Lake & Peninsula School District

CLASSIFIED EMPLOYEE HANDBOOK

BENEFITS & PERSONNEL POLICIES

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Our Mission

We will nourish student growth by investing in partnerships & implementing culturally responsive, place based education.

Our Vision

We grow self-directed, life-long learners who are grounded in their culture & contribute to their communities.

Welcome to LPSD!

On behalf of the School Board and the entire Lake and Peninsula School District, I welcome you to our team as a classified employee. You are joining a dedicated community that stretches across the entire Lake and Peninsula Borough where we are all working toward a shared goal of excellence for our students.

The District is committed to providing a program of instruction that offers every child the opportunity to develop to the maximum of their individual capabilities. As a classified staff member, you play a crucial role in this mission. Our vision is to develop "Life-Ready" productive citizens who are positive role models, self-directed learners, and resilient individuals prepared to succeed in college or careers. Whether you are supporting our classrooms, maintaining our facilities, or ensuring our operations run smoothly, your work helps our students stay culturally connected and academically empowered.

This handbook outlines the School Board policies, procedures, benefits, and working conditions that serve as a framework for our daily decisions. Our goal is to maintain an employee-friendly environment that fosters a rich educational experience for students while honoring the wealth of knowledge and expertise you bring to our district. We pride ourselves on being an equal opportunity employer, offering fair treatment based on merit and complying with all federal, state, and local labor laws.

Please keep in mind that this handbook is a guide for your employment and is not a contract. Only a written agreement signed by the Superintendent can change the nature of an individual's employment. The policies herein may be updated or changed at the discretion of the School Board or Superintendent to best serve the evolving needs of our schools. It is your responsibility to remain current on these policies throughout your time with us.

We truly get to live and work in one of the most amazing places in the world. Through strong partnerships with parents, families, and community stakeholders, we are investing in the future of our region. Thank you for choosing to bring your talents to LPSD and for the vital role you will play in preparing our students for the world ahead.

Sincerely,

The Superintendent

BOARD POLICIES

BOARD POLICIES

Drug and Alcohol-free Workplace

BP 4020

The School Board believes that the maintenance of drug-free and alcohol-free workplaces is essential to school and district operations. No employee shall unlawfully manufacture, distribute, dispense, possess, use or be under the influence of any alcoholic beverage, drug or controlled substance before, during or after school hours at school or in any other district workplace or at any district-sponsored activity.

The Superintendent or designee shall:

1) Publish and give to each employee a notification of the School Board's policy mandating a drug-free and alcohol-free workplace. The notification shall specify the actions that will be taken against employees who violate these prohibitions. It also shall state that as a condition of employment, the employee will abide by the terms of this policy and notify the employer of any criminal drug or alcohol conviction for a violation occurring in the workplace. Such notice by the employee must be made within five (5) days from the date of the conviction.
    a. For the purpose of this policy, "conviction" shall mean a finding of guilt by any judicial body charged to determine violations of federal or state criminal drug or alcohol laws, whether such finding is made following a trial or by entry of a plea of guilty or *Nolo Contendere*.
2) Establish a drug and alcohol awareness program to inform employees about:
    a. The dangers of drug and alcohol abuse in the workplace.
    b. The district policy of maintaining drug-free and alcohol-free workplaces.
    c. Any available drug and alcohol counseling, rehabilitation, and employee assistance programs known to the district.
    d. The penalties that may be imposed on employees for drug and alcohol abuse violations.
3) Notify the appropriate federal granting or contracting agencies within ten days after receiving notification from an employee, or otherwise, of any conviction for a violation occurring in the workplace.
4) Initiate disciplinary action within 30 days after receiving notice from an employee, or otherwise, of a conviction for a violation in the workplace. Such action shall be consistent with state and federal law, the appropriate employment contract, the applicable collective bargaining agreement, and district policy and practices.
5) Make a good faith effort to maintain a drug- and alcohol-free workplace throughout the district.

When required by law, the Superintendent or designee shall terminate an employee. When termination is not required by law: The Superintendent or designee shall (a) take appropriate disciplinary action, including termination when warranted, or (b) require the employee to satisfactorily participate in, and complete, an approved drug assistance or rehabilitation program. The Superintendent or designee's decision shall be made in accordance with relevant state and federal laws, employment contracts, collective bargaining agreements, and district policies and practices.

Nondiscrimination in Employment

BP 4030

The district and its employees shall not unlawfully discriminate against or harass employees or job applicants on the basis of sex, race, color, religion, national origin, ancestry, age, marital status, changes in marital status, pregnancy, parenthood, physical or mental disability, Vietnam era veteran status, genetic information, or good faith reporting to the School Board on a matter of public concern.

Equal opportunity shall be provided to all employees and applicants in every aspect of personnel policy and practice.

The district shall not discriminate against persons with physical or mental disabilities who, with or without reasonable accommodation, can perform the essential functions of the job in question.

Legal Status Requirement

BP 4111.2/4211.2/4311.2

The Immigration Reform and Control Act of 1986 (IRCA) requires employers to hire and retain only individuals who are authorized to work in the United States.

To enforce these guidelines, IRCA requires an employer to verify a potential employee's eligibility by completing the Employment Verification Form (Form I-9). By completing Form I-9, the employer is certifying that it has viewed documents proving that the potential employee is authorized to live and work in the United States.

All employees are asked to provide original documents verifying their right to work in the United States and to sign a verification form (Form I-9). If an individual cannot verify his or her right to work within three days of hire, Lake and Peninsula School District must terminate his or her employment.

Please contact the Human Resources Department with questions or concerns. email: hr@lpsd.com

Health Examinations

BP 4112.4/4212.4/4312.4

Employees may be required to pass a physical and/or psychological examination any time such an examination appears necessary to preserve the health and welfare of district students and employees, or to furnish medical proof of physical or mental ability to perform satisfactorily the assigned duties of an individual's position, or as a condition of employment.

(cf. 4119.41 - Employees with Infectious Disease)

Security Check

BP 4112.5/4212.5/4312.5

The School Board desires to hire personnel whose background and behavior exemplifies a standard deemed appropriate for individuals working with children. Effort will be made to investigate the background of applicants, prior to hire in the district. This investigation will include questions related to an applicant's background and criminal history and may include a fingerprint check.

Falsification of information during the interview or on the application shall be grounds for immediate removal from consideration for a position or dismissal from a currently held position.

Security Check

AR 4112.5/4212.5/4312.5

1) No individual will be hired by the district until a background investigation has been completed. Under emergency circumstances, the Superintendent or designee can waive this requirement to allow someone to work until the investigation is complete.
2) 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.
3) Applications from persons who have been convicted or plead guilty or no contest (including forfeiture or bail) to any crime or violation (excluding minor traffic violations) not covered in (2) nor (3) will be considered by the Superintendent or designee on a case-by-case basis and notice given to the School Board prior to hire or being hired by the district.
4) If charges are pending, no action will be taken on the individual's application until disposition of the charges.

Personnel Records
BP 4112.6/4212.6/4312.6

Personnel records shall be kept for all current employees and shall include information usually expected in good personnel administration. Records shall be kept for all former employees, including such information as shall seem appropriate to the administration.

All personnel files are confidential and shall be available only to the employee, persons authorized by the employee, the Superintendent or designee, and those individuals authorized by the Superintendent or designee or School Board in accordance with administrative procedures. School Board members may request to review an employee's file at a personnel session of the School Board.

Employees shall be notified whenever derogatory information is to be placed in their personnel files. Employee may review and comment on the contents of this personnel file. Personnel records shall be made available for inspection by the employee at an off-duty time. Inspection shall take place in the presence of an administrator.

Employment of Relatives
BP 4112.8/4212.8/4312.8

In order to preclude situations, which could bring about a conflict of interest for members of the administrative staff, an employee shall not be appointed to a position where a member of his/her immediate family maintains supervisory or evaluation responsibilities for the position. Immediate family members may be employed at the same department or work location with the approval of the Superintendent or designee.

The School Board recognizes that factors such as remote locations and a lack of qualified job applicants may justify the employment of family members of the Superintendent or designee or School Board.

An immediate family member of a School Board member may be employed by the district if he/she is the most qualified applicant, has been approved by the School Board, and such employment has received the written approval of the Commissioner of Education. An immediate family member of the Superintendent or designee may be employed by the district with written approval of the School Board. (AS 14.14.140)

Assignment and Transfer
BP 4113.1/4213.1/4313.1

Each employee of the District shall be assigned to a specific position by the direction of the Superintendent or Chief School Administrator or his/her designee and may be transferred to any other position as the Superintendent or Chief School Administrator may direct. No employee of the District shall have any vested contractual right to remain at any location in the District.

Transfers may be made at the initiative of the Superintendent or Chief School Administrator or other Administrative officer or at the request of the employee for any purpose which, in the judgment of the Superintendent or Chief School Administrator, is for the welfare of the employee or the school system.

Whenever possible an employee will be personally interviewed by the Superintendent or Chief School Administrator or designee prior to determining a transfer. If a personal interview cannot be held, written notification will be given.

Termination Agreements
BP 4117.5/4217.5/4317.5

The School Board should not enter into termination agreements without legal advice in light of Anchorage School District v. Anchorage Daily News which found that a district's settlement agreement could not be kept confidential under Alaska public records law.

The School Board believes that it is incumbent upon school districts to provide a truthful account of the reasons why an employee has left district employment. The School Board therefore does not look with favor on termination settlement agreements, which prevent the district from giving prospective employers this information. If a termination agreement is made, the Superintendent or designee shall inform prospective employers that such an

agreement has been made and may give out information as provided for in the agreement.
(cf. 4112.61 - Employment References)

In all cases in which an employee's conduct warrants probable cause for the suspension or revocation of the employee's teaching credential, the Superintendent or designee shall report the employee's suspension, termination or resignation to the Professional Teaching Practices Commission.

Sexual Harassment

BP 4119.11/4219.11/4319

The School Board is committed to the elimination of sexual harassment in district schools and activities. Sexual harassment is strictly prohibited and will not be tolerated. This policy prohibits sexual harassment of students or staff by other students, staff, School Board members or third parties. "Third parties" include, but are not limited to, school volunteers, parents, school visitors, service contractors or others engaged in district business.

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when:

1) Submission to the conduct is made either an explicit or implicit condition of employment, status or promotion.
2) Submission to or rejection of the conduct is used as the basis for an employment decision affecting the harassed employee.
3) The harassment substantially interferes with an employee's work performance or creates an intimidating, hostile, or offensive work environment.
4) Submission to, or rejection of, the conduct is the basis for any decision affecting benefits, services, honors, programs or other available activities.

An employee or School Board member who feels that he/she is being harassed should immediately report the incident to the immediate supervisor of the accused employee or the appropriate personnel department official, without fear of reprisal. All complaints about behavior that may violate this policy shall be promptly investigated. The personnel department shall be informed of all such complaints and will assist in the investigation and resolution of complaints. An employee making a complaint of sexual harassment shall not be required to resolve the complaint directly with the offending person.

The initiation of a complaint in good faith about behavior that may violate this policy shall not adversely affect the terms or conditions of employment or the work environment of the complainant. There shall be no retaliation by the district against any person who, in good faith, reports, files a complaint or otherwise participates in an investigation or inquiry of sexual harassment.

It is the intent of the School Board that appropriate corrective action will be taken by the district to stop the sexual harassment, prevent its recurrence and address negative consequences. Employees in violation of this policy shall be subject to discipline, up to and including dismissal and/or additional sexual harassment awareness training, as appropriate. Other individuals whose behavior is found to be in violation of this policy shall be subject to appropriate sanctions as determined and imposed by the Superintendent or designee or School Board.

The Superintendent or designee shall ensure prompt and strict enforcement of School Board policy.

Harassment

BP 4119.12

The School Board recognizes that harassment can cause embarrassment, feelings of powerlessness, loss of self-confidence, reduced ability to perform schoolwork, and increased absenteeism or tardiness. The School Board shall not tolerate the harassment of any student by any other student or district employee. Any student or employee who is found guilty of harassment shall be subject to disciplinary action.

Harassment means intimidation by threats of or actual physical violence; the creation by whatever means of a climate of hostility or intimidation; or the use of language, conduct, or symbols in such a manner as to convey hatred, contempt, or prejudice or to have the effect of insulting or stigmatizing an individual. Harassment includes, but is not limited to, harassment on the basis of race, sex, creed, color, national origin, religion, marital status, or disability.

To promote an environment free of harassment, the Principal/Head Teacher or designee shall take appropriate actions such as removing vulgar or offending graffiti, establishing site rules, and providing staff in-service or student instruction and counseling. Principal/Head Teachers shall discuss this policy with their employees and shall assure them that they need not endure any form of harassment.

The School Board encourages students or staff to immediately report incidences of harassment to the Principal/Head Teacher or designee. The Superintendent or designee shall promptly investigate each complaint of harassment in a way that ensures the privacy of all parties concerned. In no case shall the student or staff member be required to resolve the complaint directly with the offending person.

Notice of this policy will be circulated to all district schools and departments and incorporated in teacher and student handbooks.

Code of Ethics

BP 4119.21/4219.21/4319

The School Board expects district employees to maintain the highest ethical standards, to follow district policies and regulations, and to abide by state and national laws. Employee conduct should enhance the integrity of the district and the goals of the educational program.

The School Board encourages district employees to accept as guiding principles the codes of ethics published by professional associations to which they may belong.

Unauthorized Release of Confidential Information

BP 4119.23/4219.23/4319

District employees shall maintain the confidentiality of all confidential records until such time as laws, state regulations and/or bylaws of this district permit disclosure. Information and records pertaining to executive sessions, negotiations and student records, including individual test results, are not subject to public disclosure.

Any employee who willfully releases confidential information about students, staff, or any topic properly confined to an executive session shall be subject to disciplinary action up to and including dismissal from district service. Any action by an employee, which inadvertently or carelessly results in release of confidential information, shall be recorded, and the record shall be placed in the employee's personnel file.

Depending on the circumstances, the Superintendent or designee may deny the employee further access to any privileged information and shall take any steps necessary to prevent any further unauthorized release of such information.

Political Activities of Employees

BP 4119.25/4219.25/4319

The School Board believes that district employees have an obligation to prevent the improper use of school time, materials or facilities for political campaign purposes. The Superintendent or designee shall regulate political activities on school property. All employees are prohibited from engaging in any activity in the presence of students during performance of the employee's duties, where the activity is designed or intended to promote, further, or assert a position on any voting issue, School Board issue, or collective bargaining issue.

The School Board respects the right of school employees to engage in political activities on their own time. When engaging in political activities, employees shall make it clear that they are acting as individuals and not as representatives of the district.

Violations of this policy may result in disciplinary action.

Employees with Infectious Disease

BP 4119.41/4219.41/4319

The School Board encourages each employee to inform the district as soon as possible if he/she contracts an infectious disease, which creates a physical or mental disability. The School Board will reasonably accommodate the needs of such individuals.

Situations requiring special consideration shall be dealt with on a case-by-case basis by the Superintendent or Chief School Administrator and/or Board.

The School Board may re-assign or grant disability leave to an employee who is unable to perform his/her job responsibilities because of illness or because the employee's illness significantly endangers his/her health or safety or the health or safety of others.

No employee will be discriminated against because of his/her disability. Legal protections established for disabled persons extend to individuals significantly impaired by infectious diseases.

Decisions regarding reasonable accommodation of employees with infectious diseases should be made in consultation with one or more medical doctors, including the employee's physician, and with legal counsel. When the district's medical expert, the employee's treating physician and the district's legal counsel do not agree as to what accommodation is reasonable, the Superintendent or designee may convene a medical review panel consisting of a public health physician with expertise in infectious disease, the employee's treating physician, the employee and/or employee's representative, and the Superintendent or designee. All determinations regarding reasonable accommodation should be reviewed by legal counsel.

When informed that an employee has a disabling infectious disease, the Superintendent or designee may request that the employee sign a release form to provide confidential medical information and records.

In determining a reasonable accommodation of the employee's condition, the Superintendent or designee may consult with public health officials or physicians with expertise in the diagnosis and treatment of infectious disease. The Superintendent or designee may also communicate with the employee's physician regarding the employee's ability to perform the essential requirements of the job with reasonable accommodation and without posing significant health or safety risks to the employee or others.

The Superintendent or designee shall prepare a confidential report which includes his/her recommendation and the medical information upon which it is based. These recommendations shall take into consideration:

1) The nature of the disease and the probability of its being transmitted, including the duration and severity of the risk.
2) The physical condition of the employee, including diagnosis, treatment, and prognosis of the condition.
3) The actual requirements of the employee's job and the expected type of interaction with others in the school setting.

This report shall be forwarded to the School Board for confidential review and action.

The job assignment of an employee with a disabling infectious disease shall be reevaluated whenever there is a change in medical knowledge or in the employee's medical regimen or health which might affect his/her assignment.

