

# EMERSON-TAYLOR-BRADLEY SCHOOL DISTRICT



## CLASSIFIED PERSONNEL POLICIES 2013-2014

*Dickey Herring, President*

## **COMPENSATORY TIME**

Compensatory time off may be awarded in lieu of overtime pay provided the following criteria are met:

- 1) The employee and the District have a written agreement or understanding before the work is performed.
- 2) Overtime is considered to be hours worked over 40 in a workweek.
- 3) Compensatory time shall be awarded on a one-and-one-half (1 ½) time basis for each hour of overtime worked.
- 4) The District reserves the right to determine if it will award compensatory time in lieu of monetary pay for the overtime worked.
- 5) The maximum number of compensatory hours an employee may accumulate at a time is 20.
- 6) The employee must be able to take the compensatory time off within a reasonable period of time that is not unduly disruptive to the District.
- 7) An employee whose employment is terminated with the District, whether by the District or the employee, shall receive monetary compensation for unused compensatory time. Of the following methods, the one that yields the greatest money for the employee shall be used:
  - a) The average regular rate received by the employee during the last 3 years of employment,  
OR
  - b) The final regular rate received by the employee.

## **CLASSIFIED PERSONNEL POLICIES COMMITTEE**

Classified employees can only serve 2 years in a row.

## **CLASSIFIED PERSONNEL BENEFITS**

The Emerson-Taylor-Bradley School District provides its classified personnel benefits consisting of the following:

1. The priceless reward of helping shape the life and future of our children

2. Health insurance assistance
3. Contribution to the teacher retirement system
4. One sick leave day per calendar month worked
5. One personal day
6. Option to transfer three sick leave days to personal days each year
7. Lunch
8. Disability insurance
9. Employee dental insurance

## **COMPENSATION GUIDES AND CONTRACTS**

The Board of Education shall enter into contracts of employment with classified personnel. The salary of personnel shall be in accordance with the Board's salary schedule as determined by experience, and/or any other criteria approved by the Board in keeping with the laws of the state.

**The contract shall fix the term of employment and the compensation to be received.**

No classified employee shall be required to sign and return a contract for the next school year any sooner than thirty (30) days after the contract is issued to the employee.

### **PAYMENT OF SALARY**

Classified employees, paid an annual rate of pay, other than those that begin work on the first day of July, may choose in accordance with compliance of State and federal minimum wage law to receive their salary in nine (9) or twelve (12) equal monthly payments. They will receive their first payment on the fifteenth (15) of September. Those who receive their salary in nine payments will receive their last payment on May fifteen (15) and those who receive their salary in twelve (12) equal payments will receive their last three (3) payments on June fifteen (15). Classified employees, paid an annual rate of pay and beginning work on July one (1), will receive their pay in twelve (12) equal payments beginning on July fifteen (15).

Classified employees, paid an hourly/daily rate of pay, will be paid on the fifteenth (15) of the month following the end of the month of work. If the fifteenth (15) falls on Saturday or Sunday, payments will be made on the proceeding Friday.

### **Policies for School Bus Drivers**

#### **I. Job Description**

##### **A. Duties that a bus driver is required to perform:**

1. Operating the vehicle in a safe and efficient manner
2. Conducting pre-trip and post-trip checks on the vehicle and its special equipment
3. Establishing and maintaining rapport with passengers

4. Maintaining discipline among passengers
5. Meeting emergency situations in accordance with standing operating procedures
6. Communicating effectively with school staff
7. Maintaining effective contact with the public
8. Completing required reports in the prescribed manner
- 9.

### **Satisfactorily completing required training PERSONNEL RECRUITMENT**

The Board recognizes the Superintendent of Schools as the chief executive officer of the board, and places upon him the responsibility for recommending the appointment of personnel. Although the Superintendent may assign to others certain duties respecting the appraisal of the qualifications of candidates, the final decision concerning the recommendation of candidates shall be the responsibility of the Superintendent. All recruitment and hiring practices shall adhere strictly to applicable equal employment opportunity policies and regulations.

### **HIRING**

The Board of Education shall employ personnel based upon the superintendent's recommendations. As a minimum, all employment contracts shall comply with the form mandated by the State Board of Education.

Employment will be based on the following considerations:

1. Health qualifications
2. Personal interviews
3. Pass background checks

The Board of Education will hire upon considerations of recommendations made by the superintendent.

