



High Levels of Learning for All Students

Van Buren Public Schools

Employee Handbook

Trust, Respect, Responsibility

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Disclaimer

All employees of Van Buren Public Schools not covered by a current union contract or individual written contract are considered "at will". This phrase refers to the fact that the District retains the right to terminate employment of "at will" employees at any time, with or without cause or notice. No written or oral statement issued by the District or by any employee or agent of the District can affect such employees' status as an "at will" employee.

Van Buren Public Schools Overview

INTRODUCTION/PURPOSE

The staff of the Human Resources (HR) division of the Van Buren Public Schools (VBPS) developed this Employee Handbook. The Employee Handbook is a guide designed to provide information necessary to perform your duties as an employee of VBPS. Employees should be aware of the expectations that the employer holds for them.

The handbook will provide information about the organizational structure, policies, and practices of the District. It is not to be considered all-inclusive, but is to be used as a guide. When employees have questions regarding the contents they are directed to request information from their supervisor and/or Human Resources.

Information in this handbook does not supersede or replace any contractual commitment made by the District or applicable State and/or Federal laws as they apply to the District.

The handbook is available on the District website, or through Human Resources.

The policies in this manual are intended for all employees of the Van Buren Public Schools. The Van Buren Public Schools reserves the rights to revise, change, or terminate policies or procedures at any time, with or without notice, except as provided for in collective bargaining agreements or individual contracts.

PART ONE - Employment Guidelines

I. EMPLOYMENT

Equal Employment Opportunity

The District shall be an equal-employment-opportunity employer. Van Buren Public Schools shall provide equal employment opportunities to all employees and applicants for employment without regard to race, religion, sex, national origin, age, height, weight, marital status, familial status, sexual orientation, disability or veteran status in accordance with applicable federal and state laws.

Any applicant or employee seeking a position who believes that he/she has not been treated fairly should report a claim of discrimination to Human Resources. The Human Resource department will review the complaint and conduct an investigation. At the completion of the investigation, Human Resources will attempt to resolve the matter and decide what, if any, disciplinary actions will be taken.

Recruitment/Hiring

Human Resources shall establish and maintain procedures for recruiting, screening, and hiring the most qualified individuals at all levels of District operations. Human Resources shall make every effort to assure that recruitment includes a wide geographic and programmatic range of potential candidates for teaching faculty and administrative positions.

A personnel selection process has been developed for hiring staff with qualities that enhance and support achievement for all students. The process will be consistent and regulated by Human Resources. All hiring programs will comply with the applicable provisions of the collective bargaining agreements.

Termination of Employment

Some examples of the most common circumstances under which employment may be terminated:

- **Resignation:** employment termination initiated by an employee who chooses to leave the District voluntarily. It is customary to submit a letter of resignation at least two weeks in advance of the termination date.
- **Discharge:** employment termination initiated by the District. You may be terminated from employment for reasons including but not limited to poor performance, misconduct, excessive absences, tardiness, discrimination, harassment, or other violations of Board policies.
- **Job Abandonment:** an employee who fails to report to work for three (3) consecutive days without reporting to his or her supervisor may be terminated due to abandonment of the job.
- **At Will Employment:** Employees not employed under a collective bargaining agreement or written individual contract may be terminated for any reason at any time.

Upon termination of her/his employment, an employee must return all District property – keys, ID cards, laptops, equipment, manuals, etc.

II. EMPLOYMENT STATUS

At-Will Employment

All employees with the VBPS, except for those named in a collective bargaining agreement or individual contract are considered “at will” employees. This means that the employee is free to resign his/her employment at any time, for any reason, and the District retains that same right to terminate his/her employment for any reason and at any time. No individual supervisor, manager or officer can make a contrary agreement, except for the Superintendent, and even then, such an agreement must be set forth in a written employment contract with the employee, signed by the Superintendent.

Contractual Employment/ Probationary Period

Employees named in a collective bargaining agreement serve a probationary period for the purpose of assessing the employee's performance prior to becoming a continuing contractual employee. Consult your collective bargaining agreement for the duration and conditions of your probationary period.

Exempt/ Non-Exempt Status

The Fair Labor Standards Act (FLSA) sets conditions under which certain employees must be paid overtime for hours worked over 40 in one week. Employees who are covered by the overtime provisions of the FLSA are referred to as **non-exempt**. Employees who are not covered by the FLSA overtime provisions are referred to as **exempt** and include administrators, supervisors, teachers and other positions of authority or specialized knowledge.

