

Elkton-Pigeon-Bay Port Laker Schools

Guidance Counselor, Technology Director, Athletic
Director and Social Worker Handbook

2017-2018, 2018-2019, & 2019-2020

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INTRODUCTION

The information presented in this handbook is for informational purposes and is also designed to acquaint each employee with certain employment-related aspects within the district. Statements of policy, procedure, practice, and benefits are subject to change. Each employee will receive notice of changes from the Superintendent.

The information contained in this handbook is not subject to modification or amendment in writing or verbally by any agent of the Board of Education. Changes in this handbook can only be implemented by the Board in accordance with its procedures. This handbook will supersede any prior conditions of employment that conflict with its terms.

SECTION 1--COVERED POSITIONS

- A. The positions covered by this handbook include the Guidance Counselor, Technology Director , Athletic Director and Social Workers.

Excluded from this handbook are temporary, substitutes and all others employees and subcontracted individuals.

- B. “Substitutes” are individuals scheduled to work in the absence of a regular employee on a leave of absence (paid or unpaid) including the period of time required to post and fill vacancies.

“Temporary” employees are those employed to meet temporary labor needs.

“Employee” when used hereinafter shall refer to all administrators covered by this handbook.

SECTION 2—VACANCIES AND ASSIGNMENTS

- A. The district posts notices of vacancies on the district’s web site unless the Board determines to fill the position through the transfer of an existing employee. Interested persons may apply in writing within the published deadline for making application.
- B. The most highly qualified applicant for a particular vacancy.

SECTION 3—WORK SCHEDULES

- A. The Board will determine the number of contracted work days upon receipt of a recommendation from the Superintendent. The number of days will be detailed in the employee’s individual contract and may change. In the event of a change in the number of work days or a change in assignment, the employee’s salary will be adjusted accordingly.
- B. In general and unless other arrangements are approved by the Superintendent or Board, the scheduled work days will minimally include those days on which teachers are in attendance. The

scheduling of remaining work days will be coordinated with the Superintendent.

Employees may not work additional days for additional pay beyond the number of days approved for their position without the prior approval of the Superintendent or Board.

- C. The number of daily working hours expected for positions covered by this handbook are those that would normally be associated with professional positions. Typically the day will be at least eight (8) hours in duration for full time positions and may be impacted by other work related activities such as but not limited to athletic events, staff meetings and parent teacher conferences. The specific beginning and ending times of the normal work day will be coordinated with the Superintendent.

There will be no compensatory time absent the approval of the Superintendent or Board.

- D. On days on which students are not in attendance, the Superintendent under limited circumstances may authorize the employee to work out of remote location for the day (i.e. inclement weather days, etc.).

SECTION 4—RESPONSIBILITIES OF EMPLOYEES, EVALUATIONS AND DISCIPLINARY PROCEDURES

- A. The Superintendent will assure that each position has a comprehensive job description.

In addition to those responsibilities identified in the job description, employees are expected to comply with all provisions of the districts master labor agreements, Board Policies, Administrative Rules and Regulations and applicable laws.

- B. Employees are expected to devote his/her talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned. Employees are expected to faithfully perform those duties assigned by the Board and Superintendent and to comply with the directives of the Board and Superintendent.

Employees must comply with and fulfill all responsibilities and tasks required by state and federal law and regulations and by the Board and Superintendent to carry out the educational programs and policies of the school district for which he/she is responsible during the entire term of their individual contract.

Employees are expected to devote substantially all of their business time, attention and services to the diligent, faithful and competent discharge of his/her duties on behalf of the school district to enhance the operation of the school district and agrees to use his/her best efforts to maintain and improve the quality of the programs and services of the school district.

- C. As a condition of continued employment, employees must possess, hold and will maintain all certificates, credentials and qualifications required by law, including the provisions of Sections 1246 and 1536 of the Revised School Code, the Rules and Regulations of the Michigan Department of Education, and those required by the Board to serve in the assigned position.

If at any time employee fails to maintain all certificates, credentials, continuing education requirements and/or qualifications for the position to which the employee is assigned, the employee shall be terminate and the Board shall have no further obligation hereunder.