All personnel must maintain on file in the superintendent's office the following information:

1. Signed contract
2. Statement of number of dependents
3. Social Security Number

### **EMPLOYMENT OF NON-INSTRUCTIONAL PERSONNEL**

The Emerson-Taylor-Bradley School System shall maintain a staff of employees who are not certified by the State Department of Education in the following necessary non-instructional capacities:

- Clerical
- Custodial

Foodservice  
Transportation  
Maintenance

These employees shall perform those necessary duties as are stipulated by the Superintendent of Schools. It shall be the duty of the Superintendent of Schools with the assistance of the appropriate supervisor or department head to recommend the employment of the individual member of the non-instructional staff to the Board of Education for approval and employment. The Superintendent shall consider as far as is possible the wishes of employees in placement and in making building assignments of non-instructional personnel. Employees may be assigned, reassigned, or transferred by decision of the Superintendent. Hours on duty for each employee are determined by the principal of the school or the supervisor of the department.

Salary schedules for each type of employment will be maintained in the office of the Superintendent. Salaries will be commensurate to duties performed and the prevailing wage of the area. All non-instructional personnel are covered by Social Security and State Retirement and entitled to benefits thereof.

All grievances should be settle with the employee's immediate superior. If this fails, appeal may be made to the Superintendent. Supervisors or principals will direct complaints to the Superintendent for consideration.

### RESIGNATIONS

A written notice of resignation shall be filed with the Superintendent at least sixty (60) days prior to the effective date of resignation. Under extenuating circumstances, the Superintendent may waive such notice.

### **ASSIGNMENT**

The Board of Education authorizes the Superintendent to assign all classified employees to their respective positions upon employment.

### **ASSIGNMENT OF EXTRA DUTIES FOR CLASSIFIED PERSONNEL**

From time to time extra duties may be assigned to classified personnel by the Superintendent as circumstances dictate.

### **SUPERVISION**

The Board of Education is vested with the general administration and supervision of the School district. Actual supervision, administration and maintenance of the District is delegated to the Superintendent of Schools as the executive officer of the Board.

## LEAVES OF ABSENCE

The Board of Directors recognizes and provides the following types of leaves of absence:

### SICK

(A) One (1) sick day per month of contract or major portion thereof - provided, if employee resigns or leaves his/her position for any reason before the end of the school term, the employing district may deduct from the last pay check full compensation for any days of sick leave used in excess of the number of days earned

(B) Sick-leave shall mean absence with full pay from ones duties in a public school for the reason of personal illness or illness in his/her immediate family shall include:

1. Father or mother of employee or spouse
2. Employee's spouse
3. Employee's children, and the children of his/her spouse
4. Brother or sister of employee or spouse
5. Any other relative living in the same household is included
6. Grandchildren of employee or spouse

(C) Accumulated sick leave shall mean the total number of days of unused sick leave available to the employee up to the maximum of 120 days

(D) Unused sick leave: An employee who has accumulated 90 or more sick leave days has the option to receive pay for any unused sick days above 90 or have it added to their accumulated sick leave, or donate to emergency sick leave. Pay will be at the rate of classified substitute pay

(E) If an employee is sick and must leave school, if the employee has worked ½ day or until (11:15) then the employee will have ½ day assessed from sick days. If an employee works less than 3 ½ hours, the time assessed will be a whole day.

(F) Any employee initially retiring or upon second retirement with unused sick days shall receive payment for those days at the classified substitute rate of pay according to their position the year prior to Teacher Deferred Option Plan (T-DROP) or retirement.

(G) Up to three (3) days of sick leave may be transferred to personal days per year, but not to cause personal days to exceed five (5) days in any given school year

(H) Emerson-Taylor School District will accept, through transfer, the accumulated sick-leave of any classified staff member from the previous school in compliance with the following conditions:

1. Must be from a school district, educational cooperative, state education agency or two-year college
2. Not to exceed 90 days (includes any personal days)
3. Proof, in writing, must be received from the school district of former employment
4. Any fractional amount of sick-leave transferred under these rules will be rounded up the next half (½) day.

5. The 90-day maximum will not apply to any classified staff member who becomes an employee of this district as the result of consolidation.

6. Accumulated personal-leave days may be changed to sick-leave days

(I) Sick leave is transferable between spouses employed by the same district as allowed by law.

(J) Sick leave may be used to attend funerals of the following:

1. Wife or husband of employee
2. Son or daughter, including in-laws, of employee
3. Father or mother of employee or spouse
4. Brother or sister of employee or spouse
5. Grandmother or grandfather of employee or spouse
6. Grandchildren of employee or spouse
7. Other persons are included at the Superintendent's discretion

## **PROMOTION**

The Board of Education shall consider and determine all promotions of employees based upon the recommendations of the Superintendent. All employees considered for promotion must possess the appropriate qualifications for said position.