III. EMPLOYEE EXPECTATIONS

Attendance

Dependable and prompt attendance is an essential function of every position. If an employee must miss work, with or without pay, he/she must notify a supervisor or call the sub finder system. Consult your collective bargaining agreement or individual contract for pre-approval requirements for absences.

Employees who are frequently tardy or absent or who fail to follow approved guidelines for notification will be subject to discipline up to and including discharge. Non-exempt employees who are tardy may have a reduction in pay.

Conduct

The District expects responsible conduct and satisfactory work performance from all employees to ensure a safe, efficient and pleasant working environment. Misconduct will result in discipline up to and including discharge.

Some conduct is so serious that if it occurs the employee may be discharged on the first offense. Some examples of such conduct include:

- Misrepresentation or falsification of records, employment application, time records or other information used or required by the District;
- Using or being under the influence of illegal drugs or alcohol on the job or on District property;
- Possessing, selling and/or using any illegal substance on the job or on District property;
- Possessing a weapon on the job or on VBPS property;
- Theft of school or personal property from VBPS property;
- Driving an VBPS vehicle without a valid driver's license;
- Obscene conduct;
- Absence from work for three (3) consecutive workdays without notifying a supervisor or the Sub-Finder system;
- Insubordination;
- Engaging in illegal or unethical business practices;
- Engaging in serious or repeated misconduct in violation of the District's equal opportunity or harassment policies.
- Unprofessional Conduct

Dress/Grooming

Employees are expected to dress and groom themselves in accordance with accepted social and business standards. If your principal or supervisor feels your attire is out of place, you may be asked to leave your workplace until you are properly attired and/or groomed.

Drug and Alcohol Use

The District will not tolerate employee use or abuse of illicit drugs or alcohol on school or District property at any time. Any employee who is suspected to be under the influence of drugs or alcohol while on the job will be notified and accompanied by a supervisor to submit to a drug/alcohol test with an VBPS designated physician. If an employee tests positive, he/she will be escorted home. Human Resources and supervisor will determine the necessary disciplinary action to be followed based on the provision in the collective bargaining agreement or individual contract. If an employee refuses to have a test administered, such act would be considered insubordination and be subject to discipline.

Drug and Alcohol Testing

The District may require drug and alcohol testing in specific situations or as permitted by law or collective bargaining agreement. Testing may be required as follows:

- Pre-Employment Testing
- Vehicular accident on school property
- Non-vehicular accident during company time which may lead to loss of work time
- Reasonable suspicion of alcohol/drug use
- As required by Department of Transportation guidelines

Gifts to Employees

As employees of the District, individuals shall not accept gifts of more than token value from students or their parents or guardians or from vendors or businesses. (Exception: gifts to retiring or reassigned employee).

Personal Relationships Among Employees

The District defines a personal relationship as a connection between persons by blood, marriage, adoption, domestic-partnership, or other personal relationship in which objectivity might be impaired. A personal relationship to another individual employed by the school District shall not constitute a bar to hiring, promotion, or reappointment; however, such relationship shall be disclosed to the Human Resource Department. No employee shall be under the direct supervision or control of someone with whom they have or have had a personal relationship. In addition, employees will not participate in roles that have the potential for influencing employment decisions, e.g., peer review with those with whom they have or have had a personal relationship.

Performance Reviews/Evaluation

The purpose of performance reviews is to promote open and honest communication between employee and supervisor and provide the employee with formal guidance regarding:

- Performance in relation to his/her job,
- Performance improvement steps where needed including a performance plan, and
- Promotional capabilities and career opportunities.

Formal performance reviews are conducted by supervisors and are done in addition to any ongoing coaching, supervision, and counseling regarding an employee's performance. Unless as otherwise covered in a collective bargaining agreement, failure to complete a performance review will not indicate satisfactory or unsatisfactory performance.

School Closings

School closings are regularly announced and updated on local radio and TV stations. VBPS Edulink System will place an automatic call to the phone number you provide to advise of school closing.

Employees who are represented by a union or association should refer to their master agreement (or their union rep) for procedures when school is canceled due to emergency conditions. Non-bargained employees are expected to report for work and to exercise common sense, caution, and care in making their way to work on these days. If an employee chooses not to work they should notify their supervisor and they will be charged with a vacation or personal business day per their request. Hourly "at-will" employees who are not represented by a union should not report to work unless otherwise directed by their supervisor.