Confidentiality

The School Board and the Superintendent or designee shall ensure that employee rights to confidentiality are strictly observed. The district shall disclose medical record information only to the extent required or permitted by law. The medical records of any employee with a disabling infectious disease shall be held in strict confidence.

Substitute Teachers

BP 4121 SUBSTITUTE TEACHERS

The Personnel Office in cooperation with the Principal/Head Teacher shall arrange for substitutes to temporarily replace regular classroom teachers as needed. The Superintendent or Chief School Administrator must be notified if a person substitutes more than nineteen (19) continuous days. Persons holding Alaska Teaching Certifications or eligible for such should be given preferences for substitute teacher openings. Persons with college degrees or

experience will also be given preference to ensure the best possible education for the students. The substitute teacher will perform all duties required of the certificated teacher he/she is replacing. The substitute teacher will:

1) Report for duty and leave the school at the same time as the teacher they are replacing.
2) Perform all duties prescribed in the teaching being substituted for.
3) If called for duty prior to the time the regular teacher leaves, the substitute should meet with the teacher to review the lesson plans for the classes he/she will be teaching. a) The substitute teacher will meet with the Principal/Head Teacher when they report to the school on the day of duty to discuss the lesson plans for the day and any additional duties and responsibilities that may be required.
4) If called on the day of the substitute teacher duty, the substitute will meet with the Principal/ Head Teacher after reporting for duty. At this time, the substitute teacher will obtain the lesson plans from the Principal/Head Teacher and discuss any questions he/she may have. Any additional duties and responsibilities the Principal/Head Teacher may require should be discussed at this time.
5) Prior to leaving the school, the substitute teacher will meet with the Principal/Head Teacher and provide a written summary of the day's activities. This summary should include, but not be limited to the state of lesson completion, conduct of students, problem areas, and recommendations.
6) While employed as a substitute teacher for the District, the substitute will not conduct any personal business during duty hours.

AR 4121 SUBSTITUTE TEACHER RATE OF PAY

The following is the Substitute Teacher Pay Scale:

Non-Certificated: C-1 annual increases with Classified Scale

Non-Certificated w/ Bachelor's Degree: G-1 annual increases with Classified Scale

Certificated (Less than 20 days): M-1 annual increases with Classified Scale

Certificated Substitutes serving in a position 20 days or more will be paid at a rate of pay in accordance to placement on the Teacher Salary Scale.

To process payment the Principal/Head Teacher must prepare a substitute hire sheet for persons who are already employed by the District in some capacity. Hours will be recorded in the District’s automated time keeping software.

The records should indicate the teacher being substituted for and include the appropriate completed leave forms.

Grievances and Complaints

BP 4144/4244/4344

It is the intent and desire of the School Board that grievances and complaints of District employees be settled promptly and at the lowest possible management level. All employees are directed to observe the levels of authority in appealing for settlement of complaints arising from employment by the District.

A) In the case of certificated staff members, the procedures for filing and processing grievances are those agreed to between the School Board and The Lake and Peninsula Education Association and outlined in the current Negotiated Agreement.
B) Whenever grievances are filed by employees not covered by the provisions described in (A) above, the following procedures shall be adhered to. Grievances shall be first filed with immediate supervisor; if unresolved, grievances should be taken to the Superintendent or Chief School Administrator. He/she shall promptly examine all facts in the matter and attempt a satisfactory solution. If the grievant continues his/her complaint by requesting appeal to the School Board, the Superintendent or Chief School Administrator shall immediately file with the School Board a complete written report of all facts in the case. The decision of the School Board shall be final.

The following guidelines shall prescribe the manner in which complaints are handled:

1) A "complaint" shall be defined as an alleged misapplication of the district's policies, regulations, rules or procedures. Procedures for the resolution of employee complaints provide a route of appeal through administrative channels and to the School Board, if necessary. If the complaint is related to discrimination or harassment, the district's procedure for complaints concerning discrimination should be used.

2) So as not to interfere with school schedules, meetings related to a complaint shall be held before or after the complainant's regular working hours.
3) All matters related to a complaint shall be kept confidential. Only those individuals directly involved in resolving the complaint shall be informed of the complaint.
4) All documents, communications and records dealing with the complaint shall be placed in a district complaint file. No such material shall be placed in an employee's personnel file.
5) No reprisals shall be taken against any participant in a complaint procedure by reason of such participation.
6) Time limits specified in these procedures may be reduced or extended in any specific instance by written mutual agreement of the parties involved. If specified or adjusted time limits expire, the complaint may proceed to the next step.
7) Any complaint not taken to the next step within prescribed time limits shall be considered settled on the basis of the answer given at the preceding step.

Informal Complaints

Employees are encouraged to resolve complaints informally. Formal complaint procedures shall not be initiated unless informal efforts to resolve the complaint have been exhausted and the complainant has provided a written description of such efforts.

Formal Complaint Procedure - Step 1

If a complaint has not been satisfactorily resolved by informal procedures, the complainant may file a written complaint with the immediate supervisor or Principal/Head Teacher within 60 days of the act or event, which is the subject of the complaint.

Within five working days of receiving the complaint, the immediate supervisor or Principal/Head Teacher shall conduct any necessary investigation and meet with the complainant in an effort to resolve the complaint.

The immediate supervisor or Principal/Head Teacher shall present all concerned parties with a written answer to the complaint within ten working days after the meeting.

Formal Complaint Procedure - Step 2

If a complaint has not been satisfactorily resolved at Step 1, the complainant may file the written complaint with the Superintendent or designee within five working days of receiving the answer at Step 1. All information presented at Step 1 shall be included with the complaint; and the immediate supervisor or Principal/Head Teacher shall submit to the Superintendent or designee a report describing attempts to resolve the complaint at Step 1.

Within five working days of receiving the complaint, the Superintendent or designee shall conduct any necessary investigation and meet with the complainant in an effort to resolve the complaint.

The Superintendent or designee shall present all concerned parties with a written answer to the complaint within ten working days after the meeting.

Formal Complaint Procedure - Step 3

If a complaint has not been satisfactorily resolved at Step 2, the complainant may file a written appeal to the School Board within five working days of receiving the answer at Step 2. All information presented at Steps 1 and 2 shall be included with the appeal, and the Superintendent or designee shall submit to the School Board a report describing attempts to resolve the complaint at Step 2.

An appeal hearing shall be held at the next regularly scheduled School Board meeting which falls at least 12 days after the appeal is filed. This hearing shall be held in executive session if the complaint relates to matters properly addressed in executive session.

The School Board shall make its decision within 30 days of the hearing and shall mail its decision to all concerned parties. The School Board's decision shall be final.

Health and Welfare Benefits

BP 4154/4254/4354

The district shall provide health and welfare benefits for employees.

The Superintendent or designee shall advise all employees of their rights and responsibilities related to continuing their health insurance benefits when their eligibility changes.

Federal Consolidated Omnibus Reconciliation Act (COBRA)

Under COBRA, district employees may retain health insurance coverage when they reduce their working hours and/or are separated from employment. Continued coverage through the district shall also be made available to an employee's spouse and dependents upon the employee's death, separation or divorce, eligibility for Medicare or upon termination of a child's dependent status under the district health insurance program. Employees who are fired for gross misconduct may not retain health insurance coverage.

Persons who choose to retain health insurance coverage shall be charged the full costs of coverage within legal limits. Those who have reduced their working hours or who have been released from employment may retain the coverage for no more than 18 months. All other qualifying persons may retain the coverage for no more than 36 months. Coverage will end if the employee or beneficiary 1) fails to pay the insurance premium; 2) secures health insurance coverage through subsequent employment or remarriage; or 3) becomes eligible for Medicare benefits.

Employee Safety

BP 4157/4257/4357

The School Board believes that safety is every employee's responsibility. The School Board expects all employees to use safe work practices and to report and correct any unsafe conditions, which may occur. Supervisors shall constantly promote safety and correct any unsafe work practice through education, training and enforcement.

No employees shall be required to work under unsafe or hazardous conditions or to perform tasks, which endanger their health, safety, or well-being. Working conditions and equipment shall be maintained in compliance with standards prescribed by federal, state, and local laws and regulations.

Leave

BP 4161/4261

The School Board shall authorize employee absences as provided by law and School Board policy. The School Board recognizes the following justifiable reasons for absence:

1) Personal sickness or injury, pregnancy, jury duty, military service or emergencies beyond the employee's control.
2) Family illness, bereavement, religious observances and other personal reasons.
3) Situations stemming from occupational status such as attendance at meetings, conventions, in-service courses, seminars, etc.
4) Other situations for which leave is provided by law.

Sick Leave

BP 4161.1

Every certificated employee working five school days each week is entitled to one and one-third days of sick leave a month. Such leave for employees working less than five days per week shall be proportionately less. Unused days of sick leave shall be accumulated from year to year without limitation. The Superintendent or designee shall establish procedures for reporting and verifying such absences.

Teachers are subject to disciplinary action, up to and including termination, for misusing sick leave, including providing false information regarding the use of, or need for, sick leave.

AR 4161.1

After any absence due to illness or injury, the employee shall verify the absence by submitting leave in TimeClock Plus for classified staff, or in School ERP Pro (iVisions) for certified staff.

The district may additionally require written verification by the employee's doctor or practitioner. Such verification may be required whenever an employee's absence record shows chronic absenteeism or a pattern of absences immediately before or after weekends and/or holidays or whenever clear evidence indicates that an absence is not

related to illness or injury. Chronic absenteeism may be indicated when an employee has exhausted his/her entire sick leave benefit during three or more of the past five years.

At its expense, the district may require an employee to visit a physician selected by the district in order to receive a report on the nature and severity of an illness or injury. If the report concludes that the employee's condition does not warrant continued absence, the Superintendent or designee, after giving notice to the employee, may deny further leave.

Before returning to work, an employee who has been absent for surgery, hospitalization or extended medical treatment may be asked to submit a letter from his/her doctor stating that he/she is able to return and stipulating any recommended restrictions or limitations. The district may, at district expense, require the opinion of a physician chosen by the district.

Employee Notifications of Absence

Employees shall notify the district of their need to be absent as soon as such need is known, so that substitute services may be secured. This notification shall include an estimate of the expected duration of absence. If the absence becomes longer than estimated, the employee shall again notify the district of the need for a substitute. If the duration of absence is unknown or becomes shorter than estimated, the employee shall notify the district of his/her intent to return by at least 3 p.m. of the working day preceding the day he/she returns. If failure to so notify the district results in a substitute being secured, the cost of the substitute shall be deducted from the employee's pay.

Employee Absence

BP 4161.2/4261.2

Daily Absence

Employees of all classes shall not be absent from their respective duty stations during duty hours except on official business of The Lake and Peninsula School District or by permission of their immediate supervisors.

Any employee who must be absent from duty shall notify his/her immediate supervisor, in advance if possible, giving the reasons for such absence. Failure to give proper notification may result in loss of pay and other disciplinary action regardless of reason for absence.

Necessary instructions and forms for reporting absence to the District Office will be provided. Unexplained absences may be considered sufficient cause for dismissal.

Employees who have been absent three or more consecutive days due to illness shall provide the District Office with appropriate documentation from medical service providers that verify the illness or need for treatment.

Absence From Meetings

Employees of all classes shall not be absent from any meetings called by or at the direction of the Superintendent or Chief School Administrator of Schools unless excused by the Superintendent or Chief School Administrator or his/her designee.

Holidays

Holidays for certificated employees as established by State law are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day immediately following Thanksgiving Day, and Christmas Day. If one of these days falls on a Saturday, the Friday immediately preceding is a holiday; and, if one of the holidays falls on a Sunday, the Monday immediately following is a holiday. Holidays for classified employees shall be outlined in the Administrative Manual and Classified Employee Handbook.

Classified Absence

AR 4261

The Lake and Peninsula School District employees may not be absent from duty without proper authorization. However, regular classified employees (not temporary) do accrue leaves of various kinds.

It is the responsibility of the employee to request leave prior to being absent from duty. Except in an emergency such request must be made at least ten (10) days prior to the planned absence.

The Principal/Head Teacher will review and act on all leaves in accordance with the local situation, keeping in mind the effective operation of the school.

All absences of employees from duty must be shown on the electronic timesheet.

Leave must be entered into the electronic request system for the class of employee, classified hourly staff timekeeping and leave system is TimeClock+ and salary employees leave reporting system is School ERP Pro Employee Access. All leave is electronically submitted and approved. Employees may download and save leave approvals.

When an employee's approved absences exceed available leave time, the time is to be reported as leave without pay.

All leave without pay requires prior approval of the Superintendent or Designee. It should be understood that leave without pay is subject to denial depending on school needs.

All full-time classified employees may request use of accrued sick leave for personal illness. Classified employees may in special circumstances request use of accrued sick leave to attend to illness of immediate family member. Application shall be made through the Principal/Head Teacher to the Superintendent or Chief School Administrator.

Sick Leave: All permanent full-time employees receive 10.67 hours of sick leave per month. Permanent part-time employees receive a prorated time of the sick leave allotment per month. All permanent classified employees may request use of accrued sick leave for personal illness. In the use of sick leave, it is the responsibility of the employee to contact their supervisor no later than one half hour before the start of any school day they will be absent. When the illness exceeds 3 working days, written verification from a physician or health aide is required. Classified employees may in special circumstances request use of accrued sick leave to attend to illness of immediate family member. Application shall be made through the Principal/Head Teacher to the Superintendent or Chief Operating Officer. Should an employee so flagrantly misuse sick leave as to be contrary to District policy, it may be denied by recommendation of the Superintendent and approval of the School Board. In the use of sick leave, it is the responsibility of the employee to contact their supervisor no later than one half hour before the start of any school day they will be absent. Sick leave may also be approved for medical appointments. As a general rule no more than one day prior and one day after can be charged to sick leave in circumstances that require travel for medical appointments. The Superintendent or Designee may approve additional use of sick leave for travel. Consideration will only be given to requests received more than five days in advance of travel.

Bereavement Leave: All permanent employees with enough accrued sick leave can use this leave for a death in the immediate family. A maximum of seven (7) days can be requested. Application shall be made through the Head Teacher or Principal and the Superintendent. Immediate family shall include husband and wife, father and mother, son and daughter, brother and sister, grandparent, grandchild, and stepchild.

Annual Leave: Permanent full-time year-round employees earn 8.0 hours annual leave per month during their first year of employment, 10.6 hours per month during their second year of employment and 13.3 hours per month beginning with their third year of employment. Unused annual leave is paid at the individuals' hourly/daily rate upon separation. Classified Employees must exhaust all Annual Leave before applying for Leave Without Pay.

Temporary Military Service: Temporary military leave may be granted to regular full-time employees during the school year upon written request of the Military Authority, stating reasons why that service cannot be fulfilled during non- school periods. A copy of the orders shall also be filed within the Superintendent's office.

Jury Duty: When a classified employee is called for jury duty, that employee should be released for adequate time to fulfill his or her obligation. A classified employee shall notify his/her supervisor as soon as possible after receiving a notice for jury duty. This policy applies to jury duty only. It does not apply to other court appearances, such as in response to a subpoena.

Leave Without Pay: When circumstances require that an employee be absent from his/her job, and he/she is not eligible for either sick or annual leave, he/she shall request leave on a leave form for leave without pay.

Abandonment of Position: If an employee is absent from their duty station without prior contact with their direct supervisor disciplinary action will be considered up to and including dismissal.

Family and Medical Leave

BP 4161.4/4261.4/4361.4

The Board is committed to providing employees with family and medical leave in compliance with the Family and Medical Leave Act (FMLA) and the Alaska Family Leave Act (AFLA), as applicable. When both laws apply, the provisions more generous to the employee will govern.

In recognition that FMLA and AFLA provide some employer options for implementation of leave, the Board directs that leave under these laws will be implemented as set forth below. To the extent only AFLA leave applies, and AFLA does not contain specific requirements for implementation of that leave, the Board adopts by policy those procedures and employer rights set forth in FMLA and its regulations. The Superintendent shall develop regulations, in accordance with this policy, setting forth the qualifications, entitlements, and procedures for leave in compliance with these laws.

Eligibility for FMLA and AFLA leave, as applicable, shall be based entirely on eligibility criteria established by these laws. This policy is not intended to expand eligibility for FMLA or AFLA leave beyond that which is legally required.

Under FMLA, an employee who has worked for the District for at least one year, and for 1,250 hours over the previous twelve months, is entitled to up to 12 weeks of leave for qualifying events. Under AFLA, an employee who has worked for the District for at least 35 hours a week in the last six consecutive months, or at least 17.5 hours a week during the preceding twelve months, is entitled to up to 18 weeks of leave for qualifying events. Leave which qualifies under both FMLA and AFLA is to be used simultaneously.

Unused family and medical leave do not accumulate from year to year.

