

Elkton-Pigeon-Bay Port Laker Schools  
Payroll Specialist and Administrative Assistant  
Handbook  
2017-2018, 2018-2019, & 2019-2020

# TABLE OF CONTENTS

	<u>Page Number</u>
Introduction	2
Section 1 - Covered Positions	2
Section 2 – Vacancies and Assignments	2
Section 3 - Work Schedules	2
Section 4 - Responsibilities of Employees, Evaluations, and Disciplinary Procedures	3
Section 5 - Layoff and Transfers	4
Section 6 – Paid Leave Time	4
Section 7 – Unpaid Leaves	6
Section 8 – General Provisions	7
Section 9 – School Cancellations	8
Section 10 – Complaint Procedure	8
Section 11 – Insurance	9
Section 12 – Vacation and Paid Holidays	10
Attachment A – Hourly Pay Rates	12
Attachment B – Hourly Pay Rates	13
Attachment C – Hourly Pay Rates	14

## 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 Payroll Specialist and Administrative Assistant.

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

- B. "Substitutes/interims" 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 and hours upon receipt of a recommendation from the Superintendent. In the event of a change in the number of work days, work hours or a change in assignment, the employee's wages 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 beyond the number of days approved for their position without the prior approval of the Superintendent.

- C. Employees will be paid time and one half for all hours physically worked over forty (40) hours in a work week. Paid time off regardless of its origins will not be counted in computing overtime.

There will be no compensatory time in lieu of overtime payment absent the approval of the Superintendent and agreement with the employee. If agreement is reached, the compensatory time will be granted at the rate of time and one half. Compensatory time must be used in the year in which it is earned and if not used by the end of the year, the time will be paid at time and one half.

- 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.

- C. The performance of the Administrative Assistant will be evaluated by the Superintendent at least annually.

The performance of the Payroll Specialist will be evaluated by the Chief Financial Officer at least annually.

- D. The Board may terminate an employee's employment at any time when it is determined that employee has by way of example, materially breached the terms and conditions of this handbook, Board Policy or for other causes that are not arbitrary or capricious.

The Superintendent has the authority to discipline or terminate an employee provided the reasons are not arbitrary or capricious. The Superintendent will assure any matter that may require discipline or discharge is investigated and the employee is given the opportunity to respond to any findings before any decisions are made.

In the event of termination of employment, the Board shall have no further obligation under this handbook.

### **SECTION 5—LAYOFF AND TRANSFERS**

- A. The Board reserves the right to terminate individual contracts pursuant to a reduction in personnel as determined by the Board. The employee shall be given at least thirty (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 by the Superintendent or Board of Education and in those instances, the salary and work days will be adjusted accordingly.

### **SECTION 6--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, employees will be credited with ninety-six (96) paid sick leave hours.

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, employees will be credited in advance with sixteen (16) hours for personal business that will not accumulate from year to year. The Superintendent may authorize up to an additional sixteen (16) hours deducted from sick leave 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 eight hundred (800) hours of accumulated sick leave at the point of retirement.
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 7--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 8--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.
- C. Employees may not work additional days without the prior approval of the Superintendent.
- D. 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 or vacation 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. 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.
- I. 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 9--SCHOOL CANCELLATIONS**

- A. Unless authorization is received under Section 3(D), employees are required to report to work on days schools are closed due to inclement weather. If unable to report, the employee may use available vacation 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 10—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 11--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 twenty-five (25%) 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.

### SECTION 12-VACATION AND PAID HOLIDAYS

A. This section applies if the positions covered by this handbook are scheduled for fifty-two (52) weeks per year.

B. Employees will be granted one hundred ninety-two (192) hours of paid vacation time per year.

Unused vacation time will not be paid at the end of the year absent authorization from the Board of Education. All vacation time not used can be carried forward to be used in the future.

