

Article 2 – Employment, Compensation and Benefits

Article 2 – EMPLOYMENT, COMPENSATION AND BENEFITS

Section 1 Employment

Employment occurs when the employee signs the Employment Agreement and the Board of Education approves such agreement.

Classified employees may be asked in the spring whether they wish to continue in employment during the following school year. This is done for staff planning purposes and does not constitute an offer of employment.

Should an employee wish to resign from employment the employee should give two weeks' written notice of resignation to the Superintendent. The request to resign will be acted upon by the Board of Education.

Classified employees are "at-will" employees, and may be terminated at any time by the school district. Notice of termination may be delivered by the administration or Board of Education. The termination of employment will be acted upon by the Board of Education at a regular or special meeting.

Section 2 Assignments

The duties to be performed by an employee with the District shall be subject to assignment by the Superintendent. Job descriptions, where available, provide additional information about the position duties.

An employee will be expected to devote full time during days of school to the employee's position and to diligently and faithfully perform the assigned duties to the best of the employee's ability.

Section 3 Personnel File

The District will follow the requirements of state and federal law and regulation with regard to employee personnel files. Employees are to notify the Superintendent's office of any changes in contact information. For a name change, provide your new social security card. Employees may contact the Superintendent to request a review of their personnel file.

Section 4 Grievances and Complaints

Employment related grievances or complaints shall be addressed through the administrative chain of command following the process set forth in board policy.

Section 5 Compensation

Compensation. Compensation is paid only as authorized by the Board of Education.

Salary Payments. Salary is payable on a once per month basis for those months when services are performed. Employees will be paid on the 20th of the month, or the last preceding school day, if the 20th falls on a vacation or week-end day. In emergency cases exceptions may be made, subject to the approval of the Board. In no case shall the Board advance more than one month's salary. Upon separation of an employee's employment, or upon fulfillment of the

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contract, the employee may, at the option of the Board, be paid all wages due in one lump sum. Reimbursements for mileage or other expenses will be considered separate from compensation.

Section 6 Benefits

Classified employees are provided benefits as described in school board policy. Employees shall make annual fringe benefit elections by September 1 of each school year. Should an employee fail to make such election, the employee election from the immediately preceding school and contract year shall be continued. Each employee is responsible for informing the Office of the Superintendent in writing of any changes in benefit status.

Continued health insurance benefits are available through COBRA subject to certain qualifying requirements. A Notice of COBRA Continuation Coverage Rights will be provided to you or will be made available upon request from the Superintendent's office.

The Health Insurance Portability and Accountability Act (HIPAA) provides rights and protections for participants and beneficiaries in group health plans. HIPAA includes protections for coverage under group health plans that limit exclusions for preexisting conditions; prohibit discrimination against employees and dependents based on their health status; and allow a special opportunity to enroll in a new plan to individuals in certain circumstances. HIPAA may also give you a right to purchase individual coverage if you have no group health plan coverage available, and have exhausted COBRA or other continuation coverage. Further information may be obtained from the Plan Administrator of the group health plan.

Section 7 Payroll and Payroll Deductions

Wages/salary and benefits are paid in accordance with the individual employment contracts and negotiated agreement, if any. Payroll deductions shall be made in accordance with law and the negotiated agreement, if any.

Section 8 Expense Reimbursement

Reimbursement for authorized mileage will be paid to employees required to drive their own vehicles during their regular scheduled working hours between two or more work sites. Claims for reimbursement should be submitted to the employee's immediate supervisor. The allowable rate shall be governed by Board policy, unless otherwise required by law. The District is not liable for physical damage to employee vehicles.

Necessary materials and supplies are provided by the District. If an employee needs additional materials for performance of duties, the request should be made to the employee's immediate supervisor. Employees who purchase materials or supplies without advance approval may not be reimbursed.

Reimbursement for meals or other expenses related to District-required travel must be submitted to and approved by either the Principal or, if the expense relates to an activity, by the Athletic Director. The request for reimbursement should include a voucher sufficient to establish that the expense was actually incurred and that the expense was reasonable and related to a school-purpose.

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Section 9 Overtime

Overtime is paid to classified employees in accordance with the Fair Labor Standards Act (FLSA). A publication provided by the federal government which provides more information about the FLSA is attached as Appendix “A” to this handbook.

Classified employees may be classified as either “exempt” or “non-exempt” for overtime purposes. Employees who are classified as exempt employees are not eligible for overtime, while those who are “non-exempt” are eligible for overtime.

Non-exempt employees will be expected to accurately report hours worked. Falsification of time cards is a serious offense.

Non-exempt employees must receive prior approval from their supervisor to work additional hours beyond their regular work schedule. Non-exempt employees will be paid for each hour worked in excess of 40 hours in a workweek and are expected to accurately and timely report overtime hours to their supervisor. The regular workweek for overtime purposes is from 12:00 a.m. on Monday through 11:59 p.m. on Sunday. The administration may establish a different 7-day period workweek from time to time for specified employees or employee groups.

Overtime pay for non-exempt employees will be paid at the rate of not less than 1½ times the employee's regular rate of pay for hours worked in excess of the 40 hour workweek. Employees with two or more non-exempt positions may be eligible for overtime pay based upon the total number of hours worked in one workweek. If applicable, the employee and the Superintendent will agree upon the overtime rate, in compliance with FLSA regulations.

A non-exempt employee may request compensatory time in lieu of overtime pay, with approval of the employer, with the rate figured as 1½ times the number of hours worked in excess of 40 hours in any work week. Compensatory time may be accumulated up to 40 hours upon approval by their supervisor. Any accumulation of compensatory time over 40 hours must be approved by the Superintendent. The FLSA limits the accumulation of compensatory time to 240 hours.

The District's policy is to not permit improper deductions from the salary of exempt employees who are required to meet a “salaried basis” test for the overtime exemption to be applicable. An employee who feels an improper deduction affecting exemption status has occurred may submit a complaint to the Superintendent or the Superintendent's designee, who shall promptly investigate the complaint. Reimbursement shall be made and a good faith commitment to comply in the future will be given in the event it is determined that an improper deduction affecting overtime exemption has been made.

The District's policy is to authorize unpaid disciplinary suspensions of a full day or more for infractions of workplace conduct rules and to apply such policy uniformly to all similarly situated employees, including exempt employees who are required to meet a “salaried basis” test for the exemption to be applicable. Unpaid disciplinary suspensions of a partial day or of a full day or more may be implemented for infractions of safety rules of major significance. Deductions of pay of a partial day or of a full day or more may be made for FMLA leaves and in the first and last weeks of employment. In addition, based on principles of public accountancy,

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deductions from pay of a partial day or of a full day or more will be made for absences for illness, injury or personal reasons when accrued leave is not used or not available, and for absences due to any budget-required furlough.