Reasons for Taking Leave

Covered employees will be granted leave for the following reasons:

1) To care for the employee's infant child during the first 12 months following birth;
2) To care for a child during the first 12 months following placement with the employee for adoption or foster care;
3) To care for a spouse, son, daughter, or parent with a serious health condition;
4) For incapacity due to the employee's pregnancy, prenatal medical care or child birth;
5) Because of the employee's own serious health condition that renders the employee unable to perform the employee's job;
6) If FMLA is applicable, for qualifying exigency leave if the employee's spouse, son, daughter, or parent is a military member and is on covered active duty; or
7) To care for a covered service member under the terms set forth in FMLA.

Notices

Required notices shall be posted by the District so that employees are aware of their rights and responsibilities when the need for family or medical leave arises.

All requests for family and medical leave shall be made in writing on a District form. The employee shall provide sufficient information to determine whether the leave qualifies for FMLA and/or AFLA leave.

The employee is required to provide advance notice, consistent with these laws, and leave may be denied if notice requirements are not met. The employee must ordinarily provide 30 days advance notice when the leave is foreseeable.

Concurrent Use of Paid Leave

FMLA and AFLA are unpaid leaves. However, the District has elected to require employees to substitute paid leave for unpaid leave taken for an FMLA or AFLA qualifying event. Paid leave substitutions will include personal leave

and annual leave; and sick leave if the employee requests leave because of the employee's own serious health condition or for another event for which sick leave may be used under District policies or negotiated agreements.

An employee's FMLA or AFLA leave runs concurrently with other types of paid leave and the District will give proper notice to the employee that FMLA or AFLA leave is being utilized. The substitution of paid leave for unpaid leave does not extend the maximum FMLA or AFLA leave period. When paid leave is exhausted, the remaining absences will continue to be FMLA or AFLA leave, as applicable, but will be unpaid.

Medical Certification and Fitness for Duty

The District requires medical certification and recertification of any serious health condition of the employee or qualifying family member. Failure to provide timely certification when requested will result in denial of leave.

Employees on FMLA or AFLA leave must periodically report on their status and intent to return to work.

Employees are required to provide a fitness-for-duty certificate upon returning from FMLA or AFLA leave when the leave is taken because of the employee's own serious health condition.

"Calendar Year" for Purposes of Leave Entitlement

For purposes of determining total leave availability for an eligible employee, the District utilizes a rolling twelve-month period measured backwards from the date leave is used, to avoid stacking of back-to-back leave entitlements.

Intermittent Leave

An employee will be denied intermittent leave or leave on a reduced leave schedule to care for an immediate family member with a serious health condition, of for the employee's own serious health condition, when the employee fails to establish, through medical certification, that there is a medical need for such leave, as distinguished from voluntary treatments and procedures, and/or the employee has failed to establish, through medical certification, that it is medically necessary for the leave to be taken intermittently on a reduced leave schedule.

Instructional Employees

Both the District, and its instructional employees, will comply with the special rules for instructional employees set forth in law. These rules shall be included in the regulations developed by the Superintendent.

Job Benefits and Protection

To the extent required by law, the District will maintain the employee's health coverage under any group plan. The employee will be required to continue making employee contributions as required by the plan. An employee who fails to return to work after expiration of his or her available leave may be required to reimburse the District for those benefits paid, as allowable by law.

The District will restore a returning employee to his or her original or an equivalent position, with equivalent pay, benefits, and other employment terms, unless restoration is not required by law. The employee will not lose any employment benefit that accrued prior to the start of the employee's leave.

The District will not interfere with, restrain, or deny to a qualifying employee any right provided by FMLA or AFLA. Nor will the District discriminate or retaliate against any person for utilizing leave, enforcing leave rights, or opposing any practice made unlawful by FMLA or AFLA, or for being involved in any proceeding related to these laws.

No Alternative Employment

The District prohibits employees who are on approved family and medical leave from engaging in other employment during the dates and times the employee would otherwise have been working for the District. Upon written request by the employee, the Superintendent may, in his or her sole discretion, grant an exception to this provision.

Enforcement of Rights

Employees who believe their rights under FMLA or AFLA have been violated are encouraged to bring this to the attention of the Superintendent or designee for investigation and resolution. Any employee may file a complaint with the U.S. Department of Labor for violations of FMLA, or the Alaska Department of Labor for violations of AFLA. An eligible employee may bring a civil action against an employer for violations.

The District reserves the right to take disciplinary action, up to and including termination, against any employee who abuses the rights, duties, and obligations of FMLA or AFLA.

Family and Medical Leave

AR 4161.4/4261.4/4361.4

The Superintendent or designee shall determine which sites are covered by Alaska's Family Leave Act (AFLA), by the federal Family & Medical Leave Act of 1993 (FMLA), or by both laws. Employees at the site shall be notified of this coverage determination through reasonable means. The determination of site coverage will be reviewed on a periodic basis.

A) **Eligibility for Leave**

Employees are eligible for FMLA leave if they:

1) Have been employed by the District for at least a year and have worked at least 1,250 hours in the preceding 12 calendar months immediately preceding the request for leave. Employers are required to count any service an employee had with an employer prior to a break in service of up to seven years toward his or her 12-month employment eligibility threshold; and
2) Are employed at a work site that has 50 or more employees within a 75-mile radius. This distance is measured by surface miles, using surface transportation over public streets or by waterways, using the shortest route.

Employees are eligible for AFLA leave if they:

1) Have worked for the District at least 35 hours per week for at least six consecutive months, or at least 17.5 hours per week for at least twelve consecutive months, preceding the request for leave; and
2) Are employed at a work site that has employed at least 21 employees within 50 road miles during any period of 20 consecutive workweeks in the preceding two calendar years.

Employees with questions about their eligibility for FMLA or AFLA leave should contact [title of leave administrator] for more information.

B) **Qualifying Reasons for Basic FMLA and AFLA Leave**

Employees who meet the eligibility requirements described above are eligible to take leave for the following reasons:

1) To care for the employee's infant during the first 12 months following birth;
2) To care for a child during the first 12 months following the employee's adoption of the child or foster care placement of the child with the employee;
3) To care for a spouse, child, or parent with a serious health condition;
4) For incapacity due to the employee's pregnancy, prenatal medical care, or childbirth; or
5) Because of the employee's own serious health condition that renders the employee unable to perform an essential function of his or her position.

Definitions. For purposes of the above:

"**Child**" means the employee's biological child, adopted child, stepchild, foster child, or legal ward, so long as the child is under 18 or, if 18 or older, is incapable of self-care because of mental or physical disability. However, under AFLA, "child" does not include stepchild for purposes of caring for the child following adoption.

"**Parent**" under AFLA means a biological or adoptive parent, parent-in-law, or stepparent. "Parent" under FMLA means biological, adoptive, step or foster parent, or any other individual who stood "in loco parentis" (in the role of a parent) to the employee when the employee was a child; it does not include parent-in-law.

"**Serious health condition**" means an illness, injury, impairment, or physical or mental condition that involves (1) inpatient care in a hospital, hospice, or residential health care facility; or (2) continuing treatment or supervision by a health care provider.

C) **Total Amount of Leave Availability**

FMLA provides up to 12 weeks of unpaid leave during any 12-month period, as defined by the District.

AFLA provides a total of 18 weeks of unpaid leave during any 24-month period because of a serious health condition of the employee or qualifying family member.

AFLA provides a total of 18 weeks of unpaid leave during any 12-month period because of pregnancy and childbirth or adoption. The right to take leave for this reason expires one year after the birth or placement of the child. The District can require that an employee using leave for this reason take the leave in a single block of time.

The District defines its 12-month period for determining total leave availability by use of the rolling calendar. The 12-month period is measured backwards from the first date for which leave is requested, to avoid stacking of back-to-back leave entitlements.

Married Couples
Special rules apply to married couples who are employed by the District:

FMLA: Under FMLA, two spouses together may take a *combined* total of 12 weeks leave during any 12-month period for birth or adoption of a child, or to care for the same individual with a serious health condition.

AFLA: Under AFLA, the District is not required to grant simultaneous leave to both spouses to care for a parent or child with a serious health condition.

D) **Military Family Leave**

FMLA provides for two types of Military Family Leave.

1) Qualifying Exigency Leave

Employees meeting FMLA eligibility requirements may be entitled to use up to 12 weeks of their basic FMLA leave entitlement to address certain qualifying exigencies. Leave may be used if the employee's spouse, son, daughter, or parent is a military member and is on covered active duty or called to covered active-duty status in the National Guard or Reserves in support of a contingency operation.

"Military member" includes members of the National Guard and Reserves and the Regular Armed Forces.

"Covered active duty" means deployment to a foreign country.

Qualifying exigencies may include:

- Short-notice deployment (up to 7 days of leave)
- Attending certain military events
- Childcare and school activities
- Addressing certain financial and legal arrangements
- Periods of rest and recuperation for the servicemember (up to 15 days of leave)
- Attending certain counseling sessions
- Attending post-deployment activities (available for up to 90 days after the termination of the servicemember's active-duty status)
- Caring for the military member's parent who is incapable of self-care when the care is necessitated by the member's covered active duty.
- Other activities arising out of the servicemember's active duty or call to active duty and agreed upon by the District and the employee.

2) Leave to Care for a Covered Servicemember

Employees meeting FMLA eligibility requirements may take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period.

A "covered servicemember" is a current member of the Armed Forces - including a member of the National Guard or Reserves, or a member of the Armed Forces who is on the temporary disability retired list - with a serious injury or illness incurred in the line of duty while on active duty, which may render the servicemember medically unfit to perform his or her duties, and for which the servicemember is undergoing medical treatment, recuperation, or therapy; or otherwise is in outpatient status.

A "covered servicemember" also includes covered veterans who are undergoing medical treatment, recuperation, or therapy for a serious injury or illness. A covered veteran is an individual who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran.

When both husband and wife work for the District, the aggregate amount of leave that can be taken by the husband and wife to care for a covered servicemember is 26 weeks in a single 12-month period.

E) **Use of Leave, Including Intermittent and Reduced-Schedule Leave**

An employee does not need to use FMLA or AFLA leave in a single block. Rather, leave can be taken intermittently or on a reduced leave schedule *when medically necessary*. Leave because of a serious health condition, or either type of family military leave under FMLA, may be taken intermittently (in separate blocks of time due to a single health condition) or on a reduced-schedule leave (reducing the usual number of hours worked per workweek or workday), so long as medically necessary.

If leave is unpaid, the District will reduce the employee's salary based on the amount of time worked. In addition, while an employee is on an intermittent or reduced-leave schedule, the District may temporarily transfer the employee to an available alternative position that better accommodates the recurring leave, and which has equivalent pay and benefits.

Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the District's operations. Leave may not be taken on an intermittent basis when used to care for the employee's own child during the first year following birth, or to care for a child placed with the employee for foster care or adoption, unless both the employer and employee agree to such intermittent leave.

Military family leave due to qualifying exigencies may also be taken on an intermittent basis.

F) **Right to Transfer for Pregnant Employee (Provided by AFLA Only)**

A pregnant employee entitled to AFLA protections may request a transfer to a suitable position. A position is suitable if: 1) it is an existing unfilled position in the same administrative division in which the employee is currently employed and is less strenuous or less hazardous than the employee's current position; 2) the transfer is recommended by a licensed healthcare provider; 3) the employee is qualified and immediately available to perform the duties of the position; and 4) the transfer will not subject the District to liability for violating a collective bargaining agreement or employment contract.

If an employee has requested transfer to a suitable position, the District may not fill the position with someone other than the requesting employee until the District has offered the position to the employee and the employee has refused.

An employee who transfers under this provision shall be compensated at the lesser of 1) the employee's compensation immediately before requesting the transfer; or 2) the compensation of the position into which the employee transfers.

G) **Pay, Benefits, and Protections During FMLA Leave**

FMLA and AFLA leave is unpaid. While on FMLA or AFLA leave, employees may be eligible for short- or long-term disability payments and/or workers' compensation benefits, if leave is taken because of an employee's own serious health condition.

Substitution of paid time off for unpaid leave. The District requires employees to substitute accrued paid leave for unpaid FMLA and AFLA leave, as determined by the terms and conditions of the District's normal leave policies or negotiated agreements.

If an employee requests leave because of birth, adoption, or foster care placement of a child, any accrued annual leave, personal leave, or other applicable leave, first will be substituted for unpaid family/medical leave.

If an employee requests leave because of the employee's own serious health condition, or to care for a covered family member with a serious health condition, any accrued paid annual leave, personal leave, sick leave, or other applicable leave, first will be substituted for any unpaid family/medical leave. The same rules apply for qualifying exigency leave or to care for a servicemember.

The substitution of paid leave for unpaid leave does not extend the total leave entitlement provided by FMLA or AFLA. Furthermore, in no case can the substitution of paid leave for unpaid leave result in the receipt of more than 100 percent of an employee's salary. An employee's family medical leave runs concurrently with other types of leave. FMLA and AFLA leave also run concurrently.

The employer will not provide paid sick leave or paid medical leave in any situation in which the employer would not normally provide such paid leave.

Medical and other benefits. During an approved FMLA leave, the District will maintain the employee's group health plan coverage as if the employee continued to be actively working. If paid leave is substituted for unpaid family medical leave, the District will continue to deduct the employee's portion of the health plan premium as a regular payroll deduction. If leave is unpaid, the employee must pay his or her portion of the premium through [the District should specify the method they will use].

If only AFLA leave applies, or if the employee qualifies for both FMLA and AFLA leave and FMLA leave has been exhausted, the District [will or may] require that the employee pay the full costs of health plan coverage as a condition of maintaining those benefits during any period of unpaid AFLA leave. Premium payments will be paid by the employee as set forth above.

An employee's healthcare coverage will cease if the employee's premium payment is more than 30 days late. If the payment is more than 15 days late, the District will send the employee a letter to this effect. If the District does not receive the payment within 15 days after the date of that letter, the employee's coverage may cease. If the employee elects not to return to work for at least 30 calendar days at the end of the leave period, the employee will be required to reimburse the District for the cost of the premiums paid by the District for maintaining coverage during the unpaid leave, unless the employee cannot return to work because of a serious health condition or other circumstances beyond the employee's control.

Use of FMLA or AFLA leave will not result in the loss of any employment benefit that accrued prior to the start of the employee's leave.

Return to job at end of FMLA leave. Upon return from FMLA or AFLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

H) **Instructional Employees (FMLA Leave Only)**

Special rules apply to school districts regarding FMLA leave. In cases where the special rules for instructional employees apply, the Superintendent may apply those special rules or the general FMLA rules as best serves the interests of the District.

"Instructional employees" are those employees whose principal function is to teach and instruct students in a class, small group or an individual setting. The term does not include administrators, teacher assistants or aides who do not have as their principal job actual teaching or instruction, nor does it include positions such as counselors, psychologists or curriculum specialists. It also does not include cafeteria works, maintenance workers, or bus drivers.

Summer months. For all District employees, instructional and non-instructional, whose positions do not work during the period between school years (the summer months), FMLA leave will only apply to scheduled workdays and is not counted over the summer break. Employees who end the school year on FMLA can continue FMLA at the beginning of the next school year, provided the employee has not used all of the twelve (12) weeks of their annual FMLA leave as allowed by law.

Medical treatment impacting on instructional time. If an instructional employee wants to take foreseeable intermittent leave or reduced-schedule leave because of planned medical treatment, and the leave is more than twenty (20) percent of the total number of working days in the period over which the leave would extend, the District may require the employee to take the entire period of leave in a block or may transfer the employee to an alternative placement for the period of planned leave. This decision is at the discretion of the District.

Leave towards the end of the school term. If an instructional employee begins FMLA leave more than five (5) weeks before the end of the term, and the leave lasts at least three (3) weeks, the District has the right to require the instructional employee to remain on leave for the rest of the school term.

If an instructional employee begins FMLA leave five (5) weeks or less before the end of the term, and the leave will last more than two (2) weeks for a reason other than his or her own health condition, the District has the right to require the instructional employee to remain on leave for the rest of the school term.

If an instructional employee begins FMLA leave with three (3) weeks or less before the end of the term and the leave will last more than five (5) working days for a reason other than his or her own health condition, the District has the right to require the instructional employee to remain on leave for the rest of the school term.

In the cases above where the District has exercised its right to extend the leave time, the leave is unpaid and is not charged against the employee's annual FMLA entitlement.

I) **Employee Responsibilities When Requesting Leave**

FMLA Requirements: If the need to use FMLA leave is foreseeable, the employee must give the District at least 30 days prior notice of the need to take leave. When 30 days' notice is not possible, the employee must give notice as soon as practicable (within 1 or 2 business days of learning of the need for leave except in extraordinary circumstances). Failure to provide such notice may be grounds for delaying the start of FMLA leave. Employees can be asked to explain why providing 30 days' notice of leave was not practicable.

AFLA Requirements: If the need to use AFLA leave is foreseeable based on an expected birth or adoption, or on planned medical treatment, the employee shall provide prior notice of the expected need for leave in a manner that is reasonable and practicable.

If the leave is foreseeable based on planned medical treatment, the employee shall make a reasonable effort to schedule the treatment so as not to unduly disrupt the District's operations, subject to the approval of the healthcare provider of the employee or the employee's child, spouse, or parent. Employees should attempt to schedule medical treatment around work so as to permit employees to work as much of their workday as possible.