## **TRANSFER**

The Board of Education may transfer any classified personnel upon the recommendation of the Superintendent when in the best interest of the School District to do so. Such transfers shall not be arbitrary, capricious, or discriminatory. The Board may also grant a requested transfer if the employee so requesting possess the required qualifications for the desired position and if a vacancy in such position exists. All requests for voluntary transfers shall be carefully considered and reviewed on a nondiscriminatory basis.

## **REEMPLOYMENT**

A classified employee of the School District shall be considered reemployed unless he/she is notified of the cancellation or nonrenewal of his contract during the period of such contract or within ten (10) days after the termination of said school term.

## **PROFESSIONAL PERSONNEL RETIREMENT**

All newly hired employees shall be members of the Arkansas Teacher Retirement System. Age 70 is the mandatory retirement age for all personnel. However, any employee of the School District may be permitted to continue in his employment beyond the attainment of the age 70 upon the written authorization of the Superintendent. Such

authorization shall be required on a year-to-year basis and shall be based solely on the ability of the individual to perform employment tasks.

### **Flexible Workweek**

A classified employee's daily work hours may be adjusted by the supervisor or employee with prior approval of their supervisor. The total hours worked each week must not exceed the employee's regular hours per week. The flexible hours must be worked within the schools designated workweek. Each flexible schedule request must be in writing on the appropriate approved school documents.

### **OVERTIME POLICY**

No employee will work in excess of 40 hours per week unless requested by the Superintendent. If the request is made, a time sheet must be submitted by the employee for payment. If an employee needs to work overtime they must fill out a "Request for Overtime" slip and have approved by the Superintendent.

### **REIMBURSEMENT FOR PURCHASE OF SUPPLIES**

Classified employees may purchase materials and supplies using their own funds. Reimbursement shall be made to the employee by submitting the proper documentation along with itemized receipts.

Supplies and materials are school property, and should remain on school property.

### **TRAVEL EXPENSES**

The Board of education authorizes the reimbursement to personnel for travel expenses incurred as a requirement of their job. Reimbursement may be made for travel, which is at the request of, or has received prior approval from, the Superintendent and said employee's immediate supervisor. Such reimbursement shall be made only for those items of actual expense incurred in connection with the official duties of the traveler, and within the limits and restrictions of the law. Prior approval for all travel shall be obtained before any travel expenses can be incurred. Reimbursement claims must be made on forms provided by the district and must be supported by appropriate original receipt

### **MATERNITY LEAVE**

If a classified employee needs to take a maternity leave, the arrangements and details of the leave should be made with the Superintendent of School and Board of Education well in advance of the desired date of leave. In no instance will the employee be allowed to work when it becomes apparent that the work could be harmful to the mother, baby, or the students. Embarrassing situations should be avoided by making the proper arrangements at the earliest possible moment. The following policies shall govern the maternity leave:



- (a) Each employee will be allowed up to six (6) weeks of maternity leave, with fifteen (15) days provided by the district and fifteen (15) days provided by the employee's accumulated sick leave.
- (b) After the allowed period, employees may take additional days but only if ordered by her physician. If additional days are ordered, the employee will use her unused sick days.
- (c) Full daily pay will be deducted from the employee's pay for any days missed in excess of the days provided by the district and the employee's accumulated sick days. However, at the employee's option, full pay may be deducted after the 15<sup>th</sup> day provided by the district.
- (d) The six (6) weeks of maternity leave will begin when the employee is absent from work because of the imminent birth of the child or as ordered by the physician. However, maternity leave must begin no later than the day of birth and continue daily for six (6) weeks. Maternity leave cannot be split.
- (e) All personnel benefits accrued will be retained during the maternity leave.
- (f) In the event that birth occurs before employment begins, the days count as if employment was begun.

#### CLASSIFIED EMERGENCY SICK LEAVE POOL

A voluntary sick leave pool may be established for classified employees twenty (20) or more hours per week.

Each employee will contribute one day of sick leave to the pool during his/her first year of participation and the school will match the number of days contributed for the start up year. Each participating employee will contribute one day of sick leave to the pool each year thereafter until the pool has accumulated 100 days. Any new participant must contribute for three years. The deadline for sick leave pool enrollment will be by September 16 of each year. Eligible employees declining to become participants in the pool will be eligible for participation the next succeeding year but not thereafter.

This pool is for the protection of participating employees during a long-term disability of employee, spouse, parents of employee or spouse, or children causing an absence from duties which extends 15 consecutive duty days or more. Use of this pool may begin after 15 consecutive days of absence, retroactive to the first day of the 15 days but not until after the employee's accumulated sick leave days have been exhausted. The participating employee may draw up to 100 days of sick leave from the pool.

