

Elkton-Pigeon-Bay Port Laker Schools

Interventionists 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. This handbook is not a contract or guaranty of employment. 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.

Employees covered by this handbook will not be issued individual contracts.

SECTION 1--COVERED POSITIONS

- A. The positions covered by this handbook include all full-time and regularly scheduled part-time Interventionists.

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 and awaiting the return of a regular employee from a recall.

"Temporary" employees are those employed to meet temporary labor needs.

"Employee or Interventionist" when used hereinafter shall refer to all coordinators covered by this handbook.

SECTION 2—VACANCIES AND TRANSFERS

- A. The district posts notices of vacancies on the district's web site unless the administration determines to fill the position through the transfer of an existing employee. Interested persons may apply in writing within seven (7) calendar days from the published date on the vacancy notice.
- B. The most highly qualified applicant for a particular vacancy (whether internal or external to the district) will be selected.
- C. Employees are subject to transfer at the discretion of the Superintendent.
- D. Employees who are interested in a transfer may submit the request in writing to the Superintendent.

SECTION 3—WORK SCHEDULES

- A. The work year for full-time coordinators generally will coincide with the days all teachers are scheduled to work plus any additional days authorized by the Superintendent during the summer and other break periods.
- B. The normal work day for full-time and part-time employee is established by the Superintendent.

Employees scheduled to work five (5) hours and forty-five (45) minutes or more hours per day will be scheduled for an unpaid duty free thirty (30) minute lunch period. Employees scheduled to work less than five (5) hours and forty-five (45) hours per day will not be scheduled for a lunch break.

Employees will receive a fifteen (15) minute paid break for each four (4) of work each day.

Break and lunch periods will be scheduled by the employee's supervisor.

SECTION 4—EMPLOYEE RESPONSIBILITIES AND EVALUATIONS

- A. The Superintendent will assure that each position has a comprehensive job description. In addition to those responsibilities, employees are expected to comply with all provisions of Board Policies and 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, Superintendent and supervisors.

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 the employee is responsible.

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. The Superintendent will assure that each employee is evaluated at least once each year by their supervisor.

SECTION 5—LAYOFF AND RECALL

If it becomes necessary to layoff an employee due to restructuring, building closures or any other reason, the laid off employee will be considered for vacancies that may arise for a period of twenty-four (24) months from the effective date of layoff.

Absent extenuating circumstances, employees scheduled for layoff will normally be given at least thirty (30) calendar days notice.

SECTION 6—DISCIPLINE STANDARD AND PROBATIONARY PERIOD

- A. Employees hired into positions covered by this handbook will be considered as "probationary employees" for the first ninety (90) work days. Days missed during the probationary period shall serve to extend the time period.

The only entitlement of probationary employees is the established hourly rate. Other entitlements will commence after the completion of the probationary period except for insurance benefits which may be delayed until the first day of the month following the completion of the probationary period depending upon the date of completion of the probationary period. If a delay under the foregoing would create a potential penalty under the Affordable Care Act, the district may commence payments for the medical plan at an earlier date.

Probationary employees are considered employed at the will of the district and may be disciplined or discharged with or without cause.

- B. Once an employee has completed the probationary period, the employee will not be disciplined or discharged for reasons that are arbitrary or capricious.

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 your supervisor as early as possible following the established notification 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. Employees will be credited in advance with ten (10) days of sick leave at the beginning of the school year. Paid time off will be maintained in hours (i.e. a 7.5 hour employee is credited with 7.5 hours for one day, etc.).

Unused days will accumulate from year to year up to a total of seven hundred fifty (750) hours. Employees hired under the provisions of this handbook prior to July 1, 2014, will be paid off at the end of each fiscal year at the rate of \$3.00 per hour for each hour in excess of seven hundred fifty (750) hours.

Sick leave may be used for:

- a. Personal illness or disability.
- b. Serious illness or disability in the immediate family. The maximum available each year is five (5) days. Immediate family is defined as spouse, children and parents.
- C. Up to five (5) sick leave days 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.
- D. At the beginning of each year, employees will be advance credited with two (2) days not deducted from sick leave for personal business. 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 and performance 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 who are subpoenaed by the Board to testify in any proceeding will receive their regular rate of pay.
- G. 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.

In the event of a separation of employment, layoff or extended unpaid leave before the completion of the year, any personal business or 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.

- H. 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.

- I. Employees hired prior to July 1, 2014 will qualify for the severance payment. In order to receive the payment, the employee must submit a letter of resignation by April 1 of the year in which the employee is to retire under the Michigan Public School Employees Retirement System and the effective date of the resignation must be the last scheduled work day of the fiscal year.

The district will pay the employee at the rate of \$3.50 per hour for unused sick time over two hundred (200) hours. The payoff shall be made no later than June 30th each school year.

SECTION 8--UNPAID LEAVES

- A. In the event of an employee's mental and/or physical incapacity to perform the duties of their assignment as certified by an appropriate licensed professional, the employee may be granted a leave of up to one (1) year. The employee must first exhaust any accumulated paid leave time.

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.

There will be no extensions of an unpaid leave after the above referenced one year period.

If an employee is unable to resume work or does not return to work at the conclusion of a leave, the employee will be terminated.

Prior to resumption of duty after an unpaid leave of absence, an employee must provide to the Board a fitness for duty certification from an appropriate licensed professional.

- B. Employees may also request 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 may 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.

- C. If an employee does not resume work at the conclusion of a leave taken under this section (or any extension thereof), the employee will be terminated.

- D. 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. sick leave within the stated limits and personal business) under this handbook .

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.

Employees must complete a signed time sheet that records hours worked or use the time clock as directed by the district. Absence forms must also be submitted to the employee’s supervisor for approval.

