisor determines that the performance of the work was unnecessary at the time it was performed, the employee will receive pay for the hours worked, but disciplinary action may be taken for failure to follow established policy.
8. Record keeping and posters. All records on wages, hours, and other items listed in the record-keeping regulations will be kept by the business office for the time specified by the FLSA. The District will display minimum wage posters at each District work site where employees will be likely to see them.

OVERTIME PAY/COMPENSATORY TIME OFF (continued)

Legal Reference:

ALASKA STATUTES

23.40.070 Declaration of policy (PERA)

UNITED STATES CODE

Fair Labor Standards Act 29 U.S.C. 201-216

Department of Labor Regulations 29 C.F.R. Parts 511-800

United States Supreme Court: Garcia v. San Antonio Metropolitan Transit Authority

Revised 1/04

OVERTIME PAY/COMPENSATORY TIME OFF

The Business Manager is authorized to review job descriptions and job requirements to determine if a position is subject to overtime under the Fair Labor Standards Act. Exempt employees are not eligible for cash payment or compensatory time off for any time worked in excess of 40 hours per week. If an employee disagrees with this classification an employee may appeal this determination to the Superintendent.

The district shall not provide for compensatory time off if the accumulated compensatory time accrues into future pay periods.

EMPLOYEE ASSISTANCE PROGRAMS

The Ketchikan Gateway Borough School District may reimburse the college tuition for employees who successfully complete up to 4 credits of course work per year.

All coursework must have the prior approval of the Superintendent or his/her designee.

EMPLOYEE ASSISTANCE PROGRAMS

1. Application for Reimbursement – The employee shall be responsible for turning in an official transcript and receipt for payment to the Coordinator of Personnel upon the completion of coursework for which reimbursement is sought.
2. Recording – The Coordinator of Personnel will record the credits and the amount of reimbursement allowed, based on the transcripts received.
3. Payment – Once authorized by the Office of the Superintendent, reimbursement will be paid to the employee through the regular payroll procedure. The reimbursement will be the lesser of the actual tuition paid or the equivalent University of Alaska Southeast tuition.

PERSONAL LEAVE

Two days of personal leave will be granted to each classified employee of the District each year. Personal leave may be accumulated to a total of 5 days. If more leave is required, the employee may purchase one additional personal leave day. The cost of the leave to the employee shall be the rate of \$50 for one day.

Accumulated leave in excess of 5 days shall be “paid off” by the District on April 30 of each year. The rate of pay for accumulated days shall be \$50 for one day.

PERSONAL LEAVE

1. Eligibility – Permanent full-time and permanent half-time classified employees (4 hours/day or more) are eligible for personal leave.
2. Leave Available – Two days of personal leave will be made available to full year classified employees on July 1 of each year. School year employees will be assigned two days of personal leave on the day that school begins or on the date of initial employment, if employed before January 1 of any academic year.
3. Mid-Year Hires – Employees hired before January 1 will be provided with the full two days of personal leave. Employees hired between January 1 and June 30 shall receive one day of personal leave.
4. Application – Application for personal leave shall be made on the District application form, with approval for leave required in advance of the requested leave day.
5. Termination – Employees who terminate shall forfeit all accrued personal leave. Approved leave of absences will not be considered a termination with respect to this paragraph. Employees who are involuntarily laid off may retain their accrued personal leave for up to 15 months. Employees who become certificated employees may not transfer their accrued personal leave into their certificated status.

SICK LEAVE

Sick leave shall accrue at a rate of one day each month. The Superintendent or Superintendent's designee shall provide guidelines for legitimate use of sick leave.

SICK LEAVE

1. Leave Available – Paid leave is available to eligible employees who are sick and unable to report to work. Sick leave shall be interpreted to mean leave for personal incapacitation or serious illness in the employee's immediate family which may require absence from work.
2. Notification – Employees must notify their immediate supervisor of a need for leave before the beginning of the shift or workday. Leave forms must be completed promptly upon return to work.
3. Appointments – Sick leave may be used for scheduled and confirmed appointments with health care professionals. Advance notice to the supervisor is expected, and leave request forms should be submitted prior to the absence.
4. Physician's Certificate – When an illness causes the employee to be absent in excess of 3 working days, the District will require a certificate from a physician indicating the need for such extended leave.
5. Accumulated Leave – Sick leave may be accumulated from year to year. There is no limit to the number of sick leave days that can be accumulated.
6. No Cash Value – Accrued sick leave has no cash value. It may be used only for legitimate illness or incapacitation.
7. Eligible Employees – All permanent full time or half-time employees are eligible for sick leave.
8. Not Eligible – Part-time employees or other temporary workers are not eligible for sick leave.
9. Termination – Employees who terminate shall forfeit all accrued sick leave. Breaks in service of less than four (4) months or approved leave of absences shall not be considered a termination with respect to this paragraph. Employees who are involuntarily laid off may retain their accrued sick leave for up to 15 months.

MILITARY LEAVE

A classified employee who is a member of a reserve component of the United States Armed Forces is entitled to a Leave of Absence without loss of pay, time or efficiency rating on all days during which he is ordered to training duty, as distinguished from active duty, with troops or at field exercises, or for instruction. The Leave of Absence may not exceed thirty (30) working days in any one calendar year.

MATERNITY/PATERNITY/ADOPTIVE LEAVE

Upon request, an employee may claim Sick Leave for disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom, resulting in absence from work.