Employees drawing days from the pool are not required to replace these days except as a regular contributing member of the pool. An employee resigning, retiring, withdrawing from membership in the pool, or declining to make continued contributions as required, will not be able to withdraw previously contributed days. Any employee who is leaving the district who wishes may contribute their unused sick leave days to the pool.

Days in the pool will be withdrawn on a first-come, first serve basis and if the total days in the pool are exhausted in any Year, use of the pool is ended for the year. Unused days in the pool will be carried over to the next succeeding year. Once the pool falls below 100 days the following year, each participating employee will contribute one day of sick leave to the pool each year thereafter until the pool has accumulated 100 days.

### **Guidelines for Emergency Sick Leave Pool**

1. Be absent from duties 15 or more consecutive days
2. Be a member of the emergency sick leave pool as described
3. Exhaust all accumulated sick days
4. Day to be retroactive back to the beginning of the 15 day period
5. Any days during the year that were related to the catastrophic disability can count toward the days to be requested from the pool
6. A letter from the employee's treating physician stating the dates and the catastrophic condition that resulted in the employee's absence
7. A letter to the Superintendent requesting days from the emergency sick leave pool
8. A maximum of 100 days may be requested per year
9. Days will be awarded on a first requested, first granted basis
10. Total number days granted from the pool shall not exceed 100 in a school year
11. Any days missed by an employee that do not qualify to be granted from the pool and are not covered by approved leave will result in a reduction of pay based on the contracted daily rate.

### **8.10—JURY DUTY – NONCERTIFIED PERSONNEL**

Employees are not subject to discharge, loss of sick leave, loss of vacation time or any other penalty due to absence from work for jury duty, upon giving reasonable notice to the District through the employee's immediate supervisor.

The employee must present the original (not a copy) of the summons to jury duty to his supervisor in order to confirm the reason for the requested absence.

Employees shall receive their regular pay from the district while serving jury duty, and shall reimburse the district from the stipend they receive for jury duty, up to, but not to exceed, the cost of the substitute hired to replace the employee in his/her absence.

Legal Reference: A.C.A. § 16-31-106

Date Adopted:  
Last Revised:

### **VACATION**

Vacation time accrues proportionately between July 1 and June 30 for full-time twelve-month employees. This vacation may not be taken until July 1 of the year following the year earned unless retiring or terminating employment.

Employees terminating service must take their vacation entitlement before their final date of retirement or resignation.

The maximum days allowed to be carried over to the next year will be twenty (20) days.

An employee may choose payment of vacation days, up to ten (10) days yearly. These will be paid in June.

Each department will arrange a vacation schedule. Vacations are to be taken at a time, which is mutually agreeable with the school and the employee. When a mutually agreeable time cannot be arranged, the needs of the school must receive first consideration in setting the day of vacation.

#### LEAVE OF ABSENCE FOR PERSONAL INJURY FROM ASSAULT OR OTHER VIOLENT CRIMINAL ACT

The Board of Education of the Emerson-Taylor-Bradley School District shall grant any employee of the District who is absent from duty in a public school due to personal injury from assault or other violent criminal act committed against the employee in the course of employment in the public school leave at full pay while the employee is unable to return to work.

The leave shall last as long as the employee is unable to return to work, but not to exceed one (1) year from the date of injury. Leave granted under this provision shall not be charged to the sick leave of the employee.

The assault or criminal act must have been reported to and verified by the proper authority, i.e., police, etc.

To apply for the leave of absence, and thereafter at the request of the School Board after leave is granted, the employee must present a statement from a medical doctor stating that the employee is under the care of a doctor, and that the employee is incapable, by reason of the personal injury sustained, to return to work. The School Board may request that the employee be examined by a medical doctor of the Board's choosing to verify the inability of the employee to return to work. If there is disagreement between the employee's doctor and the Board's doctor, a third opinion shall be requested from a medical doctor that both the Board and the employee agree upon. In such a case, the decision from the agreed upon doctor shall be the decision that the Board and the employee shall abide by.

The employee shall not draw worker's compensation or hold any other job during the time the Board is paying full salary under the conditions of this policy and act.

The decision of the School Board shall be final, and that decision shall not be subject to appeal through any administrative proceeding, including District grievance policies or procedures.

#### Holidays

The school will recognize the following ten (10) holidays:

New Year's (2 days)

Labor Day

Memorial Day  
4<sup>th</sup> of July  
Martin Luther King, Jr.

Thanksgiving (2 days)  
Christmas (2 days)

## 8.23—NONCERTIFIED PERSONNEL FAMILY MEDICAL LEAVE\*

### **Definitions:**

#### Covered active duty means

- (A) in the case of a member of a **regular** component of the Armed Forces, duty during deployment of the member with the armed forces to a foreign country; and  
(B) in the case of a member of a **reserve** component of the Armed Forces, duty during deployment of the member with the armed forces to a foreign country under a call to order to active duty under a provision of law referred to in section 101(a)(13)(B) of title 10, United States Code.