Smoke Free Environment

In keeping with our intent to provide a safe and healthful work environment, and in compliance with the law, smoking is prohibited in all school District buildings, vehicles, grounds, and facilities.

III. ACCOUNTING FOR TIME AND PAYROLL

Work Week Defined

The workweek commences on Sunday morning at 12:01 a.m. and concludes the following Saturday evening at Midnight, except as otherwise provided by an employee's collective bargaining agreement or individual contract.

Hours Worked Defined

Time off work, whether paid or unpaid, will not be used to calculate hours worked for the purpose of computing eligibility for overtime pay.

Work Day Defined

- **Hours of Work-** his/her supervisor within the parameters of the employee's collective bargaining agreement or individual contract will schedule an employee's hours of work.
- **Lunch Period** - If an employee is provided an unpaid lunch period, he/she may be required to stay on the work site only if he/she is not required to perform any work-related duties.
- **Break Period** - If an employee is provided a paid break time, he/she is expected to remain at the work site unless other arrangements have been pre-approved by the supervisor.
- **Lunch periods and break periods** may not be taken at the start of the workday nor at the end of the workday. Break periods may not be used to extend the lunch period.

Timesheets/cards

In compliance with the Fair Labor Standards Act, VBPS is required to maintain a record for each non-exempt employee of actual hours worked, vacation and sick days, etc. The employee and the supervisor must sign the timesheets/cards. Timesheets/cards are official VBPS documents. Completing another employee's timesheet/card or intentionally submitting a false timesheet/card is a serious infraction of District rules, which may result in termination of employment. A supervisor must authorize any adjustment to a timesheet/card.

Overtime

Employees may be needed to work overtime. Employees must obtain a supervisor's approval prior to working overtime. Failure to obtain approval before working overtime may result in discipline up to and including termination.

Payday

Normally, VBPS employees are paid every other week. In the event a payday falls on a holiday, employees are paid on the prior business day. Holidays that may affect paydays are: New Years Day, Independence Day, Thanksgiving, and Christmas.

Deductions from Pay

The District has the discretion to make deductions from the salaries of employees under certain circumstances defined by law. Generally, the District cannot make deductions from an exempt employee's salary for absences occasioned by (caused by) the District or by the operating requirements of the District. If an employee believes that an improper deduction has been made

from his/her salary, he/she must notify the finance/payroll office immediately. The District will review the deduction and, if appropriate, reimburse the employee for any improper deduction that was made.

V. EMPLOYMENT RECORDS

Personnel File/Record

The District is required to keep employment records for all employees to ensure compliance with state and federal regulations and to maintain accurate information. The District considers employment records to be confidential.

Employees must inform the VBPS of any updates to their personnel file such as; address, telephone number, emergency contact, marital status, number of dependents, or military status. In addition to a general personnel file, the VBPS maintains a separate medical file for each employee.

All current employees will be permitted to review their personnel files at reasonable times with reasonable notice.

Confidential Information

In the course of their normal duties certain VBPS Employees have access to confidential (protected) information about employees. Employees may not disclose such information to any VBPS employee. This obligation exists even after the employee leaves the organization.

Release of Information/Reference Checks

The District will only verify dates of employment and job titles to outside agencies. All reference check requests should be directed to Human Resources; no one except Human Resources personnel shall provide any information in response to reference checks.

VI. BOARD OF EDUCATION RIGHTS

Board Ownership of Intellectual Property

Unless otherwise agreed to by Board action, the Board shall have proprietary right of ownership to any and all publications, devices, instructional materials, and computer programs produced by District employees during their regular and normal work days while in the employment of the District, or produced through the use of District resources.

Use of Board Property

VBPS will provide its employees with the necessary equipment to do their jobs. This equipment should not be used for personal use, nor removed from District property unless it is approved and your job specifically requires use of VBPS equipment outside of VBPS property.

Employees are expected to exercise reasonable care with all VBPS property. The District may at any time require the return of any equipment/property provided to an employee. Employees failing to return District equipment/property will be held personally responsible for the replacement of such equipment/property.

The telephone lines at VBPS must remain open for school-related business. Employees should limit personal calls - incoming and outgoing - to those that are necessary. No personal long distance calls are to be made on VBPS phones.