- D. Employee performance shall be evaluated by the Superintendent or his/her designee at least annually.
- E. The Board may terminate an employee's employment at any time during the term of an individual contract when it determines that employee has by way of example materially breached the terms and conditions of the employees individual contract or provisions of the this handbook or for other causes that are not arbitrary or capricious.

The Superintendent has the authority to discipline or terminate employees provided such actions are not taken for reasons that are arbitrary or capricious. In the event that the Board undertakes to dismiss an employee during the term of an individual contract, the employee will be entitled to written notice of charges and an opportunity for a hearing before the Board. In the event of termination of employment during the term of an individual contract, the individual contract shall automatically terminate and the Board shall have no further obligation hereunder.

SECTION 5—LAYOFF AND TRANSFERS

- A. The Board reserves the right to terminate individual contacts pursuant to a reduction in personnel as determined by the Board. The employee shall be given at least ninety (90) calendar (30) days notice of termination prior to the effective date of layoff. In the event of layoff, the Board shall have no further obligation under an employee's individual contract.
- B. Employees are subject to transfer for reasons that are not arbitrary or capricious by the Superintendent or Board of Education and in those instances, the salary and work days will be adjusted accordingly.

SECTION 6—INDIVIDUAL CONTRACTS AND NON-RENEWAL

- A. Employees shall not be deemed to be granted continuing tenure in the position initially assigned or to which he/she may be assigned or transferred or in any capacity other than that of a classroom teacher (should the probationary period required for tenure as a teacher be fulfilled) by virtue of any individual contract or any employment assignment (requiring certification) with the school district.

A decision of the Board not to continue or renew the employment of an employee for any subsequent period in any capacity, other than as a classroom teacher, as may be required by the Teachers' Tenure Act, is not to be deemed a breach of an individual contract or a discharge or demotion within the provisions of the Michigan Teachers' Tenure Act.

- B. Absent the recommendation of the Superintendent and the approval of the Board of Education for a two (2) year fixed term contract, all individual contracts will be a fixed one (1) year term.

Any individual contract between the Board and an individual employee shall be subject to and consistent with the terms and conditions of this handbook. In the event of any conflicts between this handbook and an individual contract, this handbook will supersede.

- C. If notice of non-renewal of an individual contract of personnel covered by MCL 380.1229 is not given at least sixty (60) days before the termination date of the individual contract, the individual contract is renewed for an additional one (1) year period. Such notice will not be issued for reasons that are arbitrary or capricious.

The Board will not issue a notice of nonrenewal to administrative personnel covered by MCL 380.1229 unless the affected employee has been provided with not less than thirty (30) calendar days advance notice that the Board is considering the non-renewal together with a written statement of the reasons the Board is considering the non-renewal. After the issuance of the written statement, but before the non-renewal statement is issued, the affected employee shall be given the opportunity to meet with not less than a majority of the Board of Education to discuss the reasons stated in the written statement. The meeting shall be open to the public or a closed session, as the affected employee elects under section 8 of the Open Meetings Act, Act No. 267 of the Public Acts of 1976, and being Section 15.268 of the Michigan Compiled Laws. If the Board fails to provide for a meeting with the Board, the affected person's contract is renewed for an additional 1-year period.

SECTION 7--PAID LEAVE TIME

- A. Attendance and punctuality are important performance evaluation factors. Each employee is expected to maintain an acceptable attendance record that will not cause the district hardships or extra expense in conducting business. If an employee is going to be late or absent because of sickness, a family emergency, etc., notify Superintendent as early as possible follow up using the established procedures.

Any employee who misrepresents the facts pertaining to an absence (paid or unpaid) will be subject to discipline up to and including termination.

The district reserves the right to send the employee to a district-appointed physician or other qualified professional personnel if questions arise concerning an absence or fitness for continued service or to require the employee to provide information from the employees providers.

- B. At the beginning of the work year, full time employees will be credited with eighty (80) hours of sick leave time.

Unused hours will accumulate from year to year up to a total of eight hundred (800) hours.

