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## **Introduction**

The purpose of this manual is to explain the policies and procedures for classified employees and to ensure that classified employees are treated in a fair and equal manner regardless of location. Classified employees should read and become familiar with this manual.

### **I. A. The Bering Strait School District**

The Bering Strait School District extends over 50,000 square miles, an area larger than the state of Washington. The District Office is located in Unalakleet, Alaska.

The District is responsible for educating children and young people in 15 remote villages from Stebbins and St. Michael at the eastern edge of Norton Sound, west to St. Lawrence Island, north to Little Diomedede Island, which makes the District nearly contiguous with Soviet Russia, and on to Shishmaref on the northwest side of the Seward Peninsula. The total population of the District is over 1700 students.

There are three Eskimo language groups in the region: Inupiat, Central Yupik, and Siberian Yupik. There are also different dialects within these groups.

There are no highways inter-connecting the villages except for a road from Nome to Teller. Travel is by air, or occasionally boat. Freight is brought in by air or, in summer, by barge. Snow machines can be used between some of the villages in winter.

Many of the villages are located on prehistoric sites, which continue to be of great archaeological interest. The district is part of the ancient land-bridge which many authorities believe was a path by which man came to the North American continent. The District has an 11 member School Board. Members are elected and serve three-year staggered terms.

## **I. B. BSSD School Board Membership Directory**

## **I. C. School Calendars**

While there are some differences among school calendars, all calendars meet the requirements as stipulated in Alaskan law and are approved by the Board.

## **I. D. Definitions of Terms**

Unless the context requires otherwise, the definitions in this section govern the interpretation of this manual.

Class or Class Position: means one or more positions with similar duties and responsibilities, degree of supervision assigned or received, and entrance requirements. The same requirements as to education, experience, knowledge, and ability may be demanded of applicants, the same tests of fitness may be used to apply with equality to all positions in the class.

Classified Employee: means all non-certificated employees.

Full Monthly Pay Period: means a monthly pay period during which an employee is on pay status for not less than 15 working days.

Immediate Family: means, spouse, child, parent, or sibling.

Organizational Unit: means a school or a division under the supervision of an administrator assigned by the Superintendent or his/her designee.

Pay Status: means a day during which an employee works, is on paid leave, or is on paid holiday.

Permanent Employee: means an employee, other than a probationary employee, who occupies a permanent classified position.

Performance Evaluation: means the periodic appraisal, in writing, on forms prescribed, of an employee's work performance.

Position: means a situation of employment in the District composed of specific duties and requiring full-time or part-time services.

Probationary Employee: means an employee who has been employed by the District in a *permanent* position and is in a training and initial evaluation program. This may be for an initial period not to exceed 90-days, unless supervisor recommends to the Superintendent an extension to the probationary period.

Promotion: means the change of an employee from a position in one class to a position in another class (with higher salary range).

State: means the state of Alaska.

Substitution Appointment: means an appointment made to a position which is to be vacant for longer than one (1) month because of an authorized leave of absence where the incumbent has reinstatement rights.

Supervisor: means an employee duly authorized to direct the work of subordinate employees.

Temporary Worker: means an employee whose position with the District is only temporary or seasonal, not a *permanent* position.

## **Employment Policies**

### **II. A. Equal Employment Opportunity**

The Board fully subscribes to the principle of the dignity of all persons and of their labors and will take affirmative action to insure that applicants are employed and promoted without regard to their race, creed, color, gender, age, or national origin, in accordance with Executive Order 11246 and all applicable Federal rules and regulations which apply to R.E.A.A.'s in the State of Alaska. Every opportunity will be taken to assure that each applicant for a position is selected on the basis of qualification, merit, and ability.

No person applying for a position in the District shall be asked to state his/her religious or political affiliation.

### **II. B. Non-discrimination**

The Bering Strait School District affirms that no person shall, on the basis of age, gender, race, creed, color, or national origin be excluded from participation in, be denied benefits of, or otherwise subjected to discrimination under any education program or activity in the District consistent with Title IX/Section 504 of the Education Amendments of 1972, Title IV of the Civil Rights Act of 1964, and Americans with Disabilities Act of 1992.

### **II. C. Advertisement of Positions**

Except for temporary positions and substitute appointments, all position openings shall be advertised **first to current employees for a period of not more than five (5) days and then if the position is still vacant, it will be advertised both in-district and out of district** via public media in the village where the vacancy occurs for a period of not less than 14-days. Advertisements will be posted in the post office, school, and village stores. Under emergency conditions, interim appointments to permanent positions may be made pending expiration of the advertisement period. If such interim appointment is made, all applications received during the advertisement period shall be considered prior to making a permanent appointment. Persons in interim appointment may or may not be applicants for positions.