Requests for family and medical leave should be submitted to [Human Resources or title of FMLA administrator] using the Request for Family/Medical Leave form available from [Human Resources; title of FMLA administrator].

When submitting a request for leave, the employee must provide sufficient information for the District to determine if the leave might qualify as FMLA/AFLA leave. The employee must also provide information on the anticipated date when the leave will start as well as the duration of the leave. Sufficient information may include that the employee is unable to perform job functions; that a family member is unable to perform daily activities; that the employee or family member needs hospitalization or continuing treatment by a healthcare provider; or the circumstances supporting the need for military family leave. Employees also must inform the District if the requested leave is for a reason for which FMLA/AFLA leave was previously taken or certified. Employees are required to provide a certification and periodic recertification supporting the need for leave for a serious health condition.

J) **Employer Responsibilities**

When an employee requests leave, the District will advise the employee within five (5) business days whether he or she is eligible under FMLA and/or AFLA leave, assuming the employee has provided the required information to allow the District to make this determination. If the employee is eligible, the employee will be given a written notice that includes details on any additional information he or she will be required to provide, including medical certification. If the employee is not eligible, the District will provide the employee with a written notice indicating the reason for ineligibility.

The District will designate all qualifying leaves as FMLA or AFLA leave, even if the employee has not made a family and medical leave request, for example, when requesting sick leave, requesting annual leave to care for a sick family member, or taking workers' compensation leave. Any leave for a serious health condition of more than three days may qualify for FMLA/AFLA leave. If an employee takes leave for a

medical condition involving more than three consecutive calendar days of incapacity and needs to have two visits to a healthcare provider, those visits must occur within 30 days of the period of incapacity for the condition to be classified as a serious health condition. Also, for a chronic serious health condition to be present, an employee must make at least two visits per year to a healthcare provider. If leave will be designated as FMLA or AFLA leave, the District will inform the employee in writing and provide information on the amount of leave that will be counted against the employee's leave entitlement under these laws.

K) **Medical Certification**

If the employee is requesting leave because of the employee's own or a covered family member's serious health condition, the employee and the relevant healthcare provider must supply appropriate medical certification. This is at the employee's expense. Employees may obtain Medical Certification forms from the Human Resources Department. When the employee requests leave, the District will notify the employee of the requirement for medical certification and when it is due, which shall be no more than 15 days after the leave request. If the employee provides at least 30 days' notice of medical leave, he or she should provide the medical certification before leave begins. Failure to provide requested medical certification in a timely manner may result in denial of leave until it is provided.

The District, at its expense, may require an examination by a second healthcare provider designated by the District, if it reasonably doubts the medical certification initially provided. If the second healthcare provider's opinion conflicts with the original medical certification, the District, at its expense, may require a third, mutually agreeable, healthcare provider to conduct an examination and provide a final and binding opinion.

The District requires subsequent medical recertification, at the employee's expense. Recertification shall be not more often than every 30 days, unless the law provides for more frequent recertification. Failure to provide requested recertification within 15 days, except in extraordinary circumstances, may result in the delay of further leave until it is provided. For employees on intermittent leave, the District will require recertification every six (6) months.

L) **Status Reporting While on Leave**

If an employee takes leave because of the employee's own serious health condition or to care for a covered family member, the employee must contact the District on [the first and third Tuesday of each month, for example] regarding the status of the condition and his or her intention to return to work. In addition, the employee must give notice as soon as practicable (within 2 business days, if feasible) if the dates of the leave change, are extended, or were unknown initially.

M) **Moonlighting Prohibited**

The District prohibits employees who are on approved family and medical leave from engaging in other employment during the dates and times the employee would otherwise have been working for the District. Should an employee desire an exception, the employee must submit a written request to the Superintendent. The written request must explain why the employee seeks to engage in work for another employer or entity and why such work is feasible when the employee is unable to work for the District. The Superintendent may grant, deny, or grant in part, the employee's request, within the Superintendent's discretion.

Civic Leave

BP 4161.7

Jury or Witness Duty

Any regularly contracted teacher or other full-time employee of the district who is required to be absent from duty pursuant to a court order, either as a witness or juror, shall receive regular salary/wage for such period of absence less any amounts received for such service. The payroll adjustment will be made at the first payroll period following such service.

Employees must show the jury duty summons to their supervisor as soon as possible so that the supervisor may make arrangements to accommodate their absence. Employees are expected to report for work whenever the court schedule permits.

Military Leave

Any regular full-time employee who is a reservist in any branch of the armed forces or a National Guard member shall be granted time off for military training or temporary military service required during the school year. An employee requiring such leave must notify his or her supervisor of the training schedule as far in advance as possible. An employee requiring such leave will receive regular pay during such service, less any military pay earned during that time, for a period authorized by law.

Any regular full-time employee with an active military obligation will be granted a leave of absence without pay if called to active duty within the U.S. armed services. However, eligible employees may use any available paid time off for the absence. Employees called for active duty will be entitled to reinstatement in accordance with all applicable state and federal laws.

Appointment and Conditions of Employment – Classified

BP 4212

Regular classified personnel may be employed ONLY for authorized positions.

District Administrators will keep the Principal/ Head Teachers advised of established positions, funded hours, program responsibilities, duties, etc.

All vacancies shall be submitted to the District Office for review and recommendation by Administrator and approved by Superintendent or Chief School Administrator.

Such procedure shall provide ample opportunity, including a minimum of one-week advertisement, for all local persons to apply.

AR 4212

1) Recruitment, Appointment, Promotion
   The recruitment and appointment of permanent full-time classified employees must follow the procedures listed below:
   a) A District Office vacancy shall be posted district-wide.
   b) A school vacancy shall be posted within the school community.
   c) Vacancies shall be posted with not less than one week's recruitment period before selection.
   d) If a classified personnel vacancy exists in one of the school units, the Principal/Head Teacher shall meet with the Local School Advisory Committee to consider applications and formulate a recommendation to be made to the Superintendent or Chief School Administrator.
   e) Appointment/Hire shall be by approval of the Superintendent or Chief School Administrator or Designee.
   f) Fringe benefits provided for classified employees are specified in the District Classified Employee Handbook.
   g) The District shall meet all criteria required to be an equal opportunity employer.
2) Included among classified personnel are chiefly, but not limited to, the following:
   a) Clerical (secretaries, clerks, typists)
   b) Cooks and other food service personnel
   c) Custodians
   d) Maintenance and operation employees
   e) Substitute teachers
   f) Teacher aides
   g) Bus Drivers

Selection of Classified Personnel

1) All vacancies shall be appropriately publicized in the community in order to ensure securing the best possible candidates.
2) The Principal/Head Teacher shall post a minimum of one week in public places, e.g. school, post office, local store, village office, for advertisement of classified vacancies for local persons to apply.
3) Local Hire Procedure for filling classified positions.
   a) The Principal/Head Teacher advises LSAC of vacancy and advertises opening to the public.

b) Interested persons complete job application form and give it to the Principal/Head Teacher. Principal/Head Teacher performs a background check on applicants.
c) The Principal/Head Teacher interviews applicants, and with the LSAC, recommends the most qualified to the Superintendent or Chief School Administrator.
d) The Principal/Head Teacher sends hire papers to Superintendent or Chief School Administrator to advise of local recommendations.
e) The Superintendent or Chief School Administrator advises the Principal/Head Teacher of approval or disapproval with rate of pay, if hired.
f) At the end of a 90-day probationary period, the Principal/Head Teacher evaluates and takes appropriate action.

4) Classified employees' pay is based on the job grade and years of experience. Therefore, a person working at two or more jobs may be paid at varying rates. The Classified Salary Schedule is included in the Classified Employee Handbook.
5) A person may be employed in more than one job as long as the work schedule does not conflict and the total hours to be worked do not exceed eight hours a day or 40 hours a week.
6) The Principal/Head Teacher must have the new employee complete the proper hire papers as soon as he/she is hired. Until all forms are received, no paycheck will be issued. **SEND FORMS IN IMMEDIATELY -- DO NOT WAIT UNTIL THE END OF THE PAY PERIOD**.

Health Examinations Communicable Diseases

BP 4212.4

Upon initial employment by the District, all employees whose duty assignments bring them into direct contact with pupils shall be required to have physical examinations.

A re-examination shall be required every three years.

The Superintendent or Chief School Administrator shall determine which, if any, employees have duty assignments sufficiently remote from pupil contact as not to be required to have examinations in accordance with State law.

The District may require physical examinations of employees whose duty assignments are not in contact with pupils when, in the opinion of the Superintendent or Chief Administrator of Schools, it is necessary for protection of the health and well-being of pupils and fellow employees.

The District, at its expense, may require a physical or other examination of employees at any time or at more frequent intervals than is required by "a" above in accordance with State law.

The medical examination form shall be prescribed by the District. All employees who will come into direct contact with children shall have a medical examination on file before beginning work.

All medical exams shall be completed by a licensed physician or the physician's designated nurse practitioner, or other qualified persons certified by the physician.

Communicable Diseases

No employee shall be excluded from employment, employment related activities or be restricted from using school facilities for the sole reason of having a communicable disease, including a disease known as Acquired Immune Deficiency Syndrome (AIDS), unless an employee's condition is inimical to the health and welfare of both students and staff as determined by competent medical personnel. Employees with communicable diseases are required to seek medical attention at the earliest opportunity. Such action enables the employee to return to work as soon as a determination is given by the employee's health care professional that the employee can safely resume work.

The reporting of an employee's medical condition to the school district is entitled to all the protection of the Family Educational Rights and Privacy Act, which includes confidentiality

All terms of employment concerning physicals and health as outlined in the Policy Manual, Administrative Manual, Alaska Statute, and Alaska administrative regulations will be adhered to.

Personnel with a physical condition, which is inimical to the welfare of students, as determined by the nearest health official, shall not be allowed to perform their regular duties until such time as the condition subsides.

Situations requiring special consideration shall be dealt with on a case-by-case basis by the Superintendent or Chief School Administrator and/or Board.

Evaluation/Supervision

BP 4215

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.

Evaluation/Supervision – Classified Personnel

AR 4215

Supervision

1) The Principal/Head Teacher is responsible for the supervision of all classified personnel assigned to the local school.
2) The following general supervisory rules will be helpful for getting the work done:
    a) Make the assigned work schedule clear--establish a regular time and follow it.
    b) Make work responsibilities clear--employees should be given a job description as well as a list of specific duties such as routine work, weekly work list, daily work list (if needed).
    c) Keep all employees informed about the school and District activities.
    d) Make sure all the employee's paperwork is completed to assure prompt payment and other benefits.

Evaluations

1) The Principal/Head Teacher is responsible for the evaluation of all classified employees assigned to the local school.
2) The Principal/Head Teacher shall formally evaluate each classified employee as follows:
    a. At the end of the first 90 days of work for new employees.
    b. Annually for all permanent classified employees--due in the District Office within 2 weeks of end of school year.
    c. At any time to commend an employee for excellence.
    d. At any time to document the need for improvement or termination.
3) Use the evaluation form provided for classified evaluations.

Probationary/Permanent Status

BP 4216

Employees newly hired in regular positions or promoted to higher-level positions within the classified service shall be considered probationary employees until having satisfactorily completed the designated probationary period of 90 days.

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

Resignation

BP 4217.2

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 supervisorial 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.

The Superintendent or designee is authorized to accept the written resignation of any employee on 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.

When an employee resigns, he/she should write a letter of resignation or complete the District resignation form. In addition, if an employee was a member of the Public Employees Retirement System (PERS) Notification of Termination form #02-1806 must be completed and forwarded with the resignation to the District Office.

Classified Employee Layoffs

The Superintendent may layoff classified employees. Reasons for layoff may include, but are not limited to, the position has been eliminated, there are insufficient funds for the position, or there is insufficient work available to warrant the continuation of employment.

The Superintendent shall provide the employee notice at least two (2) weeks in advance of the layoff.

Should a layoff in one or more position classifications be determined necessary by the District, employees shall be laid off in the reverse order of seniority within position classifications i.e., the least senior employee within the position classification shall be laid off first.

When classified positions become available after a layoff, the District shall first provide opportunity for recall to laid-off employees before the District employs new personnel. In the event no laid-off employee is qualified for the available position, the District may select the most qualified applicant available. Recall rights shall be retained for a period six (6) calendar months from the effective date of layoff.

Laid-off employees shall be offered recall to vacant positions in the reverse order of layoff, provided the employee is qualified to perform the duties of the position. The classified employee must accept such an offer within five (5) days of notice of the recall. Failure to accept a position at the same or higher wage rate shall terminate the employee's recall rights. In order to retain recall rights, laid-off employees must keep the District informed in writing at all times of their current address and availability for recall.

Dismissal/Suspension/Disciplinary Action

BP 4218

Probationary Employees

At any time prior to the expiration of the probationary period (90 days), the Superintendent or designee may 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 suspension without pay, reduction in pay grade, or dismissal/termination only for cause. This provision shall not apply to (1) the expiration of a contract and a decision by the District not to offer another contract or, (2) a no cause termination of a contract as and to the extent provided in the contract of employment.

This policy also applies to classified management and supervisory employees unless otherwise provided by law.

(cf. 4300 - Definitions)

In addition to any disqualifying or actionable causes otherwise provided for by federal or state statute or regulation 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, information provided as part of an investigation, or any other school district records.
2. Incompetence.
3. Inefficiency.
4. Neglect of duty.
5. Insubordination.
6. Dishonesty.
7. Possessing or consuming alcohol, tobacco, controlled substances, including marijuana, or other illegal drugs or synthetic drugs while on duty on District premises whether or not on duty; or being under the influence of these prohibited substances while on duty.
8. Addiction to the use of controlled substances.
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 said 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. Applicants and employees must inform the Superintendent of any criminal charge or conviction so that a determination can be made by the district regarding its applicability to employment. For existing employees, reporting must occur within 48 hours of a criminal charge or conviction.
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, theft, or damage to or destruction of district property.
16. Violation of district, Board or departmental rule, policy, procedure, or violation of federal, state, or local statute, regulation, or ordinance.
17. A physical or mental disability, which precludes the employee from the proper performance of essential duties and responsibilities as determined by competent medical authority, except as otherwise provided by a contract or by law regulating the accommodation of disabilities or the 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, religion, creed, color, national origin, ancestry, physical or mental disability, marital status, sex, pregnancy, or age against a student, the public or other employees.
20. Unlawful retaliation against any other district officer or employee or student or member of the public who, in good faith, reports, assists, discloses, divulges, or otherwise brings to the attention of any appropriate authority, whether an outside person, agency, or school district official, any information relative to actual or suspected violation of any law or district policy or procedure occurring on the job or directly related thereto.
21. Unsatisfactory performance.
22. Substantial noncompliance with applicable laws, regulations, policies, and written rules of the Superintendent,
23. 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 employee.

Disciplinary Procedures

The following procedures will govern suspension without pay, reduction in pay grade, or dismissal/termination unless an applicable collective bargaining agreement provides different procedures. In such event, the collective bargaining agreement will govern and employees must utilize the negotiated grievance procedures to challenge any discipline.

When initiating disciplinary action as provided for above, the employee shall be provided the following:

1. A pre-disciplinary meeting at which the employee shall be given notice of the proposed disciplinary action and a reasonable opportunity to respond. Unless circumstances dictate otherwise, the Superintendent or designee shall provide notice of the proposed disciplinary action and schedule a meeting for a reasonable period of time after the delivery of the notice to allow the employee time to prepare a response.
2. If after the pre-disciplinary meeting, the District determines there is cause for discipline, a statement of the nature of the disciplinary action. The statement shall include the reasons or causes thereof and each rule, policy, regulation, directive or standard that has been violated.
3. A statement of the employee's right to appeal the disciplinary action and the manner and time within which his/her appeal must be filed.
4. Unless determined otherwise by the Superintendent or designee, the disciplinary action (suspension without pay, reduction in pay grade, or dismissal/termination) shall take effect when the employee receives the statement of the disciplinary action.

An employee may, within five calendar days after the imposition of the disciplinary action, appeal the disciplinary decision to the Board submitting his/her appeal for a hearing in writing to the Superintendent or designee. The appeal must state the ground(s) for the appeal.

If the employee fails to appeal within the time specified in this policy, the employee shall have waived his/her right to appeal.

The employee shall be informed in writing of the time and place of the meeting at which the Board will hold a hearing. After holding an evidentiary hearing, the Board may affirm, modify or revoke the disciplinary action. The decision of the Board is final subject to appeal to Superior Court as and to the extent provided for in the Alaska Rules of Appellate Procedure.

Aides/Paraprofessionals

BP 4222

The School Board favors the use of paid and volunteer 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.

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

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

Paraprofessionals are expected to employ high ethical standards as they work with students and to respect school rules, district policies and administrative regulations.

The School 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.

The Superintendent or designee and/or the staff development committee shall develop an appropriate professional development program for paraprofessionals.