Sick leave may be used for:

1. Personal illness or disability.
2. Illness or disability in the immediate family. The maximum available each year is ten (10)

days. Immediate family is defined as spouse, children, parents or others living in the employee's home. In extenuating circumstances, the Superintendent may approve additional days and permit days to be used for other relatives. The Board may approve additional days for the Superintendent.

- C. Up to five (5) days deducted from sick leave for each death in the immediate family will be allowed. Immediate family is defined as spouse, parents of the employee and the employee's spouse, children, siblings and siblings of the employee's spouse, grandparents and grandchildren. Additional days may be approved by the Superintendent.
- D. At the beginning of each work year, full-time employees will be credited in advance with sixteen (16) hours for personal business that will not accumulate from year to year. Up to an additional sixteen (16) hours deducted from sick leave may be authorized by the Superintendent in extenuating circumstances. These days are intended to be available for use for situations that cannot be scheduled outside of work time.

At least three (3) business days advanced notice is required to use personal business days unless extenuating circumstances exist.

Personal days before or after holiday periods throughout the year or at the beginning and end of the summer break are discouraged but may be considered by the Superintendent for approval in unusual circumstances. Each request will be reviewed on a case by case basis and in the process of the review, the employees overall attendance record will be reviewed.

Unused personal business days will be added to an employee's sick leave accumulation unless the employee's sick leave accumulation is at the maximum.

- E. Employees who are required to report for jury duty during working hours shall be released with pay provided they turn over to the district any earnings (excluding mileage) received for jury duty.

Employees are expected to report to work if not impaneled for the day. If released during the day from jury duty, the employee must contact their supervisor to receive directions as to whether to report. If excused by the supervisor, the employee will receive pay for the balance of the day.

- F. Employees hiring in during the course of the year or who do not complete a full year will have paid sick leave and personal business leave time prorated.
- G. Upon request of the Board or Superintendent, employees must authorize the release of medical information necessary to determine if the employee is capable of performing the essential job functions required by his/her assignment, with or without job accommodation(s). Any physical or mental examination or disclosure of such information required of an employee by the Board or Superintendent shall be job related and consistent with business necessity. Any medical or psychological examination under this section shall be at Board expense. Any information obtained from medical or psychological examinations or inquiries shall be considered and treated as confidential.
- H. At the end of each year, the district will buy back unused sick leave in excess of 800 hours at the rate of \$50 per day (8 hours equals one day).

- I. Employees retiring under the provisions of the Michigan Public School Employees Retirement System will be paid for unused sick leave upon retirement subject to the following conditions:
1. The employee must have at least ten (10) years of service to the district or at least eight hundred (800) hours of accumulated sick leave.
 2. The employee must be retiring at the end of the fiscal year and must submit an irrevocable letter of resignation by April 1 of the year of retirement. The April 1 deadline may be waived in extenuating circumstances by the Board of Education if the employee can demonstrate good cause as to why the notice was not possible to be given by April 1.
 3. The district will pay \$80 per day up to 880 hours (8 hours equals one day).

SECTION 8--UNPAID LEAVES

- A. In the event of an employee's mental and/or physical incapacity to perform the duties of their assignment, the employee will be granted an initial leave of ninety (90) work days for purpose of recovery. The employee must first exhaust any accumulated sick leave, personal business and paid vacation time.

Upon utilizing leave under this provision, employee shall furnish medical certification to the Board (or its designee) regarding the necessity for the leave. If the Board (or designee) has reason to doubt the validity of the medical certification supplied by an employee, it may require a second opinion, at Board expense.

An employee may request a ninety (90) work day unpaid leave extension in the event of continued physical and/or mental inability to return to work at the expiration of the initial leave interval, as described above, provided that there is reasonable likelihood that employee will be able to resume their duties at the end of the extended leave interval. Medical certification shall be supplied by employee as a condition to any leave extension. Any extensions of leave for this purpose shall be at the discretion of the Board.

If an employee is unable to resume work the conclusion of a leave taken under this section, the employee's employment and individual contract may be terminated at the option of the Board. However, no such termination shall occur where restoration after the leave is required by the Family and Medical Leave Act.