#### Covered Service Member: is

- (A) a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or  
(B) a veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of five (5) years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.

**Eligible Employee:** is an employee who has been employed by the district for at least twelve (12) months and for 1250 hours of service during the twelve (12) month period immediately preceding the commencement of the leave. Full time, licensed teachers are considered to have met the 1250 hour requirement for eligibility.

**Health Care Provider:** is a doctor of medicine or osteopathy who is authorized to practice medicine or surgery (as appropriate) by the state in which the doctor practices. It also includes any other person determined by the U.S. Secretary of Labor to be capable of providing health care services.

**Instructional Employee:** is a teacher whose principal function is to teach and instruct students in a class, a small group, or an individual setting and includes, athletic coaches, driving instructors, and special education assistants such as signers for the hearing impaired. The term does not include administrators, counselors, librarians, psychologists, or curriculum specialists who are included under the broader definition of “eligible employee” (to the extent the employee has been employed for 12 months).

Next of Kin: used in respect to an individual, means the nearest blood relative of that individual.

Outpatient Status: used in respect to a covered service member, means the status of a member of the Armed Forces assigned to

- A) a military medical treatment facility as an outpatient; or
- B) a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.

Qualifying Exigency: Issues that arise due to covered active duty or a call to covered active duty of an employee's spouse, son, daughter, or parent. Examples include issues involved with short-notice deployment, military events and related activities, childcare and school activities, the need for financial and legal arrangements, counseling, rest and recuperation, post-deployment activities, and other activities as defined by federal regulations.<sup>1</sup>

Parent: is the biological parent of an employee or an individual who stood in loco parentis to an employee when the employee was a son or a daughter.

Serious Health Condition: is an injury, illness, impairment, or physical or mental condition that involves inpatient care or continuing treatment by a health care provider.

Serious Injury or Illness:

- (A) in the case of a member of the Armed Forces, including the National Guard or Reserves, it means an injury or illness incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating; and
- (B) in the case of a veteran who was a member of the Armed Forces, including a member of the National Guard of Reserves, at any time during a period as a covered service member defined in this policy, it means a qualifying (as defined by the U.S Secretary of Labor) injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and that manifested itself before or after the member became a veteran.

Year: for leave other than to care for the serious injury or illness of a covered service member, the twelve (12) month period of eligibility shall begin on the first duty day of the school year.

Year: for leave to care for the serious injury or illness of a covered service member, the twelve (12) month period begins on the first day the eligible employee takes FMLA leave to care for a covered servicemember and ends 12 months after that date.

### **Policy**

The provisions of this policy are intended to be in line with the provisions of the FMLA. If any conflict(s) exist, the Family Medical Leave Act of 1993 as amended shall govern.

## **Leave Eligibility**

The district will grant up to twelve (12) weeks of leave in a year in accordance with the Family Medical Leave Act of 1993 (FMLA) as amended to its eligible employees for one or more of the following reasons:

1. Because of the birth of a son or daughter of the employee and in order to care for such son or daughter;
2. Because of the placement of a son or daughter with the employee for adoption or foster care;
3. To care for the spouse, son, daughter, or parent, of the employee, if such spouse, son, daughter, or parent has a serious health condition; and
4. Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee.
5. Because of any qualifying exigency arising out of the fact that the spouse, son, daughter, or parent of the employee is on covered active duty (or has been notified of an impending call or order to covered active duty) in the Armed Forces
6. To care for a spouse, child, parent or next of kin who is a covered servicemember with a serious illness or injury.

The entitlement to leave for reasons 1 and 2 listed above shall expire at the end of the twelve (12) month period beginning on the date of such birth or placement.

An eligible employee who is the spouse, son, daughter, parent, or next of kin of a **covered service member** shall be entitled to a total of 26 weeks of leave during one 12-month period to care for the service member who has a serious injury or illness as defined in this policy. An eligible employee who cares for such a covered service member is limited for reasons 1 through 5 listed above to a total of 12 weeks of leave during a year as defined in this policy. For example, an eligible employee who cares for such a covered service member for 16 weeks during a 12 month period could only take a total of 10 weeks for reasons 1 through 5.

If husband and wife are both eligible employees employed by the district, the husband and wife are entitled to a total of 26 weeks of leave during one 12-month period to care for their spouse, son, daughter, parent, or next of kin who is a **covered service member** with a serious injury or illness as defined in this policy. A husband and wife who care for such a covered service member is limited for reasons 1 through 5 listed above to a total of 12 weeks of leave during a year as defined in this policy. For example, an eligible employee who cares for such a covered service member for 16 weeks during a 12 month period could only take a total of 10 weeks for reasons 1 through 5.