Teacher Aides/Paraprofessionals

AR 4222

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, both volunteer and paid, are included within the definition of paraprofessionals.

Purpose of the Paraprofessional Aide Programs -- Volunteer and Paid

Purposes of the paraprofessional aide programs are to:

1) assist teachers in providing more individualization and enrichment 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, housekeeping, and/or certain instructional tasks
2) assisting in classroom management

3) giving special aid to students with difficulties such as English as a second language, which may include acting as a translator
4) giving special aid to students with exceptional talents
5) enriching the curriculum in areas requiring special skills or unique experiences
6) providing instructional support services which may include one-on-one tutoring if scheduled at a time when the student wouldn't otherwise receive instruction from a teacher

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
3) promotion of good staff-paraprofessional aide relationships
4) responsibility for evaluation of the paraprofessionals at his/her site

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

Responsibilities of Paraprofessional Aides - Volunteer and Paid

Paraprofessionals are 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, dependable, and committed to the highest ethical standards.

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 happily 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:

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) understanding that regulations and procedures of the school are to be followed at all times

Responsibility to Self

Responsibility to self requires each paraprofessional to:

1) maintain positive attitudes
2) accept the responsibility to help all students develop positive self-esteem
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

Wages, Fringe Benefits, and Leave Benefits

BP 4250

The wage schedule for classified employees and substitute teachers shall be established by the School Board and adjusted as needed.

Wages, fringe benefits and leaves are provided in current Classified Employee Handbook.

Timekeeping and Pay

Principal/Head Teachers must remember that a paycheck for classified employees starts with the submission of the proper hiring papers.

Before submitting your electronic timecard to the District Office, a careful review should be made to assure that the proper time worked is recorded, and that any requests for Sick Leave, Annual Leave, etc., are attached to the electronic time keeping system. Absences due to illness, etc., should not be noted on electronic time keeping system for those employees who are not eligible for paid leave, as they are only paid for hours worked.

After review of the electronic time keeping system, be sure all required signatures are affixed, and forward them to the District Office no later than the 3rd of each month. Late submission to the electronic time keeping system will result in late payments to the employees.

Pay period for classified personnel is from the 1st day to the last working day of the current month. Payday for classified employees is the 15th of the following month.**Advances**

In an emergency an employee may request an advance of salary. No more than two such advances may be granted in one school year. All requests for advances should be submitted in written form to the Business Manager.

Overtime Pay/Compensatory Time Off

BP 4253

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, non-administrative 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 or designee.
3) **Hours worked.** The district's workweek begins on Sunday and ends of 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 electronic time keeping system or timecard. Supervisors and Principal/Head Teachers shall review, approve, and submit all electronic time keeping system or timecards to the payroll office prior to each pay period.
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 while employed by the district. 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 or designee 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.

Substitutes for Classified Personnel

BP 4253.1

From time to time you will need to employ substitutes for classified personnel. Substitutes for cooks, custodians, bus drivers and in some cases instructional aides are considered to be essential to the daily program. Substitutes for other classified positions require District Office approval.

Rates of pay for classified substitutes will be the beginning rate for the applicable job range.

Payment can be affected to substitutes by completion of an electronic timecard at the end of each pay period. ALWAYS INDICATE WHO WAS BEING SUBSTITUTED FOR, DATES, AND HOURS WORKED

Leaves

AR 4261

The Lake and Peninsula School District employees may not be absent from duty without proper authorization. However, regular classified employees (not temporary) do accrue leaves of various kinds.

It is the responsibility of the employee to request leave prior to being absent from duty. Except in an emergency such request must be made at least ten (10) days prior to the planned absence.

The Principal/Head Teacher will review and act on all leaves in accordance with the local situation, keeping in mind the effective operation of the school.

All absences of employees from duty must be shown on the electronic time keeping system.

Leave forms must be properly completed for each absence. One copy is to be given to the employee, one copy kept by the Principal/Head Teacher, and the original forwarded to the District Office through the electronic time keeping system at the end of the pay period.

When an employee's approved absences exceed available leave time, the time is to be reported as leave without pay.

All leave without pay requires prior approval of the Superintendent or Designee. It should be understood that leave without pay is subject to denial depending on school needs.

All full-time classified employees may request use of accrued sick leave for personal illness. Classified employees may in special circumstances request use of accrued sick leave to attend to illness of immediate family member. Application shall be made through the Principal/Head Teacher to the Superintendent or Chief School Administrator.

In the use of sick leave, it is the responsibility of the employee to contact their supervisor no later than one half hour before the start of any school day they will be absent.

Sick leave may also be approved for medical appointments. As a general rule no more than one day prior and one day after can be charged to sick leave in circumstances that require travel for medical appointments. The Superintendent or Designee may approve additional use of sick leave for travel. Consideration will only be given to requests received more than five days in advance of travel.

Abandonment of Position: If an employee is absent from their duty station without prior contact with their direct supervisor disciplinary action will considered up to and including dismissal.

Timekeeping During Travel

The Fair Labor Standards Act (FLSA) provides guidance on timekeeping while in travel status. FLSA non-exempt employees must be paid for commercial travel time that occurs during their normal, regularly scheduled work hours, even on weekends. Time spent as a passenger outside of these regular hours is not generally compensable, unless the employee performs work while traveling. Travel by commercial carrier can occur via plane, bus, train or boat.

Active Duty: Anytime spent working while on planes (e.g., answering emails, preparing for a meeting) must be paid, even if outside work hours.

Engaged to Wait: time spent in airports or terminals, during layovers, or in transit is compensable if it occurs during the employee's normal working hours or if required to be on duty.

Employment Termination Policy

Termination of employment is an inevitable part of personnel activity within any organization, and many of the reasons for termination are routine. Below are examples of some of the most common circumstances under which employment is terminated:

- Resignation—voluntary employment termination initiated by an employee
- Termination—involuntary employment termination initiated by Lake and Peninsula School District
- Layoff—involuntary employment termination initiated by Lake and Peninsula School District for non-disciplinary reasons

If you wish to resign, we ask that you notify your manager of your anticipated departure date at least two weeks in advance. Of course, as much notice as possible is appreciated by the Lake and Peninsula School District and your co-workers. This notice should be in the form of a written statement.

If you fail to report to work for three consecutive days without informing management of the planned absence, we will assume that you have voluntarily resigned.

In the case of termination due to resignation, retirement or a permanent reduction in the work force, your accrued vacation pay will be paid on a pro-rata basis. Unused personal time is not paid upon termination. In the case of termination, any vacation or personal/sick time used in excess of accrued time will be deducted from your final paycheck given your prior written permission.

Furthermore, any outstanding financial obligations owed to Lake and Peninsula School District will also be deducted from your final check, given your prior written permission. If your final check does not sufficiently cover the money owed to the company, you will remain liable for that amount.

A meeting between you and your immediate manager will take place prior to your last day of work. If applicable, your rights concerning continuation of group health benefits will be discussed during this meeting. Parking passes, office keys, company equipment and building passes must be returned at this time, along with all other company property and confidential information.

If you leave Lake and Peninsula School District in good standing, you may be considered for re-employment.

Except as required by law or by separate agreement, employee salary and benefits will end on the date of termination.

Upon resigning from Lake and Peninsula School District, you should continue to provide the company with an accurate address for at least one year for tax purposes.

Equal Employment Opportunity

Lake and Peninsula School District provides equal employment opportunities to all employees and applicants for employment without regard to race, color, religion, sex (including pregnancy, sexual orientation and gender identity), national origin, age, disability or genetics. In addition to federal law requirements, Lake and Peninsula School District complies with applicable state and local laws governing nondiscrimination in employment in every location in which the company has facilities. This policy applies to all terms and conditions of employment, including recruiting, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, compensation and training.

Any form of workplace harassment based on race, color, religion, sex, pregnancy, sexual orientation, gender identity or expression, national origin, age, genetic information, disability or veteran status is expressly prohibited.

We are committed to a diverse workforce. We value all employees' talents and support an environment that is inclusive and respectful. We are strongly committed to this policy and believe in the concept and spirit of the law.

We are committed to ensuring that:

- All recruiting, hiring, training, promotion, compensation and other employment-related programs are provided fairly to all persons on an equal opportunity basis;
- Employment decisions are based on the principles of equal opportunity. All personnel actions such as compensation, benefits, transfers, training, and participation in social and recreational programs are administered without regard to any characteristic protected by state, federal or local law;
- Employees and applicants will not be subjected to harassment, intimidation, threats, retaliation, coercion or discrimination because they have exercised any right protected by law; and
- Reasonable accommodations will be made for disabilities and religious beliefs.

We believe in and practice equal opportunity. The Director of Human Resources serves as our Equal Opportunity Coordinator and has overall responsibility for assuring compliance with this policy. All employees are responsible for supporting the concept of equal opportunity and diversity and assisting our Company in meeting its objectives.

Please contact Human Resources with questions or concerns.

Internal Transfer/Promotion Policy

The company strives to retain employees through an environment that creates opportunity and encourages advancement. It is our goal to allow employees to fully use and develop their skills.

When a position becomes available, it will be advertised both internally and externally. Current employees are welcome to apply, as are external candidates. All staffing decisions will be made with the position goals in mind, with the desire to hire the most-qualified individual being paramount.

At times, positions may be filled internally without being posted. This could relate to a business need or a planned career progression that includes an employee being assigned new responsibilities.

Transfers can be either management- or employee-initiated. They are determined by business needs and employee qualifications. Employees being considered for transfer will be given the opportunity to provide input; however, an employee should not be approached by management without the knowledge of his or her manager and Human Resources. Transfers will be made in a manner that disrupts ongoing operations as little as possible.

In order to be considered for a transfer or promotion, you must complete the Internal Transfer/Promotion Application form and submit it to Human Resources with your manager's signature. After the interview process is complete, if you are selected for the position, you will receive documentation and the transition process will begin.

I-9 Immigration Reform Policy

The Immigration Reform and Control Act of 1986 (IRCA) requires employers to hire and retain only individuals who are authorized to work in the United States.

To enforce these guidelines, IRCA requires an employer to verify a potential employee's eligibility by completing the Employment Verification Form (Form I-9). By completing Form I-9, the employer is certifying that it has viewed documents proving that the potential employee is authorized to live and work in the United States.

All employees are asked to provide original documents verifying their right to work in the United States and to sign a verification form (Form I-9). If an individual cannot verify his or her right to work within three days of hire, Lake and Peninsula School District must terminate his or her employment.

Please contact Human Resources with questions or concerns.

WORKPLACE CONDUCT

WORKPLACE CONDUCT

Standards of Conduct Policy

Lake and Peninsula School District adopts this policy to ensure orderly operations and to provide the best possible work environment. Lake and Peninsula School District expects employees and others who may be engaged to provide services from time to time (such as temporary personnel, consultants and independent contractors) to adhere to these standards of conduct while on school grounds, attending district functions or otherwise performing work-related activity and representing Lake and Peninsula School District.

Lake and Peninsula School District is responsible for providing a safe and secure workplace and strives to ensure that all individuals associated with our district are treated in a respectful and fair manner. While not intended to list all the forms of behavior that are considered unacceptable, the following are examples of conduct that may result in disciplinary action:

- Theft or inappropriate removal or possession of property
- Falsification of records, including timekeeping
- Working under the influence of alcohol or illegal drugs
- Possession, manufacture, sale, transfer, distribution or use of alcohol or illegal drugs in the workplace, while representing the company, or while operating employer-owned vehicles or equipment
- Fighting or threatening violence in the workplace
- Immoral actions or intimidating others
- Boisterous or disruptive activity in the workplace
- Negligence or improper conduct leading to damage of District property
- Insubordination or other disrespectful conduct
- Violation of safety or health rules
- Sexual or other unlawful or unwelcome harassment or touching
- Excessive absenteeism or any absence without notice
- Unauthorized use of district equipment
- Unauthorized disclosure of confidential information
- Violation of personnel policies
- Unsatisfactory performance or conduct

Any employee who deviates from these rules and standards will be subject to disciplinary action, up to and including termination of employment.

Code of Conduct

Lake and Peninsula School District maintains specific policies in an attempt to assist employees in adhering to certain standards of conduct. These policies are in place to preserve the district's reputation and prevent adverse consequences to all parties involved.

Dependability

As each employee is hired, a work schedule is assigned to give optimum educational opportunity to the children of The Lake and Peninsula School District. When an employee fails to follow his/her assigned work schedule, he/she reduces the quality of educational opportunity. Therefore, it is the responsibility of each employee to perform the

duties assigned to the best of his/her ability. Employees who do not fulfill this responsibility will be subject to dismissal.

Respect

It is expected that each employee shows the same degree of respect to other persons connected with The Lake and Peninsula School District that he/she would desire from them.

Courtesy

Employees should remember they are representatives of The Lake and Peninsula School District and their conduct in carrying out their duties reflect upon the district.

Pride

The Lake and Peninsula School District hopes that every employee takes pride in a job well done and performs to the best of his/her ability. Every extra dollar spent needlessly is one less dollar available for the direct educational benefit of our children.

Appearance

Employees are expected to dress according to the needs of the job and the custom of the community. When on duty at any location, employees should be as clean, neat and as well-groomed as the task allows, remembering that each is a representative of The Lake and Peninsula School District.

Personal Phone Calls

Employees shall refrain from using district telephones for personal business. No personal long-distance phone calls may be made by any employee without authorization.

Working Relationships

There may be times when tension, legitimate differences of opinion and complaints occur in regard to any number of items. When this happens, employees should try to work these problems out among themselves and with the supervisor. All of us should welcome friendly and constructive criticism and make every effort to show respect and courtesy when such criticism is presented.

Chain Of Command

When complaints cannot be settled informally between employees and supervisor, they should be referred to the next highest source of responsibility. The chain of responsibility for The Lake and Peninsula School District is shown below:

Employee > Principal > Personnel Director > Superintendent > School Board

Always take complaints to the next highest source of responsibility.

Violence in the Workplace

It is Lake and Peninsula School District policy to provide a workplace that is safe and free from all threatening and intimidating conduct. Therefore, the District will not tolerate violence or threats of violence of any form in the workplace, at work-related functions or outside of work if it affects the workplace. This policy applies to District employees, parents, guests, and persons doing business with Lake and Peninsula School District.

It is a violation of District policy to engage in any conduct, verbal or physical, that intimidates, endangers or creates the perception of intimidation or intent to harm persons or property. Examples include but are not limited to the following:

- Physical assaults or threats of physical assault, whether made in person or by other means (e.g., in writing or by phone, fax or email)
- Verbal conduct that is intimidating and has the purpose or effect of threatening the health or safety of another individual
- Any other conduct or acts that management believes represent an imminent or potential danger to safety or security

Anyone with questions or complaints about behaviors that fall under this policy may discuss them with the School Principal, the Superintendent or the Superintendent's representative. The district will promptly and thoroughly investigate any reported occurrences or threats of violence. Violations of this policy will result in disciplinary action, up to and including immediate termination. When such actions involve non-employees, the district will take action appropriate for the circumstances. When appropriate, the district will also take any legal actions available and necessary to stop the conduct and protect the district, our employees and property.

Weapons on District Property

Lake and Peninsula School District prohibits the possession of firearms or any other lethal weapon on district property, in a vehicle being used on District business. This applies to all employees and visitors, even those who are licensed to carry weapons. The only exception to this is an employee who is required to possess weapons in order to fulfill his or her job duties.

Some examples of prohibited weapons include:

- Firearms (pistols, revolvers, shotguns, rifles and bb guns)
- Knives (switchblades, gravity knives or any knife with a blade longer than three inches)
- Metal knuckles
- Bows and arrows
- Tasers

We prohibit weapons to ensure the safety and security of all students and employees and persons. Any employee found in violation of this policy will be subject to disciplinary action, up to and including immediate termination. If you have questions or concerns regarding this policy, please contact Superintendent at (907)-745-7092.

Workplace Bullying

Lake and Peninsula School District is committed to providing a safe and healthy work environment for all employees. As such, the District will not tolerate bullying of any kind and will deal with complaints accordingly. This policy applies to employees while working, attending school functions and traveling on behalf of the District.

Bullying is defined as repeated inappropriate behavior, either direct or indirect, whether verbal, physical, or otherwise, conducted by one or more persons against another or others, at the workplace or in the course of employment. Such behavior violates Lake and Peninsula School District policies, which state that all employees will be treated with dignity and respect.

Bullying can be intentional or unintentional. However, when an allegation of bullying is made, the intention of the alleged bully is irrelevant and will be given no consideration when a complaint is investigated. It is the effect of the behavior that will be considered.

Bullying can be:

- Verbal bullying: slandering, ridiculing or maligning a person or his or her family or associates; persistent name-calling that is hurtful, insulting or humiliating; using a person as the butt of jokes; abusive and offensive remarks.
- Physical bullying: pushing, shoving, kicking, poking, tripping, assaulting or threatening to assault, damaging a person's work area or property.
- Gesture bullying: nonverbal threatening gestures; glances that can convey threatening messages.
- Exclusion: unintentionally disregarding a person or excluding a person from work-related activities.