Electronic/Voice Communications

Computers, computer files, the Electronic Mail (E-Mail) system, telephones, Voice Mail and software furnished to employees are VBPS property and primarily intended for VBPS business use only. Unless authorized to do so, employees may not use any password other than their own, nor access any file or retrieve any stored information other than their own, nor share their password with anyone else. All information entered into or stored within an VBPS computer, including E-mail, or Voice Mail is considered District property and should contain only business-related information. Similarly, all information removed from E-mail, Voice Mail or the Internet is also considered VBPS property. To ensure compliance with this policy, computer, E-mail, Voice Mail and Internet usage may be monitored.

VII. EMPLOYEE RELATIONS

Open Door Policy

A critical part of the District's employee relations program is open communication. A key element in good communications is an Open Door Policy, which allows the District to address employee concerns internally. The District has an Open Door Policy designed to promote open communications and speedy resolution of problems. Through this Open Door Policy employees have an opportunity to openly discuss work-related problems or concerns without fear of retaliation.

If you or any employee feels that s/he has been treated unfairly, the matter should be brought to the attention of the immediate supervisor. There may be situations where an employee cannot approach his/her supervisor or does not feel comfortable doing so. In this case, the employee should contact Human Resources.

Fair Treatment

The Board of Education is committed to treating all staff, students and parents in the District fairly and impartially. The Board is committed to assuring a school and working environment which is appropriate for institutions of learning and which assures the safety and welfare of all.

All staff, students and parents of the District have the right to a due process procedure in the handling of their complaints against the school system.

Complaint Procedures

A complaint made by an employee who is a member of a bargaining unit concerning wages, hours, or terms and conditions of employment that are covered by the collective bargaining agreement must be processed through the grievance procedure outlined in the Master Agreement.

Complaints concerning matters not covered by a Master Agreement should be brought to the attention of the employee's supervisor whenever possible. If the employee is not comfortable with this approach or does not feel that his/her complaint has been adequately resolved, the complaint should be addressed to Human Resources. If the complainant agrees, there shall be an attempt to resolve the problem through mediation or other informal procedures. If the employee requests, or if administration feels the complaint is of a serious nature, the following formal procedure shall be used:

- The complaint shall be put in writing
- An investigation shall be conducted
- A written report will be issued with recommended actions (if any)

Investigation Procedures

Investigations will be conducted any time a complaint is received or when misconduct is suspected.

- An investigator shall be appointed
- Any pertinent documents will be gathered
- Witnesses shall be identified and interviewed
- While confidentiality cannot be guaranteed, information obtained from the interviews will be distributed solely on a need-to-know basis
- Any employee who may be disciplined as a result of the investigation is entitled to representation during the interview
- Notes shall be taken throughout the investigation (these notes shall not be placed in an employee's official personnel file)
- A written report of the findings shall be prepared
- If as a result of the investigation discipline is issued; the discipline shall be in writing and shall conform to the applicable labor contract and District policies.

Harassment

VBPS prohibits the harassment of any employee on the basis of race, color, religion, national origin, age, gender, marital status or disability. Harassment may be defined as verbal or physical conduct of an illegal, discriminatory nature directed towards an employee of VBPS which affects an individual's employment status; is used as a basis for employment decisions; has the purpose of interfering with an individual's job performance; or creates an intimidating, hostile or offensive work environment.

Employees who believe they are a victim of, or who witness acts that may constitute such harassment, should pursue the complaint process as outlined in the Open Door Policy section of this Handbook. No employee who exercises his/her right to report such incidence involving illegal harassment will be subject to retaliation.

Sexual Harassment

VBPS expressly prohibits the harassment of any employee on the basis of race, color, religion, national origin, sex, gender, age, weight, height, disability, marital status, sexual orientation, Vietnam-era veteran's or disability veteran status, HIV status, or any other legally protected status.

Harassment is any unwelcome or unsolicited verbal or physical conduct that interferes with an employee's ability to perform his or her work, or creates a hostile, offensive or abusive working environment based upon a legally protected status. Examples of harassing behavior include, but are not limited to:

- 1) Disparaging remarks about an employee's race, sex, national origin, color, religion, gender, age, height, weight, sexual orientation, disability, or other protected status.
- 2) The making of a sexual advance or requests for sexual favors or other verbal or physical conduct of a sexual nature by any employee to another.
- 3) Making submission to, or rejections of, such advances the basis for decisions affecting the employee or a condition of continued employment.