## **District Notice to Employees**

The district shall post, in conspicuous places in each school within the district, where notices to employees and applicants for employment are customarily posted, a notice

explaining the FMLA's provisions and providing information about the procedure for filing complaints with the Department of Labor.

### **Employee Notice to District**

#### **Foreseeable:**

When the need for leave is foreseeable for reasons 1 through 4 or 6 listed above, the employee shall provide the district with not less than 30 days' notice, before the date the leave is to begin, of the employee's intention to take leave for the specified reason, except that if the date of the treatment requires leave to begin in less than 30 days, the employee shall provide such notice as is practicable. As soon as practicable means as soon as both possible and practical, taking into account all of the facts and circumstances in the individual case.

When the necessity for leave for reason 5 listed above is foreseeable, whether because the spouse, son, daughter, or parent of the employee is on covered active duty, or because of notification of an impending call or order to covered active duty, the employee shall provide such notice to the district as is reasonable and practicable regardless of how far in advance the leave is foreseeable.

When the need for leave is for reasons 3, 4, or 6 listed above, the employee shall make a reasonable effort to schedule the treatment so as not to disrupt unduly the operations of the district subject to the approval of the health care provider of the spouse, son, daughter, or parent of the employee.

Failure by the employee to give thirty (30) days notice may delay the taking of FMLA leave until at least thirty (30) days after the date the employee provides notice to the district.

#### **Unforeseeable:**

When the approximate timing of the need for leave is not foreseeable, an employee shall provide the district notice of the need for leave as soon as practicable given the facts and circumstances of the particular case. Ordinarily, the employee shall notify the district within two (2) working days of learning of the need for leave, except in extraordinary circumstances where such notice is not feasible. Notice may be provided in person, by telephone, telegraph, fax, or other electronic means.

### **Medical Certification**

When the need for leave is for reasons 3, 4, or 6 listed above, the employee should provide a medical certification from a licensed, practicing health care provider supporting the need for leave at the time the notice for leave is given, but must provide certification at least fifteen (15) days prior to the date the leave is to begin. The certification shall include the date on which the serious health condition began, the probable duration of the condition, and the appropriate medical facts within the knowledge of the health care provider regarding the condition. Leave taken for reason 3 listed above, must include certification that the eligible employee is needed to care for the son, daughter, spouse, or

parent and an estimate of the amount of time the employee is needed to provide the care. For reason 4 listed above, the certification must include a statement that the employee is unable to perform the required functions of his/her position.

If FMLA leave is to be taken on an intermittent or reduced work schedule basis for planned medical treatment, the certification shall include the dates on which such treatment is expected to be given and the duration of such treatment.

Second Opinion: In any case where the district has reason to doubt the validity of the certification provided, the district may require, at its expense, the employee to obtain the opinion of a second health care provider designated or approved by the employer. If the second opinion differs from the first, the district may require, at its expense, the employee to obtain a third opinion from a health care provider agreed upon by both the district and the employee. The opinion of the third health care provider shall be considered final and be binding upon both the district and the employee.

Recertification: The district may request the employee obtain a recertification, at the employee's expense, no more often than every thirty (30) days unless one or more of the following circumstances apply;

- a. The employee requests an extension of leave;
- b. Circumstances described by the previous certification have changed significantly; and/or
- c. The district receives information that casts doubt upon the continuing validity of the certification.

The employee must provide the recertification in no more than fifteen (15) calendar days after the district's request.

No second or third opinion on recertification may be required.

### **Sick Leave and Family Medical Leave Act (FMLA) Leave**

When an employee takes sick leave, the district shall determine if the leave qualifies for FMLA leave. The district may request additional information from the employee to help make the applicability determination. If the leave qualifies under the FMLA, the district will notify the employee, either orally or in writing, of the decision within two workdays. If the leave is intermittent or on a reduced schedule as defined in this policy and the circumstances of the leave don't change, the district is only required to notify the employee once of the determination regarding the applicability of sick leave and/or FMLA leave. To the extent the employee has accrued paid leave, any leave taken that qualifies for FMLA leave shall be paid leave and charged against the employee's accrued leave.

### **Concurrent Leave**



The district requires employees to substitute any applicable accrued leave for any part of the twelve (12) week period of FMLA leave. All FMLA leave is unpaid unless substituted by applicable accrued leave.