The following are examples of some, but not all, behavior that may constitute or contribute to evidence of bullying:

- Repeatedly singling out a person.
- Pointing at or raising your voice at an individual, whether in public or private.

- Shutting a person out; not allowing him or her to speak or express him- or herself (ignoring or interrupting); interfering with email or other forms of communication; not including him or her in meetings.
- Humiliation in any form; verbal or obscene gestures, personal insults or offensive nicknames.
- Constant criticism unrelated or minimally related to job performance; public reprimand.
- Hampering an individual's ability to do his or her work; assigning menial tasks not aligned with normal job duties; taking credit for another's work or ideas.
- Spreading rumors or gossiping about another.

Bullying can have devastating results to the individual and the workplace. If you are subjected to bullying, or witness or suspect bullying is taking place, report it to your Principals and/or to Human Resources immediately. All suspected incidents of bullying will be thoroughly investigated, and disciplinary measures will be taken accordingly.

Student Workers

Student workers/apprentices are allowed in accordance with Alaska Department of Labor requirements for minors between the age of 14 and 17. Students under the age of 14 cannot work legally in the US. Work permits may be required and hours are limited by age and time of year, during school session and vacation. Restrictions for hazardous tasks, operation of equipment or machinery and tasks apply.

Student workers are temporary as needed positions and funding and needs vary by location and school year. Student workers are not allowed under certain federal grants; each funding source should be verified in advance of posting or hiring a position intended for student hire.

To be considered for a student worker/apprentice position student's course schedules and graduation requirement progress must allow adequate time for the work hours and not inhibit students' progress toward graduation. Students must maintain progress and GPA of 2.0 in order to qualify.

Summer Temporary Hires

SUMMER TEMPORARY HIRE GUIDELINES

Welcome to The Lake and Peninsula School District. To those of you who have been employed by us in the past, welcome back!

The following guidelines are designed to assist you during your period of employment with us. Please read them carefully and keep a copy of these guidelines for your reference. Indicate your understanding of these guidelines by signing the last page of these guidelines and returning a copy with all of your other completed payroll forms.

Communications and Supervision

If a project lead is assigned to a project, he/she will supervise temporary summer-hire personnel assigned to that project. Communication channels will be as follows:

1) Through project lead or Site Head (if applicable)
2) To the Director of Facilities and Maintenance
3) To Superintendent or her designee

At no time shall an unauthorized person be in school facilities when school is not in session.

Employment Forms

Before starting your temporary employment, it is important to complete the necessary paperwork. The Business Office will assist in this process. Copies of the following forms are attached.

1) Liberty Screening Services
2) Classified Employment Application
3) I-9 (include a copy of 2 types of identification documents)
4) W-4
5) Post Hire Questionnaire
6) Direct Deposit Authorization (*optional)*
7) Daily Worklog
8) In-District Per Diem Request

Per Diem

Per Diem will be paid at $52.00 per any overnight stay that the employee is away from their assigned travel base. In-District Per Diem applies to all employees of The Lake and Peninsula School District including temporary summer maintenance employees. Per Diem Requests must be submitted in order to be compensated.

Housing

As a courtesy to you, the Lake and Peninsula School District will allow you to sleep in the schools and use the kitchen, laundry, and shower facilities, as long as you doing so does not interrupt the school program if school should be in

session. District housing, if available, may be utilized. Bedding is your responsibility. *REMEMBER THIS IS A COURTES*Y. It is your responsibility to ensure that the facility is clean when you leave. In the event this is not done, the cost of cleaning will be subtracted from your last paycheck and may jeopardize your future employment with the District. You are not authorized to stay at the home of a District employee and charge the District for lodging. If you cannot stay in the school and District housing is not available, contact the District Office for instructions.

Food

When you are away from your home it is recommended that you carry a 2-to-3-week supply of food. ***UNDER NO CIRCUMSTANCE*S** are employees authorized to use school food supplies or charge items at local stores without authorization from the Facilities and Maintenance Director.

Work Week

The normal work week is 40 hours beginning on Monday. Although the standard work week is Monday – Friday some work assignments may take place on Saturday and/or Sunday depending on the needs of the school or District. It may also be up to 70 hours for summer maintenance if needed or assigned. Overtime **must** be authorized by the Facilities and Maintenance Director and approved by the Superintendent. Overtime will be paid at the rate of time-and-one-half your normal hourly rate. Overtime is considered any time worked over 40 hours per work week.

Payroll And Benefits

Pay periods are the 10th day of each month.

1. Paychecks - Direct Deposit payments are posted to bank accounts on the 10th of every month and actual paychecks are then distributed after that date to reach you by the 15th. It is your responsibility to have your timesheet in to the District Office by the 3rd of each month. The Facilities and Maintenance Director will show you how to fill out the timesheet (or log into TimeClock Plus) and your daily work log and assist you as necessary in submitting them to the Payroll Department for processing.
2. Payroll Advances - If an emergency should arise that necessitates a payroll advance, contact the Facilities and Maintenance Director and Payroll. You can only request up to 80% of wages that are already earned. Employees are only allowed up to 2 payroll advances per year.
3. Benefits - The only benefit you are entitled to as a Temporary Worker is state workman's compensation. If you are injured, notify your supervisor immediately. You must also complete the Report of Occupational Injury/Illness and submit it to the District Office within 10 days of the date of injury.

Tools

The District will supply necessary tools and materials. Personal tools that are used and damaged will only be replaced on a case-by-case basis, to be determined by the Facilities and Maintenance Director.

School shop facilities and equipment may be utilized. It is your responsibility to keep the facility clean. Report any damage of equipment to the Facilities and Maintenance Director. Appropriate safety equipment must be worn when using shop facilities.

Travel

Travel will only be authorized by the Facilities and Maintenance Director or the Superintendent. All travel arrangements are only to be made by the District Office. Any unauthorized travel will be at your own expense. No alcoholic beverages, drugs or firearms may be carried on District paid transportation.

Alcohol and Drug Consumption

Alcohol and drug consumption are not permitted at our village site locations or at the District Office. Failure to comply with this regulation will result in immediate dismissal.

Materials

We will make every effort to ensure that you have the necessary materials on site to perform your assigned task. When you arrive at a site, inventory your materials. If you need additional materials, immediately notify the Maintenance Supervisor/Project Manager.

Work Stoppage

If employment extends through the opening of school in the fall, clear your work schedule with the Principal or Head Teacher on a daily basis. The Principal or Head Teacher has the authority to stop any work that in their opinion interferes with the instructional program. If this should occur, notify the Facilities and Maintenance Director immediately.

Telephones and Internet Access

School telephones and Internet are for the purpose of conducting business with the District Office. Improper use of telephones or District Internet may result in termination of employment.

Use of personal cell phones should not interfere with duties of your position.

District Vehicles

When operating District vehicles, appropriate safety equipment must be worn by the operator and all passengers. Permission to use District vehicles must be obtained from the Site Head, Facilities and Maintenance Director, Superintendent, or her designee. The Lake and Peninsula School District Vehicle Policy ***MUST*** be followed at all times.

The Lake and Peninsula School District employees are reminded that District vehicles are to be used for authorized purposes only. Authorized usage can be extended to travel to stores in the area if prior authorization is given by the Superintendent or her designee, Facilities and Maintenance Director, or Business Manager.

Vehicles assigned to local schools are under the supervision of the Site Head, Principal, or Maintenance Supervisor. Authorized usage of District vehicles includes travel to the post office, store, local offices, airport, etc., by school personnel for school purposes.

At no time will District vehicles be utilized for recreational purposes by employees including hunting, fishing, beachcombing, etc.

Only those employees holding valid driver's licenses are authorized to drive District vehicles.

Employees violating these directives may be subject to disciplinary action by the Superintendent, including immediate dismissal.

Your cooperation in following these basic guidelines is appreciated.

Work Day & Work Week

The standard work week for the District is Monday through Friday and consists of no more than forty hours.

Although the standard work week is Monday – Friday some work assignments may take place on Saturday and/or Sunday depending on the needs of the school or District.

Work days and hours worked will be assigned by each employee's supervisor per staffing needs.

Every attempt will be made to allot an adequate number of hours to each employee to allow him/her to reasonably and efficiently complete assigned duties. No employee will be assigned duties that cannot reasonably, efficiently and normally be completed in the time allotted.

However, should a situation arise when the employee must work hours beyond their normal schedule prior approval of the Superintendent or Designee is required.

Payroll Period

Classified Employees shall be paid for the hours worked beginning the first day of the month through the last day of the month, with the payday to be the 10th day of the next month. If the 10th falls on a Saturday or Sunday, then it will be paid out on that Friday. For example, employees will be paid on February 10th for hours worked in January.

Payroll Forms

Employees must remember that a paycheck for their employment starts with submission of proper papers.

These include:

1. Liberty Screening Services (Security Check)
2. Classified Application
3. I-9 Proof of Citizenship
4. W-4 exemption form.

Forms are available from the school or District Office. Give these forms to your Principal, Head Teacher or Supervisor immediately. These forms are needed in order for the hiring to be approved by the Superintendent as well as to process a paycheck.

Timesheets

Timesheets must reflect exactly the hours and days worked. Informal arrangements for "working ahead" and/or "making up" hours are not allowed. Both the employee and his/her supervisor are attesting to its validity. Inaccurate timesheets will be considered prima facie evidence of fraud by the parties involved and are grounds for immediate termination. Timesheets must be submitted and signed/approved electronically using the district's timekeeping system, TimeClock+, by the 3rd of every month for the previous month's work.

Classified Evaluation

Employee evaluations shall be done conducted or administered as outlined below.

Both the employee and the supervisor shall sign the evaluation. The employee's signature shall not signify agreement with the evaluation. The employee will have the opportunity to comment in writing regarding the evaluation within 5 days of the date of signature.

(cf. BP 4215 – Evaluation/Supervision)

(cf. AR 4215 – Evaluation/Supervision – Classified Personnel)

(See form starting on next page.)

The Lake and Peninsula School District

CLASSIFIED ANNUAL EVALUATION

Name: _____

Job Title: _____

Work Location: _____

Date of Evaluation: _____

Evaluation Instructions:

After the supervisor has completed the evaluation instrument, a conference shall be held between the employee and supervisor to review the supervisor's ratings.

The employee will have five days from the date of receipt to respond in writing to any comments or ratings of the supervisor.

The principal or head teacher shall make one copy of the evaluation instrument for the employee and send the original to the Personnel Director to be filed in the employee's personnel file.

The evaluation is to be signed by both parties and sent to the Personnel Director.

C = Commendable - Exceeds the standards of LPSD

A = Acceptable - Meets the standards of LPSD

I = Needs Improvements - Improvement is needed

U = Unsatisfactory, Fails to meet the standards of LPSD

N/A = Not applicable-Insufficient knowledge on which to evaluate

(Any sections marked as "I" or "U" must be followed with a written explanation in the comment section)

_____ 1. Understands the procedures that must be followed to perform assigned tasks.

_____ 2. Takes pride in the work and in the school facility.

_____ 3. Needs minimum supervision.

_____ 4. Can be relied upon to be at work each day on time.

_____ 5. Keeps work area neat and attractive.

_____ 6. Corrects personal habits which detract from performance of duties.

_____ 7. Appropriate use of supplies and materials.

_____ 8. Makes every effort to stay on task and avoid time wasting activities.

_____ 9. Follows the correct line of supervision when reporting problems.

_____10. Promotes positive relations and communication between the communities and District.

_____11. Familiar with the correct evacuation procedures in case of fire or other emergencies.

_____12. Self-Motivated to improve skills and knowledge pertaining to the job.

_____13. Notifies immediate supervisor if going to be absent or late for work.

_____14. Maintains school files in the manner prescribed by immediate supervisor.

_____15. Maintains the confidentiality of student, personnel, school files and issues.

_____16. Completes work in a timely manner meeting assigned deadlines.

_____17. Accepts suggestions, direction, supervision, and constructive criticism well.

_____18. Accuracy and quality of work acceptable.

_____19. Refrains from personal activities during assigned work hours.

_____ 20. Interacts appropriately with Co-Workers.

_____ 21. Appropriate use of Technology.

Overall Effectiveness of the Job _____

Comments:

Supervisor's Recommendations:

Eligible for Re-Hire: _____ Yes _____ No

Step Increase: _____ Yes _____ No

Probation Completed: _____ Yes _____ No

_____

Supervisor's Signature Date

_____

Employee's Signature Date

(I understand my signature indicates I have been presented with the above evaluation and that I have five days from receipt of this evaluation to attach any comments) Modified 04/26/2012

JOB DESCRIPTIONS

JOB DESCRIPTIONS

The following job descriptions provide a basic framework that may be adapted to meet the particular needs of each situation. Employees may be required to perform other duties as a logical and necessary extension of their job description.

Aide I

Definition

Under general supervision of a certificated teacher or administrator. Responsible for planning and/or performing a variety of classroom-oriented teacher assistance, instruction, special programs, and/or staff relief.

Distinguishing Characteristics

This is the entry level into classroom assistant or helper field.

Example of Duties

Assists the teacher in direct instructional activities, normally working with small groups or on a one-to-one basis; monitors classroom when teacher is otherwise engaged; administers and scores tests; records scores and may plot pupil profiles; keeps records and current inventory of supplies and equipment; prepares and uses audio-visual materials and equipment; manages room libraries and assists in the school library; makes arrangements for care of ill students; participates in in-service training when it is available; may manage a small preschool.

Knowledge, Skills and Abilities

Knowledge of English language. Ability to get along with children, maintain discipline and follow instructions.

Minimum Qualifications

Aptitude and capacity to perform duties described at each level. Ability to become highly qualified through the Praxis Para-Pro Assessment test or college course work.

Aide II

Definition

Under general supervision of a certificated teacher or administrator. Responsible for planning and/or performing a variety of classroom teacher assistance, instruction, special programs, and/or staff relief.

Distinguishing Characteristics

This represents the class which is actively engaged in instructional activities where prior experience or educational training permits increments to work at a full journeyman level.

Examples of Duties

Journeyman Aide Class. Assists certificated staff in carrying out prescribed activities; develops resource materials for use in learning situations with children; may manage a variety of special programs coordinating these activities with administrator or certificated staff; plans and handles specified parts of the daily school activities either individually, in groups, or entire class and conducts parent conferences.

Knowledge, Skills and Abilities

Knowledge of specific classroom programs, teaching techniques and related processes. Ability to effectively perform duties assigned.

Minimum Qualifications

High school graduation and has obtained highly qualified status.

Substitution

Each year of experience and education requirement may be substituted with 30 semester hours at college level, including some teacher education training

Aide III

Definition

Under the general supervision of a certificated teacher or administrator. Responsible for planning and/or performing a variety of classroom-oriented teacher assistance, instruction, special programs, and/or staff relief.

Distinguishing Characteristics

Master Aide Class is Highly Qualified and requires minimal supervision in beginning or higher-level instruction and has had at least four (4) years at the classroom Instructional Aide II level.

Example of Duties

Prepares lesson plans and handles specific parts of daily school activities; prepares instructional materials; teaches orally and in writing; provides direct instruction to the entire class, groups, or individual students; evaluates student progress; has a knowledge of a variety of evaluative tools and can properly administer the instruments. Examples: tests, observation checklists, achievement tests, etc.; participates in training programs; and makes presentations at training programs in materials and methods related to the job.

Knowledge, Skills, and Abilities

Knowledge of specific classroom programs, teaching techniques, classroom management, diagnosis, and prescription. Ability to effectively perform duties with minimal supervision.

Minimum Qualifications

Four school years at the level of Classroom Instructional Aide II or equivalent work experience as determined by the Superintendent; or complete DOEED e-learning modules and receive the certificate for specialized skills related to special education instruction. Must have the ability to demonstrate competence in effectively instructing and managing students in specific subject matter and other learning activities.

Aide IV

Definition

Under the general supervision of a certificated teacher or administrator. Responsible for planning and/or performing a variety of classroom-oriented teacher assistance, instruction, special programs, and/or staff relief.

Distinguishing Characteristics

Must be Highly Qualified. Has completed programs in higher education that are directly related to the job assignment. These programs include: (1) skilled labor certificates; (2) Associated of Arts Degree and bachelor's degree; and (3) Bachelor of Science or Bachelor of Arts degree with advance hours.

Example of Duties

Prepares lesson plans and handles specific parts of daily schedule; designs instructional materials; teaches orally and in writing; provides direct instruction to class, groups, or individuals; evaluates student progress; administers diagnostic and achievement tests; participates in training programs; makes presentations at training programs in materials and methods related to the job.

Knowledge, Skills and Abilities

Knowledge of specific classroom programs; behavior modification techniques; classroom management; teaching techniques; diagnosis and prescription; a variety of materials and method techniques; interpersonal relationships with students, parents, and staff. Ability to perform all assigned duties with a high degree of competence and with minimal or no supervision.