The stage of pregnancy at which maternity leave is requested and return to work following birth shall be determined by the employee's physician of her choice. Such determination will be based on the employee's readiness to resume service to the district.

Maternity, Paternity, or Adoptive Leave Without Pay, may be granted upon request

PUBLIC OFFICE LEAVE

Leave without pay may be granted by the School Board at the request of any full time classified employee elected or appointed to a government office. All employees granted Public Office Leave will be entitled rights outlined by Alaska Statutes.

**Classified Personnel
ANNUAL LEAVE**

BP 4262

Full year managerial or supervisory classified employees not covered by a negotiated agreement shall receive 25 days annual leave per year. Annual leave shall be scheduled in advance and used at the convenience of the school district, and shall be taken only after approval through the Office of the Superintendent.

Other full year, permanent, classified employees may also accumulate annual leave. The Superintendent shall establish an annual leave schedule for the allocation of annual leave for full year, permanent, classified employees.

Employees are encouraged to plan for and use their annual leave. Annual leave in excess of 50 days shall be forfeited on March 1 of each year, unless other arrangements for use of leave are made through the Superintendent.

ANNUAL LEAVE

1. Accumulation of Leave – Annual leave for full year employees may be accumulated up to a maximum of 50 working days. Any annual leave accumulated by an employee beyond 50 working days shall be used or forfeited on March 1. Exceptions may be granted by the Superintendent in extenuating circumstances when a schedule for use of leave is agreed upon.
2. Limitation of Compensation – No employee may draw annual leave pay while being on duty for additional compensation in any position by the school district.
3. Cash Value – Annual leave pay upon termination shall be computed to the nearest whole day, with less than 1/2 day being forfeited and any fraction over 1/2 counted as a whole day.
4. Half-Time Employees – Leave days for permanent employees working half-time shall be stated in half-days. Full year employees changing from half-time to full-time employment shall have their accumulated annual leave days divided by two.
5. Leave Accrual Schedule – Permanent full-time or half-time full year employees not covered by a negotiated agreement shall accrue annual leave at the following rate:

1st year – 13 days	9th year – 19 days
2nd year – 13 days	10th year – 25 days
3rd year – 16 days	11th year – 25 days
4th year – 16 days	12th year – 25 days
5th year – 19 days	13th year – 26 days
6th year – 19 days	14th year – 27 days
7th year – 19 days	15th year – 28 days

BEREAVEMENT LEAVE

Bereavement leave will be administered in accordance with the District's negotiated agreements. Those employees not working under a collective bargaining agreement are entitled to a maximum of five (5) days of bereavement leave per calendar year. Only death in the immediate family shall entitle those not part of a collective bargaining agreement to bereavement leave, not deductible from sick leave. An additional two (2) days may be taken for travel outside the Borough.

Immediate family shall be considered persons having the relationship of husband, wife, father, son, daughter, mother, brother, sister, parent-in-law, brother or sister-in-law, son or daughter-in-law, grandparent, grandchild, or persons living at the employee's household as a part of the family.

COURT LEAVE

A classified employee selected to serve as a juror, witness or for similar court appearances shall be granted leave without loss of pay or other benefits. The amount equal to the remuneration received while in the capacity of juror shall be returned to the school district

Court leave or sick leave is not available if the employee is to appear as an interested party in an action against the District. An employee, while being a defendant in a civil or criminal case who is not found guilty or liable, shall be granted Court Leave.

COURT LEAVE

1. Compensation – No change in payroll is required for employees serving on jury duty. School District checks will be issued as usual, so long as the employee is following the policy and regulations pertaining to jury duty and turning all court system checks into the district's business office.
2. Return to Work – Employees excused from jury duty shall promptly return to work to complete the shift.
3. Shift Exchange – Employees serving on short-term jury duty assignments and working full shifts may legitimately collect their regular and their court system pay, so long as one duty does not interfere with the other.
4. Jury Duty Pay for Rest Time – Swing shift employees called for morning Jury Duty may be allowed four (4) hours rest time at the end of the swing shift occurring before the court established reporting time. This allowance is made in order to provide the courts with well rested jurors. Employees and supervisors are encouraged to monitor this privilege carefully.

EMERGENCY LEAVE

Emergency leave with pay consisting of up to five (5) days plus two (2) additional for travel time, (if required for emergency outside vicinity) may be granted to classified employees by the Superintendent.

Emergency leave is available only in cases when no other paid leave is applicable. Application for Emergency leave is made to the employee's supervisor and granted by the Office of the Superintendent.

UNAUTHORIZED LEAVE

An employee is deemed to be on unauthorized leave at such time and on such occasions as the employee may absent himself from required duties.

UNAUTHORIZED LEAVE

1. Definition – Unauthorized leave is defined as non-performance of duties and responsibilities as defined by their supervisor, policies of the Board and administrative regulations of this school district. Such unauthorized leave may include but is not limited to collective refusals to provide service, unauthorized use of sick leave, unauthorized use of other leave benefits, or non-attendance at required meetings.
2. Disciplinary Action – Unauthorized leave shall constitute a break of contract and, therefore, any result in the initiation of dismissal procedures, loss of salary or such disciplinary action as may be deemed appropriate.
3. Verification of Absence – The Superintendent or the supervisor of the employee may require physician's or other verification as to an employee's claimed reason for absence in any situation in which it is believed that no valid grounds exist for the employee's claim for absence. Such verification shall be made within five days of the absence.