Prior to resumption of duty after an unpaid leave of absence for a serious health condition, an employee must provide to the Board a fitness for duty certification from employee's health care provider.

- B. Employees may also apply for unpaid leaves for child care or illness or disability of the employees spouse or child.

Unpaid leave requests must be submitted in writing to the Superintendent along with the appropriate medical documentation where the leave is attributable to an illness or disability.

The initial leave will be granted an initial leave of up to ninety (90) work days. An employee may request up to a ninety (90) work day unpaid leave extension in the event of continued need at the expiration of the initial leave interval provided that there is reasonable likelihood that employee will be able to resume their duties at the end of the extended leave interval. Any extensions of leave for this purpose shall be at the discretion of the Board.

If an employee does not resume work at the conclusion of a leave taken under this section (or any extension thereof), the employee's employment and individual contract may be terminated at the option of the Board. However, no such termination shall occur where restoration after leave is required by the Family and Medical Leave Act.

- B. The district utilizes the "rolling twelve month" method of calculation of unpaid time afforded under the Family Medical and Leave Act and does reduce the time afforded under the Act by allowable compensated time (i.e. vacation, sick leave within the limits and personal business) under this handbook .
- C. In general, there will be no unpaid days off afforded for any reason other than those set forth in Section A above.

SECTION 9--GENERAL PROVISIONS

- A. The district will withhold from an employees paycheck legally required deductions, such as taxes, those ordered by any court order, and those available through voluntary signed authorization for credit union, annuities, or other available programs designated by the Board. Voluntary deductions specifically authorized by the employee in writing, and approved by the Superintendent, will also be withheld.

- B. All employees are paid bi-weekly on Friday in equal payments throughout the year.

In the event that the payroll date is a holiday, the payroll shall be paid on the working day immediately preceding the regular payroll date.

Employees may elect to be paid through direct deposit or paper check.

Changes in employee salaries for the year begin on July 1. Should an employee separate employment and salary has been advanced beyond the number of days worked for the year, the employee will be required to make restitution to the district.

- C. Employees may not work additional days for pay without the prior approval of the Superintendent.
- D. Paid sick leave and personal business days for less than full year employees will be prorated.

Paid sick leave, personal business and vacation time is credited at the start of a work year in anticipation of the employee completing the entire year. In the event of a separation of employment or extended unpaid leave before the completion of the year, any personal business, sick leave credited for that year will be prorated and any excess payments will be subject to repayment via payroll deductions or in another manner by the employee.

- E. An employee who is authorized to use their personal vehicle for district business, will be reimbursed at the per mile rate established by the Internal Revenue Service. Mileage must be recorded on forms provided by the District and on the timeline established by the Business Office in order to qualify for reimbursement.
- F. Employees must report all injuries and accidents that have an effect upon your ability to perform your job immediately to your supervisor and complete a report form (the form is available from the Superintendent's Office). Prompt and thorough reporting of accidents can protect the employee and the Board from unnecessary liability.
- G. Employees are eligible to be reimbursed for travel, meals and lodging in accordance with per diem expense and reimbursement procedures established by the Board. Any expense to be incurred by an employee for out-of-district travel shall be submitted in advance for review and approval by the Board or its designee. Employees must present an itemized account of his/her reasonable and necessary expenses in accordance with direction of the Board or its designee.
- H. The fees or dues for membership in appropriate state and national professional organization are paid by the Board. Subject to prior approval by the Superintendent or Board, the Administrator may attend appropriate professional meetings at the local, state and national levels and shall be reimbursed for any registration fees, tuition, travel, lodging and/or reasonable meal expenses for himself/herself in relation thereto not prepaid by the Board.
- I. If any provisions of this handbook or any application of the handbook to any employee or group of employees shall be found contrary to law, then such provisions or that application shall be void to the extent required by law. All other provisions and legally consistent applications shall continue in full force.
- J. The Board pays premiums for errors and omissions insurance coverage for employees while engaged in the performance of a governmental function and while the employee is acting within the scope of his/her authority and within the limits of the policy. The terms of the errors and omissions insurance policy are controlling respecting defense and indemnity of an employee. The sole obligation undertaken by the Board is limited to the payment of premium amounts for the errors and omissions coverage.