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 be elect to be paid through direct deposit or receive a regular paper payroll check. The district reserves the right to at its option to require electronic payroll procedures and discontinue paper checks.

If direct deposit is utilized, pay stubs can be accessed on line or the district may elect to put a copy in the employees district mail box.

- C. The following provisions will apply to overtime and extra hours on a given day:
1. No overtime or extra hours will be worked without authorization by Superintendent or the Superintendent’s designee.
 2. Paid and unpaid time off regardless of its origins will not be counted as hours worked for purposes of computing overtime pay.
 3. Overtime payments will only be issued after forty (40) hours physically worked in a given workweek.
- D. 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.
- E. Employees must report all injuries and accidents that have an effect upon the ability to perform

the job immediately to the employee's 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.

- F. 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.

SECTION 10--SCHOOL CANCELLATIONS

- A. Employees are not required to report to work on days schools are closed due to inclement weather. For those days and hours the State of Michigan conveys state aid for inclement weather, the employee will be paid provided the employee is scheduled to work that day. All other lost time will be paid in advance, however, the employee must work the rescheduled days without added pay.
- 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 employee's supervisor will advise when the employee may leave work.

SECTION 11--HOLIDAY PAY

- A. The following seven (7) days shall be considered as paid holidays for employees who have completed the probationary period :
 - Labor Day
 - Thanksgiving Day
 - Friday after Thanksgiving
 - Christmas
 - New Year's Day
 - Good Friday (If students are in attendance, an alternative day will be established)
 - Memorial Day
- B. An employee off sick on the holiday or the day before or after the holiday may be required to submit medical proof of illness to receive holiday pay.
- C. An employee must be in pay status (working or paid leave) the work day immediately before and the work day immediately following a paid holiday in order to qualify for holiday pay.
- D. If an employee is required to work on one of the above designated holidays, the employee shall receive time and one-half (1½) for all hours worked plus holiday pay.

SECTION 12—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 13--INSURANCE

The Board reserves the right to change the identity of the insurance carrier, policyholder or third party administrator for any of the insurance coverage, provided that comparable coverage, as determined by the Board, is maintained. Additionally, the Board reserves the right to self-fund any benefits.

The Board shall not be required to remit premiums for any insurance coverage for an employee and/or their eligible dependents if enrollment or coverage is denied by the insurance underwriter, policyholder or third-party administrator. The terms of any contract or policy issued by any insurance company or third-party administrator shall be controlling as to all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters. Employees may be required to submit to such medical examinations, supply such information and execute such documents as may be required by any underwriter, policyholder or third party administrator providing insurance programs.

Employees are responsible for assuring completion of all forms and documents needed to receive the above-described insurance coverage.

The District's sole responsibility is to pay insurance premiums and required costs on behalf of eligible employees and their eligible dependents.

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.

Information outlining benefit coverage is available at the Business Office.

The plans will include medical, dental, vision and group term life insurance. 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 \$200.00 per month in cash under a qualified Section 125 plan.

Employees will be eligible for the payment by the district for term life, dental and vision benefits provided the employees is regularly scheduled to work at least twenty (20) hours per week.

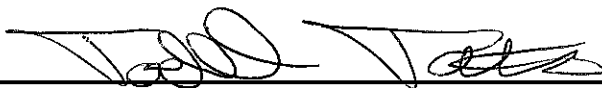
Employees will be eligible for the payment by the district for single subscriber medical insurance provided the employee is regularly scheduled to work at least thirty (30) hours per week. Where an employee is regularly scheduled to work less than thirty (30) hours per week and additional hours are worked 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 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 single subscriber and employees may elect to enroll dependents at their own expense. 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 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

W. J. Fisher

Superintendent

6-26-17

Date of adoption

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

Wanda Blum

Chief Financial Officer

6-26-17

Date of adoption

**Attachment A (Hourly Rate of Pay)
2017-2018**

The hourly rate of pay will be \$25.58

An off schedule payment of \$100 will be paid in September to all employees covered under this handbook. This section will terminate and cease to be binding upon the district effective June 30, 2020.

LONGEVITY PAY

Employees with twenty (20) or more years of service will be eligible for a \$225 per year longevity payment. The longevity pay will be issued in June.

Years shall be defined as full years of continuous service since the employees last date of hire by the district. Years of service will include all years of service whether under this handbook or another regularly scheduled full or part time position since the employees last date of hire. Periods of unpaid leave, layoff and substitute service will not count as service time.

**Attachment B (Hourly Rate of Pay)
2018-2019**

The hourly rate of pay will be \$25.84

An off schedule payment of \$100 will be paid in September to all employees covered under this handbook. This section will terminate and cease to be binding upon the district effective June 30, 2020.

LONGEVITY PAY

Employees with twenty (20) or more years of service will be eligible for a \$250 per year longevity payment. The longevity pay will be issued in June.

Years shall be defined as full years of continuous service since the employees last date of hire by the district. Years of service will include all years of service whether under this handbook or another regularly scheduled full or part time position since the employees last date of hire. Periods of unpaid leave, layoff and substitute service will not count as service time.

Attachment C (Hourly Rate of Pay)
2019-2020

The hourly rate of pay will be \$26.10

An off schedule payment of \$100 will be paid in September to all employees covered under this handbook. This section will terminate and cease to be binding upon the district effective June 30, 2020.

LONGEVITY PAY

Employees with twenty (20) or more years of service will be eligible for a \$275 per year longevity payment. The longevity pay will be issued in June.

Years shall be defined as full years of continuous service since the employees last date of hire by the district. Years of service will include all years of service whether under this handbook or another regularly scheduled full or part time position since the employees last date of hire. Periods of unpaid leave, layoff and substitute service will not count as service time.