Workers Compensation: FMLA leave may run concurrently with a workers' compensation absence when the injury is one that meets the criteria for a serious health condition. To the extent that workers compensation benefits and FMLA leave run concurrently, the employee will not be charged for any paid leave accrued by the employee. If the health care provider treating the employee for the workers compensation injury certifies the employee is able to return to a "light duty job," but is unable to return to the employee's same or equivalent job, the employee may decline the district's offer of a "light duty job." For the duration of the employee's FMLA leave, the employee will be paid for the leave to the extent that the employee has accrued applicable leave.

### **Health Insurance Coverage**

The district shall maintain coverage under any group health plan for the duration of FMLA leave the employee takes at the level and under the conditions coverage would have been provided if the employee had continued in active employment with the district. The employee remains responsible for any portion of premium payments customarily paid by the employee. When on unpaid FMLA leave, it is the employee's responsibility to submit his/her portion of the cost of the group health plan coverage to the district's business office on or before it would be made by payroll deduction.

If an employee gives unequivocal notice of intent not to return to work, or if the employment relationship would have terminated if the employee had not taken FMLA leave, the district's obligation to maintain health benefits ceases.

If the employee fails to return from leave after the period of leave to which the employee was entitled has expired, the district may recover the premiums it paid to maintain health care coverage unless:

- a.** The employee fails to return to work due to the continuation, reoccurrence, or onset of a serious health condition that entitles the employee to leave under reasons 3 or 4 listed above; and/or
- b.** Other circumstances exist beyond the employee's control.

Circumstances under "a" listed above shall be certified by a licensed, practicing health care provider verifying the employee's inability to return to work.

### **Reporting Requirements During Leave**

Employees shall inform the district every two weeks during FMLA leave of their current status and intent to return to work.

### **Return to Work**

Medical Certification: An employee who has taken FMLA leave under reason 4 stated above shall provide the district with certification from a health care provider that the employee is able to resume work.

Return to Previous Position: An employee returning from FMLA leave is entitled to be returned to the same position the employee held when leave commenced, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. An equivalent position must involve the same or substantially similar duties and responsibilities, which must entail substantially equivalent skill, effort, and authority. The employee may not be restored to a position requiring additional licensure or certification.

Failure to Return to Work: In the event that an employee is unable or fails to return to work, the superintendent will make a determination at that time regarding the documented need for a severance of the employee's contract due to the inability of the employee to fulfill the responsibilities and requirements of their contract.

### **Intermittent or Reduced Schedule Leave**

Eligible employees may only take intermittent or reduced schedule leave for reasons 1 and 2 listed above if the district agrees to permit such leave upon request of the employee.

Eligible employees may take intermittent or reduced schedule leave due to reasons 3, 4, and 6 listed above if they have

- (A) made a reasonable effort to schedule the treatment so as not to disrupt unduly the operations of the employer, subject to the approval of the health care provider of the employee or the health care provider of the son, daughter, spouse, or parent of the employee, as appropriate; and
- (B) provided the employer with not less than 30 days' notice, before the date the leave is to begin, of the employee's intention to take leave under such subparagraph, except that if the date of the treatment requires leave to begin in less than 30 days, the employee shall provide such notice as is practicable.

Eligible employees requesting intermittent or reduced schedule leave that is foreseeable based on planned medical treatment may be transferred to an alternative position for which the employee is qualified with equivalent pay and benefits that better accommodates the employee's intermittent or reduced schedule leave.

If an eligible employee who meets the definition of an instructional employee requests intermittent or reduced schedule leave that is foreseeable based on planned medical treatment and the employee would be on leave for greater than 20 percent of the total number of working days in the period during which the leave would extend, the district may require the employee to elect either

- a. to take medical leave for periods of a particular duration, not to exceed the duration of the planned medical treatment; or
- a. to transfer temporarily to an available alternative position offered by the employer for which the employee is qualified and that has equivalent pay and benefits and

better accommodates recurring periods of leave than the regular employment position of the employee.

**Leave taken by eligible instructional employees near the end of the academic term**

**Leave more than 5 weeks prior to end of term**

- If the eligible, instructional employee begins leave, due to reasons 1 through 6 listed above, more than 5 weeks prior to the end of the academic term, the district may require the employee to continue taking leave until the end of such term, if
  - (A) the leave is of at least 3 weeks duration; and
  - (B) the return to employment would occur during the 3-week period before the end of such term.

**Leave less than 5 weeks prior to end of term**

If the eligible, instructional employee begins leave, due to reasons 1, 2, 3, or 6 listed above, during the period that commences 5 weeks prior to the end of the academic term, the district may require the employee to continue taking leave until the end of such term, if

- (A) the leave is of greater than 2 weeks duration; and
- (B) the return to employment would occur during the 2-week period before the end of such term.