C. The following days are designated as paid holidays:

- July 4 plus one additional day related to July 4
- Labor Day
- Thanksgiving
- Friday after Thanksgiving
- Christmas Eve
- Christmas Day
- New Years Eve Day
- New Years day
- Good Friday (if school is not in session)
- Memorial Day

If Good Friday is a student instructional day or teacher work day in a given year, an alternate date will be established for Good Friday.

Should any of the foregoing holidays fall on a Saturday or Sunday, the preceding Friday or following Monday will be designated as the holiday.

### ELKTON-PIGEON-BAY PORT LAKER BOARD OF EDUCATION

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President

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6-26-17  
Date of adoption

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

*W. B. [Signature]*

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Superintendent

*6-26-17*

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Date of adoption

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

*[Signature]*

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Chief Financial Officer

*6-26-17*

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Date of adoption

## Attachment A

The hourly rates of pay for the positions covered by this handbook are as follows:

<b><u>Job Title</u></b>	<b><u>2017-2018 Hourly Rate</u></b>
Administrative Assistant (Cheryl Sturm)	\$19.78
Payroll Specialist (Angela Dubs)	\$17.19

The above hourly rates are specific to the individuals listed above. In the event of a vacancy, the Board will determine the salary in filling the vacancy.

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.

In addition to the foregoing hourly rate of pay, each employee hired or transferred into positions covered by this handbook prior to July 1, 2016, will receive longevity pay in the amount of \$75 per year of service after the completion of twelve (12) years (i.e. starting year 13, the employee will receive 13 times \$75). Years of service is defined as including continuous years of service as a regular employee and will not include periods of unpaid leaves or layoff. Longevity pay will be issued in one lump sum at the end of a year of service or along with regular payroll throughout the year.

In addition to the foregoing, the Board of Education reserves the right on an annual basis to make contributions toward an annuity of the employee's choice from the list of vendors available through the Business Office. For 2017-2018, the board paid annuity will be 4% of base salary.

## Attachment B

The hourly rates of pay for the positions covered by this handbook are as follows:

<u>Job Title</u>	<u>2018-2019 Hourly Rate</u>
Administrative Assistant (Cheryl Sturm)	\$19.98
Payroll Specialist (Angela Dubs)	\$17.36

The above hourly rates are specific to the individuals listed above. In the event of a vacancy, the Board will determine the salary in filling the vacancy.

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.

In addition to the foregoing hourly rate of pay, each employee hired or transferred into positions covered by this handbook prior to July 1, 2016, will receive longevity pay in the amount of \$75 per year of service after the completion of twelve (12) years (i.e. starting year 13, the employee will receive 13 times \$75). Years of service is defined as including continuous years of service as a regular employee and will not include periods of unpaid leaves or layoff. Longevity pay will be issued in one lump sum at the end of a year of service or along with regular payroll throughout the year.

In addition to the foregoing, the Board of Education reserves the right on an annual basis to make contributions toward an annuity of the employee's choice from the list of vendors available through the Business Office. For 2018-2019, the board paid annuity will be 4% of base salary.

### Attachment C

The hourly rates of pay for the positions covered by this handbook are as follows:

<u>Job Title</u>	<u>2019-2020 Hourly Rate</u>
Administrative Assistant (Cheryl Sturm)	\$20.18
Payroll Specialist (Angela Dubs)	\$17.53

The above hourly rates are specific to the individuals listed above. In the event of a vacancy, the Board will determine the salary in filling the vacancy.

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.

In addition to the foregoing hourly rate of pay, each employee hired or transferred into positions covered by this handbook prior to July 1, 2016, will receive longevity pay in the amount of \$75 per year of service after the completion of twelve (12) years (i.e. starting year 13, the employee will receive 13 times \$75). Years of service is defined as including continuous years of service as a regular employee and will not include periods of unpaid leaves or layoff. Longevity pay will be issued in one lump sum at the end of a year of service or along with regular payroll throughout the year.

In addition to the foregoing, the Board of Education reserves the right on an annual basis to make contributions toward an annuity of the employee's choice from the list of vendors available through the Business Office. For 2019-2020, the board paid annuity will be 4% of base salary.