- 4) The creation of an intimidating, hostile working environment by conduct such as, but not limited to, the telling of jokes, use of innuendoes, and the posting of materials the subject matter of which involves a legally protected status.

If you believe that you are a victim of harassment or if you witnessed acts that may constitute harassment, you must immediately pursue the Open Door Policy as set forth in this Handbook so that a prompt and thorough investigation may take place.

Every allegation of harassment will be thoroughly investigated. No retaliation or reprisal will be tolerated against any individual who, in good faith, complains of, reports, or participates in the investigation of any incident of alleged harassment.

Verbal Harassment Defined

Verbal Harassment is speech or other expression that is specifically intended to create a clear and present danger of substantial disorder or violence during the operation of the District. It may specifically be intended to insult an individual, or consist of extreme or outrageous communications of acts intended to intimidate or humiliate the person to whom it is directed and foreseeably cause such person to suffer severe emotional distress, based on but not limited to, race, sex, religion, color, age, national origin, linguistic and language differences, sexual orientation, socio-economic status or handicap, and is addressed directly to the individual whom it insults, and amounts to “fighting words”. “Fighting words” are those personally abusive epithets which, when directly addressed to any ordinary person are, in the context used and as a matter of common knowledge, inherently likely to provoke a violent reaction, whether or not they actually do so. Such words include, but are not limited to, derogatory references to race, sex, religion, color, age, national origin, linguistic and language differences, sexual orientation, socio-economic status or handicap.

VIII. SAFETY AND SECURITY

The Superintendent shall ensure that appropriate security, safety, and health measures are in place to protect staff, students, guests, and District property from damage or injury. In addition, the Superintendent shall make every effort to provide a safe and productive, environment for all employees: free of violence, personal threats, harassment, intimidation, physical and verbal abuse, and coercion.

Identification Cards

In an effort to maintain a safe and secure school environment, the District issues employee identification cards, which are to be visible while at work.

Safety on the Job

The Occupational Safety and Health Act (OSHA) of 1970 stipulate “employees must comply with standards, rules, regulations and orders issued under the Act which are applicable to their own actions and conduct.” VBPS expects every employee to perform his or her job in a safe and responsible manner and abide by the following safety guidelines:

- Follow all safety rules and regulations,
- Wear appropriate safety equipment as required,
- Maintain equipment in good condition with appropriate safety guards in place when in operation, and
- Encourage fellow employees to make safety a personal habit.

The District will maintain a safe working environment. Employees are required to promptly report any hazardous conditions that may exist to a supervisor.

Workplace Violence

Acts or threats of physical violence, including intimidation, harassment, and/or coercion, will not be tolerated by the District. Acts or threats of violence include conduct that is sufficiently severe, offensive, or intimidating to alter the employment conditions at the District or to create a hostile, abusive or intimidating work environment for one or several employees. Examples of conduct that may be considered threats or acts of violence include, but are not limited to, the following:

- Hitting or shoving an individual
- Threatening an individual or his/her family, friends, associates or property
- Intentional destruction or threatening to destroy VBPS property
- Making harassing or threatening phone calls or transmitting electronic messages have a threatening or violent nature
- Harassing surveillance or stalking (following or watching someone)
- Possession of firearms or weapons

Workers Compensation

Workers Compensation is the system used to provide wage replacement, medical and rehabilitation benefits to employees who are injured while at work.

Procedures for Reporting a Workers Compensation Injury

The following procedures must be followed in reporting a Workers' Compensation injury. The procedures outlined below are in compliance with the State of Michigan Workers' Compensation Act.

- Employees must obtain an Authority for Treatment form, signed by Human Resources or Principal/Principal designee before going for medical treatment. The Authority for Treatment form authorizes the facility to invoice the District. It is mandatory that all injured employees needing treatment go to district designated physician for the first ten days from the date of injury.
- A work injury must be reported to Human Resources within three (3) days after the accident has occurred.
- If the injury requires less than 7 days off work, no compensation is paid by workers comp, only treatment liability. If the injury requires more than 7 days off work, compensation begins on the 8th day. If the absence extends two weeks or longer, on the 15th day, workers' compensation will be paid to the employee retroactive to the first day off work.