**Leave less than 3 weeks prior to end of term**

If the eligible, instructional employee begins leave, due to 1, 2, 3, or 6 listed above, during the period that commences 3 weeks prior to the end of the academic term and the duration of the leave is greater than 5 working days, the agency or school may require the employee to continue to take leave until the end of such term.

Cross Reference: 8.5— NONCERTIFIED EMPLOYEES SICK LEAVE

Legal References: 29 USC §§ 2601 et seq.  
29 CFR 825.100 et seq.

Date Adopted:  
Last Revised:

\* All school districts are covered under the Family Medical Leave Act and are required to keep certain payroll and employee identification records and post pertinent notices regarding FMLA for its employees. Employees, however, are only eligible for FMLA benefits if the district has 50 or more employees within a 75-mile radius of the district's offices. Your district may choose to offer FMLA benefits to your employees even though they are not technically eligible. If your district has less than 50 employees and chooses not to offer FMLA benefits, the following policy serves to inform your employees of why FMLA benefits do not apply to them and could help to avoid possible confusion resulting from the posting of FMLA notices.

## NONCERTIFIED PERSONNEL REDUCTION IN FORCE

Reduction in Force (RIF) is a policy to guide the Emerson-Taylor-Bradley School District, if it becomes necessary, to reduce classified staff members due to a decline in pupil enrollment, financial conditions, program revision or elimination, the closing of facilities, and/or school district reorganization. Whenever a reduction in classified staff members becomes necessary in the opinion of the Board of Education, the following policy will be utilized to accomplish the necessary reduction action:

When it becomes necessary for a reduction in force, the administration shall compile and publish a seniority list based on district-wide seniority including each employee's area of qualification(s). The list shall be made available on each campus before action is taken.

### I. DEFINITION

- A. Reduction in Force (RIF) – RIF as used in this policy will mean district-wide reduction in classified staff.
- B. Seniority – Seniority as used in this policy will mean actual number of consecutive years employed by the Emerson-Taylor School District.
- C. Attrition – Attrition is defined as a position left vacant when a classified employee voluntarily resigns, retires, or is dismissed from the district.

### II. PROCEDURES

- A. The Board of Education, upon a recommendation by the superintendent of schools shall determine the number of staff members to be placed on RIF leave and the subject area(s), field(s), and/or program(s) to be affected.
- B. To the fullest extent possible, normal attrition will be considered prior to reduction in force.

- C. The selection of classified staff to be recommended for reduction in force shall be made by the superintendent of schools on the basis of the criteria and priorities listed below:
1. Seniority – Total consecutive years of experience with the old Emerson School District, the old Taylor School District, and/or the new Emerson-Taylor School District shall be the basis for computing length of service. Classified staff will be laid off in reverse order of district seniority by area of qualification in which staff reductions are made.
  2. If district experience between two (2) or more classified staff is equal, reduction will be determined by prior experience; and if prior experience is equal, the higher educational level of the respective classified staff shall control.
- D. Notification – Written notification to staff members affected by reduction in force will be provided as early as possible, but no later than May 1.
- E. “Bumping,” a process whereby one employee takes another’s position, will be allowed in cases where a position is eliminated. “Bumping” will be done according to the selection criteria in II C 1 and 2. “Bumping” will only be allowed in cases where a position is RIFed.
- F. Recall – Upon written request, an employee displaced pursuant to this policy shall be notified in writing of any subsequent availability of positions for a period of two calendar years following the effective date of such non-renewal. A notice shall be mailed by certified mail to the address that was on file at the time of the non-renewal, unless the district has been notified in writing of a change of address. Former employees so notified must respond to the board in writing within ten (10) calendar days of receipt of notification if they wish to be considered for the positions. Individuals who respond shall be offered the available position before new personnel are considered.

## II. PROVISIONS

- A. A classified employee placed on RIF leave may engage in another occupation during the period of such leave.
- B. A RIF-leave status shall not continue beyond two (2) years, unless the leave status is extended by board action.
- C. All fringe benefits to which an employee was entitled at the time of RIF leave, including sick leave, personal business days, etc. will be restored to him/her upon returning to full-time employment with the school district. No benefits will accrue during RIF-leave status. The employees recalled from RIF leave will be placed on the salary schedule step that he/she would have been on prior to being placed on RIF leave.

- D. Persons on RIF leave who choose to become substitute teachers will be given priority consideration. On the substitute teacher call list, the names of persons on RIF-leave status will be so designated. These designated will be given priority when calling substitutes for duty.
- E. All classified staff on RIF leave will be given priority over new applicants in filling positions that may open.

Date Adopted by Board:

Date to be Effective:

Last Revised: September 26, 2013