A copy of the advertisement must be filed with the Director of Personnel. The advertisement will state: Bering Strait School District is an equal opportunity employer.

### **III. D. Application Procedure**

To be considered as an applicant for a classified position, a candidate must complete a written application using the approved form provided by the Bering

Strait School District. Application forms can be obtained from the principal of the local school or requested by writing to:

Bering Strait School District  
Attn: Personnel Department  
P.O. Box 225  
Unalakleet, AK 99684-0225

When a position becomes vacant and is approved for continuation, the principal and/or supervisor will review all applications on file at the expiration date of the 14-day posting period. **The principal will forward all applications for hiring a maintenance position to the Director of Maintenance at the District Office who will review the application and submit a ranking order recommendation back to the principal and Advisory Education Committee.** The principal and/or supervisor will select the best applicant(s) to be interviewed **taking into consideration the recommendation of the Maintenance Director if the vacancy is for a maintenance position.**

The principal and/or supervisor will forward the recommendation in a written statement to the Director of Personnel. The written statement shall include the name of the person and the qualifications this person possesses for the position. The principal and/or supervisor will also forward all other applications and interview evaluations received for the position in question.

## **II. E. Appointments**

Only the Superintendent of schools or their designee can recommend an individual to be considered for appointment by the Bering Strait School District's Board of Education.

Upon official action by the Board, the Superintendent or designee shall notify the appropriate principal and/or supervisor of the acceptance for appointment or rejection of the candidate. The official probationary period will begin with the notice of appointment. No principal and/or supervisor can appoint or promise approval of appointment of a candidate.

## **II. F. Probationary Period**

Each employee new to a permanent position shall be subject to an initial probationary period not to exceed 90-calendar days. At the end of the probationary period, the employee will be evaluated utilizing the Classified Performance Evaluation Report.

At the end of the initial probationary period, an employee with an approved performance evaluation of "Requires Improvement" shall be terminated, except that at the discretion of the supervisor, an employee with a "Requires



Improvement” evaluation may be granted an extended probationary period not to exceed 90-calendar days.

If at the end of the extended probationary period, an employee with an approved performance evaluation of “Meets or Exceeds” standards, the employee may remain, or otherwise the employee shall be terminated.

## **II. G. Discretionary Appointment**

The Superintendent or designee may appoint an employee above the step for which he/she normally would qualify if, in the judgment of the Superintendent or his designee, the employee’s work experience or qualifications merit advance placement on the salary schedule.

## **II. H. Casual Employee**

Casual Employee means an employee that is employed on a contract basis to provide a specific service to the District. Such an employee receives a flat amount for said service and is not eligible for any other fringe or retirement benefits.

## **II. I. Reappointment**

An employee who is reappointed to a position after a separation or after having served in a different position may, at the discretion of the Superintendent or his designee, be reinstated at the same location on the salary schedule as previously held.

## **II. J. Promotion**

All other things being equal, current permanent classified employees shall be given preference in filling a vacant position if the position is at a higher classification than that currently held by the employee.

A promoted employee shall be placed on the salary schedule so that there will be no reduction in the rate of pay.

## **II. K. Demotion**

The Superintendent or his/her designee may demote a classified employee for just cause which includes, but is not limited to, failure of the employee to achieve a satisfactory performance rating during the probationary period; poor performance rating in a current permanent position; elimination of a position(s) in the District; or a change in the District’s finances. The employee shall, before the action is taken, be furnished with a statement in writing, setting forth the reason(s) for the demotion. The employee is entitled to a hearing before the

Superintendent or his/her designee, as prescribed in the Complaint Procedure. If the employee is vindicated as a result of the hearing, he/she shall be reinstated with full back pay and benefits.

## **II. L. Separation from Employment**

### **1) Retirement**

Except as otherwise provided in these rules, a classified employee covered by the Public Employee's Retirement System or Teacher's Retirement System, is eligible for retirement as provided by the Retirement System. An employee must notify the Superintendent or his designee in writing **no later** than 30-days prior to the date of separation.

### **2) Resignation**

An employee may resign from the District by presenting a resignation in writing to the supervisor. An employee shall not be considered to have resigned in good standing if he/she fails to give the supervisor at least 14-calendar days written notice. A copy of the resignation shall be supplied by the supervisor to the Superintendent or his designee. The Superintendent or designee shall make such investigation as he/she deems warranted for the purpose of verifying the facts given as reason(s) for the resignation.