Minimum Qualifications

Has satisfactorily completed all course work leading to a specialized certificate, an Associate of Arts degree or a Bachelor's Degree in an area of study directly related to the job assignment. Presents evidence of the certificate or degree.

Bus Driver

Definition

Under general supervision of Principal/Head Teacher. Responsible for transporting students from specified pickup points to school and returning them to pick-up points.

Distinguishing Characteristics

Personnel performing this job do a variety of minor maintenance functions.

Example of Duties

Drives students to and from school in a safe manner; assures that students behave while enroute. Sweeps, dusts, and washes the vehicle; changes oil and oil filter; maintains the pressure at a standard; changes and repairs tires; puts on chains; keeps water level in battery at a standard; keeps radiator level at standard; assures proper winterization; changes wipers; keeps brake fluid at standard; changes and gaps spark plugs; changes points; changes distributor cap; changes fan belt; performs other minor duties as directed by Principal/Head Teacher.

Knowledge, Skills, and Abilities

Those required to perform the work.

Minimum Qualifications

Valid Alaska Driver's license. Evidence of mechanical training or experience. A valid health certificate.

Cook I

Definition

Under general supervision, performs a variety of cooking duties. Prepares and serves meals in school lunch program in accordance with USDA requirements.

Distinguishing Characteristics

Positions allocated to this class prepare, cook and serve a variety of foods operating under the general supervision of a higher-level cook or other school personnel. Follows District planned menus. Purchasing of supplies may be done under the general supervision of the Principal/Head Teacher.

Examples of Duties

Must serve "hot" foods hot and "cold" foods cold. Operates mixer, oven, stovetop, microwave and other food preparation equipment. Maintains daily production records and prepares quarterly food inventories. Receives and stores food products; rotates inventory; cleans work area as well as stoves, refrigerators and other kitchen equipment.

Properly wash and sanitize all dishes, utensils, pots, pans and kitchen surfaces. Set up and put away rolling/folding lunch tables. Removes garbage from cans and cleans garbage cans periodically. Maintains personal hygiene. Follow procedures outlined in the Food Service School Lunch Program Guidebook.

Physical Demands

Must be able to lift and/or exert force of 40-70 lbs. occasionally, 10-30 lbs. frequently, and up to 10 lbs. constantly. Stooping, crouching, reaching and other hands-on activities are required. Must be able to withstand moderate noise intensity level and other environmental conditions occasionally.

Knowledge, Skills and Abilities

Those required to perform the work.

Minimum Qualifications

Must meet those required qualifications to perform at the levels as defined above.

Must also hold a Department of Environmental Conservation (DEC) food worker card.

Cook II

Definitions

Responsible for the overall operation of the school lunch program. Supervises and participates in preparing and serving meals in accordance with USDA requirements.

Distinguishing Characteristics

Positions allocated to this level of the cook series are responsible for the entire food preparation and cooking activities of the school. This person requires little or no supervision. Must obtain or hold a Certified Protection Food Manager (CPFM) certificate.

Example of Duties

Plans and lays out the work of the kitchen staff. Schedules shifts, checks all recipes, and supervises the preparation of daily school lunches. Plans and reviews weekly meal preparation and determines use of leftovers. Inspects and tests food for quality upon receipt and at serving. Keeps inventory of food and supplies. Directs timing according to serving schedules.

Supervise food storage, handling and sanitation. Supervise cleaning and sanitizing of work area, utensils, and equipment. May requisition, purchase, receive, and account for food and supplies. Performs other related duties as required. Follow procedures outlined in the Food Service School Lunch Program Guidebook.

Physical Demands

Must be able to lift and/or exert force of 40-70 lbs. occasionally, 10-30 lbs. frequently, and up to 10 lbs. constantly. Stooping, crouching, reaching and other hands-on activities are required. Must be able to withstand moderate noise intensity level and other environmental conditions occasionally.

Knowledge, Skills, and Abilities

Those required to perform the work.

Minimum Qualifications

Must meet those required qualifications to perform at the levels as defined above. Must also be able to perform all Cook I duties and requirements. Must hold a Certified Protection Food Manager (CPFM) certificate.

Custodial I

Definition

Under general supervision does light cleaning and related duties in offices and classrooms.

Distinguishing Characteristics

Positions allocated to this class do a variety of light to moderate cleaning work, which can include lifting heavy trash bags repeatedly, burning trash in bad weather, or shoveling in cold weather conditions. May be required to perform the duties of Bus Driver I.

Example of Duties

Sweeps, dusts, mops, and polishes floors; washes walls, inside windows, and fixtures. Empties waste containers, performs light grounds maintenance such as collecting wastepaper and hauling trash. Replaces light bulbs and tubes. Performs other related duties as required.

Minimum Qualifications

Qualifications to perform at the levels as defined above.

Custodial II

Definition

Heavy cleaning and minor maintenance under direction.

Distinguishing Characteristics

Positions allocated to this class do heavy cleaning work, which includes such duties as stripping floors, use of heavy floor buffers, outside window washing, and moving ladders and scaffolds. Minor maintenance duties and building security duties may also be assigned to positions allocated to this class, provided a significant portion of duties include custodial work. May be required to perform Bus Driver I duties.

Example of Duties

Sweeps, dusts, mops, waxes, and buffs floors. Washes walls, ceilings, and uses stripping machines, waxers, buffers and related equipment. Empties waste containers, burns papers, shovels snow, cuts grass and removes rocks and paper from grounds and sidewalks.

Checks operation and performs light servicing of such equipment as lights, soap dispensers, pumps, plumbing and vehicles. Checks air ducts and heater fans and lubricates same when needed. Changes oil in generators. May fill oil drums and control the operation of electrical power generators. Reports to maintenance staff items in need of attention. Polishes furniture, mirrors, and chromium hardware. Does touch-up painting and replaces broken windowpanes. May do various emergency and temporary repairs. May drive vehicle to haul supplies and run errands. May maintain building security by locking doors and windows. Turns out lights and checks electrical appliances. Maintains records on fire extinguisher inspections.

Sets up instructional aides and playground equipment. Checks gymnasium and play equipment for wear, such as swing ropes and eyelets. Moves furniture, audio visual equipment, and other equipment and supplies. May lead the work of lower-level maintenance staff. Does other related duties; has school bus duties.

Knowledge, Skills, and Abilities

Those required to do the work. Valid Alaska Driver's License. Valid health certificate.

Minimum Qualifications

Those required to perform at the levels as defined above. Presents evidence of any degree, certificates or training related to this field.

Administrative Assistant

Definition

Under supervision, does general typing, keyboarding and performs varied clerical work of average difficulty.

Distinguishing Characteristics

Journey level clerk typist class. This class contains those positions in which knowledge of the content of documents, specialized terminology or sufficient vocabulary to insure accurate spelling and syllabication is required; procedures governing the work performed are numerous and may require some independent judgment; accuracy is required; assignments are of moderate duration, vary in nature, and require previous training and experience to complete; typing from dictating machines may be involved; operation of a personal computer/data entry station involving typing appropriate to journeyman level duties may be required; formatting of diskettes may be required; public contact may be required.

Higher level duties may be assigned occasionally for training purposes.

Example of Duties

Types reports, letters, bills, vouchers, receipts, lists, schedules, orders, notices, statistical data, or material involving specialized terminology requiring journeyman level proficiency.

Composes routine correspondence; utilizes computerized word processing, spreadsheets and database software; prepares rough draft reports and tabulations; types from rough drafts, marginal notes, transcribing machines, or verbal instructions; prepares form letters and composes such correspondence as letters of transmittal, requests for

information, and other materials from marginal notes, oral and written instructions, or by selecting or modifying standard paragraphs.

Cuts stencils; operates copy machines; transcribes dictating machine tapes; operates a personal computer/data entry station. Receives, sorts, and distributes mail; maintains mailing lists; maintains alphabetical, numerical, and other files; checks, alphabetizes, and files records and reports. Performs counter work requiring interpretation of available guidelines to obtain, exchange, or furnish information; may operate a small telephone switchboard. Secures, prepares, and copies data; proofreads materials. Performs other related work as required.

Knowledge, Skills and Abilities

Knowledge of proper English usage, business English and correspondence, modern office methods, supplies and equipment

Skill in typing 30 words per minute; filing documents and correspondence. Ability to perform clerical and typing work of average difficulty; spell correctly; use proper English; make mathematical computations; use office equipment; learn operating policies and procedures; follow oral and written directions; speak and write clearly and effectively.

Graduation from high school or equivalent and minimum of one-year experience in office clerical work.

Substitution

Academic, business, or commercial education may be substituted for required experience; additional qualifying experience may be substituted for required education on a year-for-year basis.

Coaching

Volleyball, Basketball, and Cross Country

Definition

Under the general supervision of the head teacher or Principal on site. Responsible for holding daily practices after school during the school week. Coach scheduled games.

Distinguishing Characteristics

Coaches must successfully complete the NFICEP Coaching Principals, Sports First Aid and ASAA guideline coursework or receive a waiver from ASAA. Coaching assignments are for one year only and subject to reassignment each year.

Example of Duties

Responsible for the behavior, safety and welfare of all student athletes under your care. May require travel with the team and overnight at other sites for scheduled games. Must provide initial first aid as needed. Work with teachers regarding weekly student eligibility checks. Submit any necessary paperwork in a timely and efficient manner and report directly to the on-site administrator. Perform other related duties as required.

Knowledge, Skills and Abilities

Requires proven ability to positively and effectively interact with children, staff and parents and proven ability to maintain student discipline and follow instructions. Must have proven ability to perform duties and responsibilities as assigned.

Compensation

Compensation shall be paid only where bona-fide coaching took place, an appropriate place for practice is available, and regular practices were held with teams in training for ASAA and/or Region I approved competitive sporting events. Compensation is approved only where a regular sports and activity schedule is adhered to and when the activity occurs outside of the workday. Compensation is calculated based on coaching amount established in the LPEA negotiated agreement and is prorated based on season length and travel schedule. A written added duty contract must be signed prior to the beginning of the activity.

EMPLOYEE BENEFITS

EMPLOYEE BENEFITS

Cobra Continuation Coverage

The right to COBRA Continuation Coverage was created by federal law known as the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("COBRA.") COBRA Continuation Coverage can become available to you and/or your eligible Dependents when your coverage under the Plan ends because of a life even known as a "qualifying event."

Qualified Beneficiary

In general, you, your Spouse and any Dependent Child covered under the Plan on the day before a qualifying event that causes you to lose coverage under the Plan is considered a "qualified beneficiary."

In addition, any Dependent Child who is born to or placed for adoption with you during a period of COBRA continuation coverage is considered a "qualified beneficiary."

Each qualified beneficiary (including a child who is born to or placed for adoption with a covered Employee during a period of COBRA continuation coverage) is offered the opportunity to make an independent election to receive COBRA continuation coverage.

Qualifying Event

If you are a covered Employee, you, your Spouse and/or Dependent Child will become a qualified beneficiary if you lose your coverage under the Plan because of either one of the qualifying events:

1) Your hours of employment are reduced; or
2) Your employment ends for any reason other than your gross misconduct.

You, your Spouse and/or Dependent Child may elect to continue coverage under the Plan for up to a maximum period of 18 months provided you elect to enroll COBRA within 60 days following the later of (a) the date coverage under the Plan would end due to the qualifying event; or (b) the date you are given notice of your rights to elect COBRA Continuation Coverage.
You, your Spouse and Dependent Child have an independent right to elect COBRA Continuation Coverage. You and/or your Spouse may elect coverage on behalf of either one of you, and parents may elect coverage on behalf of their Dependent Child.

If you are the Spouse and/or Dependent Child of a covered Employee, you will also become a qualified beneficiary if you lose your coverage under the Plan because of any of the following qualifying events:

1) Your spouse/parent-Employee dies;
2) Your spouse/parent-Employee becomes entitled to Medicare benefits (under Part A, Part B or both); or
3) You/your parents become divorced or legally separated.

Your Spouse and/or Dependent Child may elect to continue coverage under the Plan for up to a maximum period of 36 months provided such Spouse and/or Dependent Child provide notice of the qualifying event to the Employer and elect to enroll in COBRA within 60 days following the later (a) the date coverage under the Plan would end due to the qualifying event; or (b) the date they are given notice of their rights to elect COBRA Continuation Coverage and their obligation to provide such notice. Please see the section below entitled "Notice Requirement" for the requirements of such notice.

If you are a Dependent Child of a covered Employee, you will also become a qualified beneficiary if you lose coverage under the Plan because you cease to be eligible under the Plan as a Dependent Child. You may elect to continue coverage under the Plan for up to a maximum period of 36 months provided you provide notice of the qualifying event to the Employer and elect to enroll in COBRA within 60 days following the later of; (a) the date coverage under the Plan would end due to the qualifying event; or (b) the date you are given notice of your rights to elect COBRA Continuation Coverage and your obligation to provide such notice. Please see section below entitled "Notice Requirement" for the requirement of such notice.

Extension of 18-Month Continuation Coverage Period

If you, your Spouse or Dependent Child is determined to be disabled by the Social Security Act (SSA); you and all other qualified beneficiaries may be entitled to receive up to an additional 11 months of COBRA continuation coverage, for a total maximum of 29 months. The disability would have to have started at some time before the 61st day of COBRA continuation coverage and must last at least until the end of the 18-month period of COBRA continuation coverage. To qualify for this extension in coverage, notification must be given to your Employer on a date that is both within 60 days after the later of (a) the date of the SSA determination; (b) the date coverage under the Plan would end due to the qualifying event; or (c) the date you are given notice of your obligation to provide such notice and before the end of the initial 18-month period of coverage. If you are later determined not disabled by SSA, you must notify your Employer within 30 days following the later of (a) the date of the SSA determination; or (b) the date you are given notice of your obligation to provide such notice. Please see the section below entitled "Notice Requirement" for the requirements of such notice.

If your family experiences another qualifying event while receiving 18 months of COBRA continuation coverage, your Spouse and any Dependent Child in your family may be entitled to receive up to 18 additional months of COBRA continuation coverage, for a maximum of 36 months. To qualify for this extension in coverage, notification must be given to your Employer within 60 days after the later of (a) the date coverage under the Plan would end due to the qualifying event or (b) the date you are given notice of your obligation to provide such notice. Please see the section below entitled "Notice Requirement" for the requirements of such notice.

Notice Requirement

The notice must be postmarked (if mailed) or received by the COBRA Administrator (if hand delivered,) by the deadline set forth above. If the notice is late, the opportunity to elect or extend COBRA continuation coverage is lost and if you are electing COBRA continuation coverage, your coverage under the Plan will terminate on the last date for which you are eligible under the terms of the Plan or if you are eligible for an extension of COBRA continuation coverage, such coverage will end on the last day of the initial 18-month COBRA continuation coverage period.

For qualifying events such as divorce or legal separation of the Employee and Spouse or a Dependent Child's loss of eligibility under the Plan, the notice must contain the following information:

1) Name and address of the covered Employee or Former Employee;
2) Name and address of your Spouse, former Spouse and any Dependent Children;
3) Description of the qualifying event; and
4) Date of the qualifying event.

In addition to the information above, if you, your Spouse or any Dependent Child is determined by SSA to be disabled within 60 days after your COBRA continuation coverage begins, the notice must also contain the following information:

1) Name of person deemed disabled;
2) Date of disability; and
3) Copy of SSA determination letter.

If you cannot provide a copy of the SSA's determination by the deadline, complete and provide the notice as instructed and submit a copy of the decree of divorce or the SSA's determination within 30 days after the deadline. The notice will be timely if you do so. However, no COBRA continuation coverage or extension of such coverage will be available until the copy of the SSA's determination is provided.

If the notice does not contain all of the required information, the COBRA Administrator may request additional information. If the individual fails to provide such information within the time period specified in the request, the notice may be rejected.

In addition to accepting a letter with the information described above, the Plan Administrator, in its discretion, may develop and make available a form, which may then be completed to provide the required notice. If such a form is available, a covered Employee or a covered Spouse may obtain a copy by requesting it from the Plan Administrator at the address provided in this notice.

Notice must be sent to the COBRA Administrator at:

Meritain Health, Inc.

ATTN: COBRA Department

P.O. Box 27935

Golden Valley, MN 55427 Fax: (716) 319-5736

Termination of COBRA Continuation Coverage

COBRA continuation coverage automatically ends 18, 29 or 36 months (whichever is applicable) after the date of the qualifying event; however, coverage may end before the end of the maximum period on the earliest of the following events:

1) The date the Plan Sponsor ceases to provide any group health plan coverage;
2) The date on which the qualified beneficiary fails to pay the required contribution;
3) The date that the qualified beneficiary first becomes, after the date of election, covered under any other group health plan (as an Employee or otherwise) or entitled to either Medicare Part A or Part B (whichever comes first); or
4) The first day of the month that begins more than 30 days after the date of the SSA's determination that the qualified beneficiary is no longer disabled, but in no event before the end of the maximum coverage period that applied without taking into consideration the disability extension.