Accidents

In the case of an accident on the job, an employee shall obtain first aid immediately. In accordance with OSHA regulations, employees must notify a supervisor of a work related injury immediately and an accident report must be completed as soon as possible, but not more than (3) three days after an accident. If necessary, the employees will be sent to an VBPS designated physician.

PART TWO – Health and Welfare Benefits

I. RETIREMENT BENEFITS

All employees of the District are enrolled into a retirement investment plan through the State of Michigan. Any questions regarding retirement should be directed to the State of Michigan Office of Retirement Services at 1-800-381-5111.

II. ELIGIBILITY AND COVERAGE FOR INSURANCE PROGRAMS

Eligibility for benefits and levels of coverage depends on an employee's collective bargaining agreement or individual contract.

Dependents

An employee's child(ren) include a natural child, legally adopted child or a child to whom the employee or spouse are awarded legal custody. In addition to children, the term "eligible dependent" also includes any child for whom an employee is required to provide medical coverage under a Qualified Medical Child Support Order (QMCSO).

Dependent Eligibility

Dependents become eligible on the date:

- of birth, or
- adoption

Eligible dependents are:

- spouse
- dependents by birth, marriage, legal adoption or guardianship are able to receive medical benefits up to age 26.

Married VBPS Employees – Coverage for children

District employees who are married and have children are eligible to enroll them into the health benefits Plan, but only one of the employees may cover the dependent(s).

Coverage for Newborn and Newly Adopted Children

Newly eligible dependents (newborn or newly adopted child/ren) must be enrolled in medical and dental benefits within thirty (30) days of the date of birth, adoption or commencement of your obligation to provide support.

III. ENROLLMENT

District orientation is held for new employees during which an overview of the benefits is provided and the employee receives an Enrollment Kit. It is the sole responsibility of the employee to enroll for benefits. Enrollment forms must be completed and returned to the Human Resources/Benefits office within thirty (30) days of his/her official hire date.

Annual Open Enrollment - May of each year

Current eligible employees may change health benefit elections or waive coverage during the Open Enrollment period. The benefit choices made during Open Enrollment will take effect the following July 1. Employee benefit elections from the prior year will carry over into the next year automatically. Employees may not make changes to Open Enrollment choices until the following Open Enrollment Period unless you experience a mid-year election change event (see below).

Mid-Year Election Change Qualifying Events

Employees may not change health and dental elections until the Open Enrollment Period unless he/she experiences a mid-year election change event such as:

- Employee's legal marital status, including marriage, death of spouse, or divorce;
- Number of eligible dependents, including birth, death, adoption, and placement for adoption;
- An eligible dependent who satisfies, or no longer satisfies, the eligibility requirements for coverage due to age, student status, or similar circumstances;
- Change in your employment status, or the employment status of eligible dependents: (e.g., loss of a job by a spouse);
- The employee, his or her spouse, or dependent becomes entitled to, or loses entitlement to, Medicare, Medicaid or certain other governmental group medical programs;
- Due to a Judgment, Decree or Order (including a Qualified Medical Child Support Order, or QMCSO) that requires the District to provide health coverage. Human Resources will automatically modify an employee's election to provide or eliminate coverage.

The employee must complete and sign a Benefits Enrollment/Change Form (available at the Human Resources Office) and return the form within thirty (30) days of the change in status event. The employee will be required to provide names and any other pertinent information requested in conjunction with the enrollment process, including, but not limited to, proof of dependent status. Health coverage under the Plan shall be effective retroactive to the date of marriage, birth, adoption, or placement for adoption, as applicable. Employees are required to submit evidence substantiating the "qualifying event" that necessitated the change. (e.g., adoption papers, judgments of divorce etc.)

Change in Address or Family Status

To ensure timely and accurate processing of claims, it is important that you notify the Human Resources office promptly of any change in your address or family status – such as marriage, divorce, birth or adoption of a child, legal guardianship, marriage of a dependent child and death of spouse or child.

When Coverage Ends

In general, coverage under the health benefits plan ends on the earliest of the following dates:

- The last day of the month in which your employment ends,
- The last day of the month in which you are no longer an eligible employee and/or your dependent is no longer an eligible dependent.

Continuation of Coverage During A Leave of Absence

- Employees on an approved leave of absence may continue coverage for 12 weeks under FMLA and/or until taken off payroll or as outlined in your collective bargaining agreement.
- Employees who do not return to work at the end of an FMLA or military leave are entitled to purchase COBRA continuation coverage.