SECTION 10--SCHOOL CANCELLATIONS

- A. Unless authorization is received under Section 3(D), employees are required to report to work on schedule work days when schools are closed due to inclement weather. If unable to report, the employee may use available personal business time.
- B. When there is a delay in the start of the instructional day due to inclement weather, employees should report as close as possible to their regular starting time.

When school is dismissed early, the Superintendent will advise when the employee may leave work.

SECTION 11—COMPLAINT PROCEDURE

- A. A complaint shall be defined as an alleged violation, misapplication or misinterpretation of the expressed terms and conditions of this handbook.
- B. The term "days" as used herein shall mean days the central office is open.
- C. Written complaints shall contain the following:
 - 1. It shall be signed by the complaining party;
 - 2. It shall contain a synopsis of the facts giving rise to the alleged violation;
 - 3. It shall cite the section or subsections of this handbook alleged to have been violated;
 - 4. It shall contain the date of the alleged violation;
 - 5. It shall specify the relief requested.

Any written complaint not in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend the limitations hereinafter set forth.

- D. A copy of the written complaint shall be filed with the Superintendent. Within five (5) days of receipt of the complaint, the Superintendent will arrange a meeting with the complaining person to discuss the complaint. Within five (5) days of the discussion, the Superintendent will render a decision in writing. The Superintendent's decision shall be final.

SECTION 12--INSURANCE

- A. The District's sole responsibility is to pay insurance premiums and required costs on behalf of eligible employees who are regularly scheduled to work at least thirty (30) hours per week and their eligible dependents. Where an employee is regularly scheduled to work less than thirty (30) hours per week and additional hours are worked so as to qualify for consideration under the Affordable Care Act, the district may make an offer of single subscriber (no cash in lieu of will be offered) to the employee if by doing so would avoid a penalty under the Act.

The Board will determine and may change from time to time the plan specifications, underwriters and third party administrators and may self-fund certain benefits.

The plans will include medical, dental, vision, group term life and long term disability. The plans will be determined by the district and may change from time to time.

Eligible employees who elect not to enroll in dental and vision plan will receive \$100.00 per month

in cash under a qualified Section 125 plan.

Eligible employees not electing to enroll in the medical plan will receive an amount equal to fifty (50%) percent of the subscriber rate the District would have paid had the employee enrolled in the medical plan. The amount will be paid in cash under a qualified Section 125 plan.

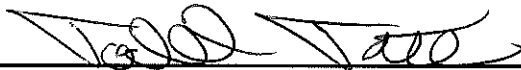
Information outlining benefit coverage is available at the Business Office.

The maximum amount the Board will pay for the medical plan is limited by the Publicly Funded Health Insurance Contribution Act (Act 152 of 2011 as amended). The district will pay up to the cost for each subscriber category in Section 3 of the Act. In the event the Publicly Affordable Health Insurance Contribution Act is repealed, the most recent level of contributions will remain in effect unless amended by the Board.

Employees are responsible for all costs required to maintain coverage in excess of the Board's contribution above and such amounts will be payroll deducted.

Premium and other contributions will be discontinued when an employee is laid off, separates employment or goes on an unpaid leave (unless continuation in the unpaid leave is required under the Family Medical and Leave Act). The schedule for the restoration of benefits when returning from an unpaid leave or layoff will be determined by the Business Office in consultation with the various underwriters and plan administrators.

ELKTON-PIGEON-BAY PORT LAKER BOARD OF EDUCATION



President

6-26-17

Date of adoption

ELKTON-PIGEON-BAY PORT LAKER ADMINISTRATION

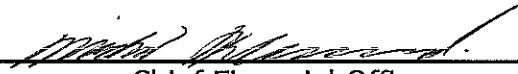


Superintendent

6-26-17

Date of adoption

**ELKTON-PIGEON-BAY PORT LAKER
ADMINISTRATION**



Chief Financial Officer

6-26-17

Date of adoption