Payment of COBRA Continuation Coverage

Once COBRA continuation coverage is elected, you must pay for the cost of the initial period of coverage within 45 days. Payments then are due on the first day of each month to continue coverage for that month. If a payment is not received within 30 days of the due date, COBRA continuation coverage will be canceled and will not be reinstated. The amount you are required to pay for COBRA continuation coverage is 102% of the actual cost of coverage you elect, unless you qualify for the 11-month period of extended coverage due to disability (as specified above.) In the event of disability, you may be required to pay up to 150% of the actual cost of coverage you elect for the 11-month extension period.

Additional Information

Additional information about the Plan and COBRA continuation coverage is available from the Plan Administrator, who is identified on the General Plan Information page of this Plan.

Current Address

In order to protect your family's rights, you should keep the Plan Administrator informed of any changes in the addresses of family members.

Americans with Disabilities Policy

The Americans with Disabilities Act (ADA) is a federal law that prohibits employers with 15 or more employees from discriminating against applicants and employees with disabilities. It also requires employers to provide reasonable accommodations to applicants and employees who are qualified for a job, with or without reasonable accommodations, so that they may perform the essential job functions of the position.

Lake and Peninsula School District complies with all applicable laws concerning the employment of individuals with disabilities and acts in accordance with regulations and guidance issued by the Equal Opportunity Commission (EEOC.) The District does not discriminate against qualified individuals with disabilities in regard to application procedures, hiring, advancement, discharge, compensation, training or other terms, conditions and privileges of employment.

When a job applicant with a disability requests accommodation that can be reasonably provided without creating an undue hardship or causing a workplace safety risk, he or she will be given the same consideration for employment as any other applicant.

Lake and Peninsula School District will reasonably accommodate qualified individuals (candidates and employees) with disabilities so that they can perform the essential functions of a job, unless the requested accommodations result in the following:

- A direct threat to the safety or well-being of the individuals or others in the workplace and the threat cannot be eliminated by reasonable accommodation; or

- An undue hardship to Lake and Peninsula School District.

Individuals who are currently using illegal drugs are excluded from coverage under the District's ADA policy.

The Human Resources department is responsible for implementing this policy, including the resolution of reasonable accommodation, safety, direct threat and undue hardship issues.

Contact Human Resources Department with questions or concerns. email: hr@lpsd.com

Classified Staff Recommended Hours

The following is the recommended staffing pattern and job description for positions within the schools. The positions coincide with Range levels on the Salary Schedule.

Cook Hours – Recommended

Student Population	11-25	26-50	51+
Hours Per Day	3-5	4-6	5-7

Administrative Assistant Hours – Recommended

Student Population	30-40	41-50	51+
Hours Per Day	1-3	2-5	3-7

Custodial Staffing is based upon an annual review of total square footage, number of students and staff, and other requirements. An annual allocation of hours will be sent to each school indicating hours allowed.

Wages and Fringe Benefits

Wage Benefits

The District maintains a Comprehensive Hourly Wage Schedule for classified employees. The schedule at the time of this printing is included in the back of this handbook. This schedule is periodically changed by the School Board. The following outlines the various job categories and establishes range placement on the hourly wage schedule.

Pay Schedule Placement

Accounting Clerks	Range B-L
Aides	Range B-H
Aide I- Not Highly Qualified	Range B-1
Aide II- Highly Qualified	Range C-E
Aide III- Highly Qualified plus 4 Years of Experience	Range D-F
Aide IV- Associates Degree or Higher	Range E-H
Bus Drivers	Range B-C
Cook I	Range B-D
Cook II	Range C-F
Custodian I	Range B-D
Custodian II	Range C-F
General Maintenance	Range C-L
Administrative Assistant	Range B-I
Administrative Assistant to Superintendent and Board	Range B-L
Shipping and Receiving	Range C-I
Skilled Craftsman, Electricians, Plumbers, Carpenters, Painters	Range J-P

Classified Wage / Step Increases

Initial placement on the pay schedule is determined by the Superintendent or designee, taking into consideration responsibilities, training and experience.

Step increases are not automatic – step increases are made after determining a number of factors included in the evaluation process. The evaluation is the responsibility of the Site Principal with assistance from the Head-Teacher. Once the evaluation is completed a recommendation will be sent to the Superintendent or designee who will either authorize or deny the step increase.

A classified employee who changes jobs does not automatically take with him/her the range and step that was previously held.

The Superintendent or designee may advance a long-time employee past the top range for that position when the employee has been at the top of the range and step for two (2) years and an increase is recommended by the immediate supervisor.

No step increase shall be considered without the completion of an evaluation by the Site Principal.

Fringe Benefits

Permanent full-time classified employees of the District are eligible for the following fringe benefits listed below. Permanent part-time employees hired prior to July 1, 2024 that work a minimum of 3 hours per day or 15 hours per week are also eligible to receive the same benefits on a prorated basis. Permanent part-time employees hired after July 1, 2024 that work a minimum of 30 hours per week are eligible to participate in health and life insurance.

Short-time, Temporary and Substitute hire do not receive any fringe benefits.

1) Health and Life Insurance
2) Public Employees Retirement
3) Paid holidays when employee works the day before and after the holiday
4) Unemployment Insurance
5) Tax Sheltered Annuity Deductions (available upon request)
6) Supplemental Benefit Plans (available upon request)

Paid Holidays

There are 7 paid holidays: Labor Day, Thanksgiving Day, and the Friday after Thanksgiving Day, Christmas Day, New Year's Day, Memorial Day and July 4th. In addition, Christmas Eve, Washington 's Birthday, Seward's Day, and Alaska Day are holidays for classified year-round positions. Should one of the above holidays fall on a Saturday, the Friday prior to the holiday will be a paid holiday in its place. To be eligible for paid holidays, the following conditions must be met:

1) The employee must normally work at least 15 hours per week.
2) The employee must either work or be on approved sick leave or annual leave on his/her last scheduled working day prior to and after the holiday.

Reimbursement for Course Work

In order that employees are able to perform their duties at the highest and most satisfying level possible, The Lake and Peninsula School District will reimburse classified employees for tuition fees and books upon satisfactory completion of course work provided (1) the employee has received advanced approval, and (2) the course work is relevant to the employee's position.

Payroll Advance

Payroll advances are not encouraged; however, under extraordinary circumstances they may be granted with approval of the Business Manager. No more than two payroll advances are allowed each fiscal year. All requests for a payroll advance shall be submitted in written form.

Direct Deposit

All employees of The Lake and Peninsula School District are encouraged to direct deposit their monthly payroll checks to their bank account; simply send a completed direct deposit authorization to the Business Office.

Health Insurance

All permanent classified employees hired prior to July 1, 2024 working 15 or more hours per week are eligible for health and life insurance benefits. All permanent classified employees hired after July 1, 2024 working 30 or more hours per week are eligible for health and life insurance benefits. If insurance coverage is requested, an application must be sent to payroll within 30 days of initial employment, and coverage becomes effective 31 days from initial date of employment.

Public Employees Retirement System (PERS)

All permanent classified employees who have a scheduled work week of more than 15 hours per week are required to make contributions of a percentage of their gross salary to the State retirement system. The District also contributes a percentage determined annually by the State. PERS enrollment forms are to be completed on all new permanent classified employees.

FICA (Social Security)

Employees hired after April 1, 1986 are required to contribute 1.45% of their gross salary to the Social Security Medicaid System (FICA-MED.) Starting July 1, 1991, all classified employees who do not contribute to PERS contribute to the Federal Social Security System. FICA deductions are 6.2% of employee's gross salary.

Tax Sheltered Annuities

District employees may elect to take a tax annuity, which is deducted from paychecks each month. Before a deduction can be made, it is necessary for the employee to choose and set up an account with an approved provider. Employee must contact LPSD District Office for the most current list of providers. Once an account is set up a salary reduction agreement must be faxed to payroll to begin the deductions. The annuity is continuous unless the payroll office is notified in writing to make a change. Changes can only be made once in a calendar year.

Supplemental Benefit Plans

Supplemental benefit plans offered by American Fidelity Assurance Company. You can choose any of the following items: Flexible Spending Accounts (unreimbursed medical expenses); Dependent Care Accounts; Long-term Disability; Life Insurance; Accident Insurance; Cancer Insurance; Critical Illness Insurance; Long-term Care Insurance.

If interested in any of these items, contact the LPSD payroll office for the most recent agent to contact.

Other Payroll Deductions

Miscellaneous deductions may be made for items charged to the District by an individual for personal use or when an individual is requested to return an unused travel advance.

THE LAKE AND PENINSULA SCHOOL DISTRICT
FY 2026-27 CLASSIFIED HOURLY PAY SCHEDULE EFFECTIVE FOR WAGES PAID AFTER 7/1/2026

Range	STEP 1	INDEX	STEP 2	INDEX	STEP 3	INDEX	STEP 4	INDEX	STEP 5	INDEX
B	18.06	1.000	19.14	1.060	20.23	1.120	21.31	1.180	22.39	1.240
C	19.72	1.092	20.81	1.152	21.89	1.212	22.97	1.272	24.06	1.332
D	21.38	1.184	22.47	1.244	23.55	1.304	24.63	1.364	25.72	1.424
E	23.04	1.276	24.13	1.336	25.21	1.396	26.30	1.456	27.38	1.516
F	24.71	1.368	25.79	1.428	26.87	1.488	27.96	1.548	29.04	1.608
G	26.37	1.460	27.45	1.520	28.53	1.580	29.62	1.640	30.70	1.700
H	28.03	1.552	29.11	1.612	30.20	1.672	31.28	1.732	32.36	1.792
I	29.69	1.644	30.77	1.704	31.86	1.764	32.94	1.824	34.03	1.884
J	31.35	1.736	32.44	1.796	33.52	1.856	34.60	1.916	35.69	1.976
K	33.01	1.828	34.10	1.888	35.18	1.948	36.26	2.008	37.35	2.068
L	34.68	1.920	35.76	1.980	36.84	2.040	37.93	2.100	39.01	2.160
M	36.34	2.012	37.42	2.072	38.50	2.132	39.59	2.192	40.67	2.252
N	38.00	2.104	39.08	2.164	40.17	2.224	41.25	2.284	42.33	2.344
O	39.66	2.196	40.74	2.256	41.83	2.316	42.91	2.376	43.99	2.436
P	41.32	2.288	42.40	2.348	43.49	2.408	44.57	2.468	45.66	2.528

THE LAKE AND PENINSULA SCHOOL DISTRICT
FY 2027-28 CLASSIFIED HOURLY PAY SCHEDULE EFFECTIVE FOR WAGES PAID AFTER 7/1/2027

Range	STEP 1	INDEX	STEP 2	INDEX	STEP 3	INDEX	STEP 4	INDEX	STEP 5	INDEX
B	18.42	1.000	19.53	1.060	20.63	1.120	21.74	1.180	22.84	1.240
C	20.11	1.092	21.22	1.152	22.33	1.212	23.43	1.272	24.54	1.332
D	21.81	1.184	22.91	1.244	24.02	1.304	25.12	1.364	26.23	1.424
E	23.50	1.276	24.61	1.336	25.71	1.396	26.82	1.456	27.92	1.516
F	25.20	1.368	26.30	1.428	27.41	1.488	28.51	1.548	29.62	1.608
G	26.89	1.460	28.00	1.520	29.10	1.580	30.21	1.640	31.31	1.700
H	28.59	1.552	29.69	1.612	30.80	1.672	31.90	1.732	33.01	1.792
I	30.28	1.644	31.39	1.704	32.49	1.764	33.60	1.824	34.70	1.884
J	31.98	1.736	33.08	1.796	34.19	1.856	35.29	1.916	36.40	1.976
K	33.67	1.828	34.78	1.888	35.88	1.948	36.99	2.008	38.09	2.068
L	35.37	1.920	36.47	1.980	37.58	2.040	38.68	2.100	39.79	2.160
M	37.06	2.012	38.17	2.072	39.27	2.132	40.38	2.192	41.48	2.252
N	38.76	2.104	39.86	2.164	40.97	2.224	42.07	2.284	43.18	2.344
O	40.45	2.196	41.56	2.256	42.66	2.316	43.77	2.376	44.87	2.436
P	42.14	2.288	43.25	2.348	44.36	2.408	45.46	2.468	46.57	2.528

THE LAKE AND PENINSULA SCHOOL DISTRICT
FY 2028-29 CLASSIFIED HOURLY PAY SCHEDULE EFFECTIVE FOR WAGES PAID AFTER 7/1/2028

Range	STEP 1	INDEX	STEP 2	INDEX	STEP 3	INDEX	STEP 4	INDEX	STEP 5	INDEX
B	18.79	1.000	19.92	1.060	21.04	1.120	22.17	1.180	23.30	1.240
C	20.52	1.092	21.65	1.152	22.77	1.212	23.90	1.272	25.03	1.332
D	22.25	1.184	23.37	1.244	24.50	1.304	25.63	1.364	26.76	1.424
E	23.98	1.276	25.10	1.336	26.23	1.396	27.36	1.456	28.49	1.516
F	25.70	1.368	26.83	1.428	27.96	1.488	29.09	1.548	30.21	1.608
G	27.43	1.460	28.56	1.520	29.69	1.580	30.82	1.640	31.94	1.700
H	29.16	1.552	30.29	1.612	31.42	1.672	32.54	1.732	33.67	1.792
I	30.89	1.644	32.02	1.704	33.15	1.764	34.27	1.824	35.40	1.884
J	32.62	1.736	33.75	1.796	34.87	1.856	36.00	1.916	37.13	1.976
K	34.35	1.828	35.48	1.888	36.60	1.948	37.73	2.008	38.86	2.068
L	36.08	1.920	37.20	1.980	38.33	2.040	39.46	2.100	40.59	2.160
M	37.81	2.012	38.93	2.072	40.06	2.132	41.19	2.192	42.32	2.252
N	39.53	2.104	40.66	2.164	41.79	2.224	42.92	2.284	44.04	2.344
O	41.26	2.196	42.39	2.256	43.52	2.316	44.65	2.376	45.77	2.436
P	42.99	2.288	44.12	2.348	45.25	2.408	46.37	2.468	47.50	2.528

THE LAKE AND PENINSULA SCHOOL DISTRICT
FY 2029-30 CLASSIFIED HOURLY PAY SCHEDULE EFFECTIVE FOR WAGES PAID AFTER 7/1/2029

Range	STEP 1	INDEX	STEP 2	INDEX	STEP 3	INDEX	STEP 4	INDEX	STEP 5	INDEX
B	19.17	1.000	20.32	1.060	21.47	1.120	22.62	1.180	23.77	1.240
C	20.93	1.092	22.08	1.152	23.23	1.212	24.38	1.272	25.53	1.332
D	22.70	1.184	23.85	1.244	25.00	1.304	26.15	1.364	27.30	1.424
E	24.46	1.276	25.61	1.336	26.76	1.396	27.91	1.456	29.06	1.516
F	26.22	1.368	27.37	1.428	28.52	1.488	29.68	1.548	30.83	1.608
G	27.99	1.460	29.14	1.520	30.29	1.580	31.44	1.640	32.59	1.700
H	29.75	1.552	30.90	1.612	32.05	1.672	33.20	1.732	34.35	1.792
I	31.52	1.644	32.67	1.704	33.82	1.764	34.97	1.824	36.12	1.884
J	33.28	1.736	34.43	1.796	35.58	1.856	36.73	1.916	37.88	1.976
K	35.04	1.828	36.19	1.888	37.34	1.948	38.49	2.008	39.64	2.068
L	36.81	1.920	37.96	1.980	39.11	2.040	40.26	2.100	41.41	2.160
M	38.57	2.012	39.72	2.072	40.87	2.132	42.02	2.192	43.17	2.252
N	40.33	2.104	41.48	2.164	42.63	2.224	43.78	2.284	44.93	2.344
O	42.10	2.196	43.25	2.256	44.40	2.316	45.55	2.376	46.70	2.436
P	43.86	2.288	45.01	2.348	46.16	2.408	47.31	2.468	48.46	2.528

THE LAKE AND PENINSULA SCHOOL DISTRICT

101 Jensen Drive
King Salmon, AK 99613
907-246-4280

1617 S Industrial Way #1
Palmer, AK 99645
907-745-7090

RECEIPT OF CLASSIFIED PERSONNEL HANDBOOK

Purpose of Handbook

This handbook can help you by establishing guidelines and procedures so that we can maintain a safe and healthy work environment, in the best interest of students. It can prevent misunderstanding and disappointment and provide guidance in the decision-making process. This Handbook is not the highest authority in the District; it is a function of the District School Board and Administrative Policy and may never exceed either.

Policies Include but are not limited to:

Drug and Alcohol-Free Workplace

Boundaries

Harassment

Family and Medical Leave Act

Internet User Agreement

I acknowledge that I have received, read and understand the July 1, 2026 update of the Classified Personnel Handbook.

_____ _____

Employee Signature Date

_____

Print or Type Name