IV. COBRA (Continuation Coverage after Employment)

Under the federal law, the Consolidated Omnibus Budget Reconciliation Act (COBRA), The District is required to offer employees who have terminated their employment with the District the opportunity for a temporary extension of health coverage ("COBRA coverage") at group rates. Please contact the Human Resources Office for details of this coverage.

VI. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

In accordance with the Health Insurance Portability and Accountability Act (HIPAA), VBPS shall not, without an employee's authorization, request an employee's Protected Health Information (PHI) from any covered entity as defined by the Act. PHI includes any information that relates to an individual's past, present, or future health condition, or treatment or payments for health treatments.

If VBPS requires, or you voluntarily submit to, alcohol or drug testing or a medical examination, you are required to authorize the release of your PHI to VBPS or provide your PHI to VBPS.

Please send all documents containing PHI, including but not limited to, doctors notes and return to work notes, to the Human Resources.

PART THREE - LEAVES OF ABSENCE

I. HOLIDAYS, VACATION, BEREAVEMENT, RELIGIOUS OBSERVANCES & SICK DAYS

Please refer to collective bargaining agreement or individual contract.

III. LEAVE OF ABSENCE DEFINED

The following absences from work must be approved by Human Resources:

- All absences taken under the Family Medical Leave Act
- All workers' compensation absences
- All unpaid absences (not referenced above) which exceed 3 work days (unpaid absences of 3 or fewer days must be approved by the employee's supervisor)
- All paid absences due to illness (not referenced above), which exceed 10 workdays.

Leaves of Absence and Extensions

Employees covered by a collective bargaining agreement or individual contract may, under the terms and conditions set forth in their contract, apply for a leave of absence. The employee must submit a "Request for Leave of Absence Form" to Human Resources prior to the start date of the leave and in accord with the deadlines (if any) set forth in the collective bargaining agreement.

An employee who wishes to extend a leave of absence must submit a new "Request for Leave of Absence Form" to Human Resources no later than two (2) weeks prior to the expiration of the current leave or by the date specified in the employee's contract.

Requests for leaves of absence and/or extensions of a leave of absence will be evaluated on an individual basis. Approval of the original leave of absence does not obligate the employer to approve a request for extension of the leave.

Important details regarding Leaves

- Failure to report to work on the first day after the expiration of a leave of absence will be considered a voluntary termination of employment.
- Unless required by applicable law or contract, employees will not accrue additional paid time off while on an unpaid leave of absence.
- All leaves of absence taken under the Family Medical Leave Act will conform to that law.
- If an employee is granted and takes an unpaid leave of absence, his/her insurance and other benefits will cease effective the first day of the month in which the employee is on unpaid

status, except as provided by the Family Medical Leave Act, other applicable laws or contract.

- Employees must return any district own property while on Leave of Absence (i.e. laptop, keys, badge, etc.)

III. JURY DUTY/WITNESS SERVICE

Full-time or part-time regularly employed employees called to serve on a jury, or to testify as a voluntary witness at the request of the District, or otherwise subpoenaed to appear as a witness on behalf of the VBPS, will be paid for the day or days in which the court requires attendance.

If employees are subpoenaed to appear in court as witnesses, but not at the request of the VBPS or on behalf of the VBPS, they will be excused from work in order to comply with the subpoena but will not be paid for the time. Employees who are entitled to paid personal business days may choose to use a personal business day in order to receive compensation for the day.

District Approved Jury Duty /Witness Service

Employees must present their summons to their supervisor on the first working day after receiving it. If an employee is not required to serve on a day he/she is normally scheduled to work or if the employee is excused before serving three hours of jury duty, he/she is expected to report to work.

Compensation for jury duty or witness service on behalf of the VBPS will be the difference between the employee's straight time base rate of pay and any compensation received for jury duty or witness service. Copies of the vouchers received from the court showing compensation (excluding mileage) and dates served must be submitted to the Human Resources Department.

IV. MILITARY LEAVE

An unpaid military leave of absence may be requested when an employee enters a branch of the United States military. A military leave of absence may also be used for Reserve or National Guard training, including monthly drill reserve sessions. If you are called to active military duty or to Reserve or National Guard training, or if you volunteer for the same, you must notify your supervisor and submit copies of your military orders or drill schedules to him or her as soon as is practicable.

All re-employment rights will be guaranteed under the guidelines of USERRA and applicable state laws. Pursuant to federal law, total military leave time may not exceed five years during your employment.

Benefits will continue until the first of the month following thirty (30) days of service.

After that time, arrangements may be made to maintain insurance coverage for up to eighteen (18) months pursuant to USERRA at an additional cost to the employee.

V. FAMILY AND MEDICAL LEAVE ACT of 1993 (FMLA)

Eligibility

Employees, who have worked for the District for at least twelve (12) months and 1,250 hours during a twelve (12) month period prior to a qualifying event, may be eligible for FMLA leave. FMLA provides up to twelve (12) weeks of job-protected leave for the following reasons:

- Birth of a child and to care for such child after delivery,
- Placement of a child into your family for adoption or by a foster care arrangement,
- Care of your spouse, child or parent who has a serious health condition (i.e., one that generally requires overnight inpatient care or ongoing care of two or more treatments), or

- For a serious health condition that makes the employee unable to perform the employee's job.
- Military Family Entitlements

Important FMLA Information:

- You may take FMLA leave for up to twelve (12) weeks in a twelve (12) month period. VBPS will calculate the twelve-month period by "looking back" from the date you want your leave to begin. For example, if you want your leave to begin on May 1, VBPS will count twelve months back from May 1 and determine how much (if any) FMLA leave you used during those twelve months and calculate how much (if any) FMLA leave you have remaining.
- The District allows employees to continue benefit coverage for health, life and AD&D, and disability coverage if the leave of absence qualifies as a family or medical leave under the federal FMLA.
- Employees are required to use their available sick days and may request to use vacation days and personal business days during the twelve (12) week family and medical leave period. Additionally, if an employee qualifies for FMLA and short-term disability, both leaves will run concurrently.

Birth, Care or Placement of Child

- The right to family leaves for the birth, care and/or placement of a child into your family for adoption or foster care may only be taken within twelve (12) months after the date of the birth or placement of the child. The right to leave for birth, care or placement of a child, must conclude within twelve months from the eligible event.
- In the case of unpaid leave for the birth, care or placement of a child for adoption or foster care, intermittent leave or working a reduced number of hours is not permitted, unless both the employee and VBPS agree.
- If both parents are employed by VBPS, the combined leave for the birth, care and/or placement of a child, or to care for a parent's serious health condition, shall not exceed twelve (12) weeks. However, each employee may use the remainder of his/her individual FMLA leave for other allowable reasons, for example, for your own serious health condition, or for your child's serious health condition.

Notification by Employee

When the necessity of leave is foreseeable due to the expected birth or the placement of a child, the employee must provide the District with at least thirty (30) days notice of the employee's intention to take leave. Where the need for leave is unforeseeable, the employee must give notice as soon as practical. Any leave request based on a family member's or employee's own serious health condition must be supported by certification from a health care provider.

How Benefits are Affected

Employees who return to work from family leave of absence within or on the business day following the expiration of the twelve (12) weeks are entitled to return to their job or an equivalent position without loss of benefits or pay.

Procedure

Please contact Human Resources Department for the forms to request a leave under the FMLA. Your Human Resources Representative will answer any questions concerning your rights and continuation of benefits under the FMLA.

EMPLOYEE HANDBOOK ACKNOWLEDGEMENT

As Van Buren Public Schools (VBPS) continues to improve benefits or update policies, changes in this handbook, may be required. VBPS will inform bargaining unit leaders of all revisions and will make reasonable effort to inform all employees of the revisions. However, VBPS cannot assume responsibility for the updating of your personal copy of the handbook and it should not be referred to as a legal document because it is not an employee contract. As educational and working environment changes and VBPS responds to these conditions, we reserve the right to change the working conditions without consulting any one and without anyone’s agreement. This handbook is neither a promise of benefits nor a guarantee of employment and is not meant to amend, supplement, or delete from existing collective bargaining agreements. In the case of a difference between what is stated here and the governing policies, legal plan documents, or collective bargaining agreements, the collective bargaining agreements will govern. For your convenience, an electronic copy of the handbook is available on our website – vanburenschools.net or through Human Resources. Questions concerning the handbook should be addressed to Human Resources and/or your supervisor. VBPS in its sole discretion, reserves the right to amend or change policies.

Employee Signature _____

Employee Name (Please Print) _____

Date _____

cc: Personnel File