### **3) Termination**

Employment termination occurs when:

- a) The services of a temporary employee are no longer needed by the District;
- b) A new employee is not continued at the end of the probationary period;
- c) A permanent employee is dismissed.

## **II. M. Prohibitions and Penalties**

Securing of Position: No classified employee shall give, render, pay, offer, solicit, or accept any money, service, or other valuable things in connection with any appointment, any promotion, or any advantage in a classified position.

Racial, Religious, and, Political Action: No action affecting the employment status of any classified position, including appointment, promotion, demotion, suspension, or removal may be taken or withheld on the basis of gender or racial, political, national origin, religious, disability or other non-merit reasons.

Fraud: No classified employee or applicant for a classified position shall make false statements, certifications, appointments, or evaluations under any provision of the personnel rules or in any manner commit fraud preventing the impartial execution of the personnel rules.

Rights of Others: No classified employee shall defeat, deceive, or obstruct a person in his/her right to examination, eligibility, certification, appointment, or promotion under these rules.

Information from Applicant: No classified employee shall request or suggest that an applicant for classified employment provide information concerning the applicant's religious, opinion, their ancestry, their membership in fraternal organizations, their political convictions, or their ethnic origin (except as required to meet Equal Employment Opportunity requirements).

Outside Employment: No classified employee shall engage in or accept private employment, or render services for private interest when such employment or service is incompatible with the proper discharge of his/her official duties. No classified employee shall solicit, negotiate for, or promise to accept employment by, or anything of substantial value from, any person, firm, or company with which he/she or his/her organization's unit is engaged in the transaction of business on behalf of the District or which may be affected by his/her official action.

Investments in Conflict with Official Duties: No classified employee shall invest or hold any investments directly, or indirectly, in any financial business, commercial, or private transaction, which creates a conflict with his/her duties.

Use of Information: No classified employee shall use information peculiarly within his knowledge or purview concerning the property, government, or affairs of the District to advance the financial or other private interests of himself/herself or others.

Gifts of Favors: No classified employee shall be a party to the purchase of, or influence the purchase of, goods or services for the use of the District from any person, company, or business in which he/she has substantial financial interest unless approved in advance by the Board.

Conflict of Interests: No classified employee shall engage in any business or transaction or shall own a financial or other private interest, direct or indirect, which is in conflict with the proper discharge of his/her official duties.

Interpretations: At the request of any concerned classified employee or on their own motion, the Superintendent or his designee shall render interpretive opinions regarding the application of the rules in Section N. Insofar as possible, all such opinions shall be worded so as not to disclose the identity of any individual seeking an opinion. All such opinions shall be published and kept current as a supplement of the personnel rules.

## **II. N. Employment Records**

### **1) Limited Public Access**

Access to personnel files is limited to the following persons during regular business hours:

- a) The person named on the individual file folder has limited access only to his/her own file;
- b) Federal and State Department of Education Officials (for audit purposes only); and
- c) District Administrators:
  - Superintendent
  - Assistant Superintendent
  - Program Directors
  - Personnel Officers
- d) Principals and principal/teachers may have access only to their assigned sites or file folder.
- e) Any other persons with legitimate request for non-confidential materials (that does not include examinations, evaluations, personal history, etc.) may have access to a specific information form in the files, must provide a written permission note from the Superintendent or designee, and check in with the personnel officer.

### **2) Confidential Records**

Examination materials, performance evaluations, personal histories, and other confidential materials so designated shall be kept in confidential personnel files. Prior to inclusion of any material in a classified employee's personnel file that may be construed as derogatory evidence that the employee received a copy of the material is required. A classified employee has the right to have included in his/her personnel file, a rebuttal of any derogatory material placed in the file. A classified employee, or his/her authorized representative, shall be allowed to examine the contents of his/her personnel file during regular office hours in accordance with such procedures as the Superintendent or his designee may establish.

### **3) Individual Classified Personnel Files**

Each classified employee shall have an official file maintained in the District Office. This file shall include, but not be limited to:

- a) Application form;
- b) Payroll information;
- c) Emergency contact;
- d) Evaluation form;
- e) Letters of commendation and/or reprimand;

- f) Other items as deemed necessary by the Superintendent or designee;  
and
- g) Contracts, if appropriate.

## **Employee Compensation and Benefits**

### **III. A. Compensation**

#### 1) Total Remuneration

The salary paid to classified employee shall represent the total remuneration for the employee, exclusive of reimbursement of official travel. Except otherwise provided in these rules, or upon prior approval by the Superintendent or his/her designee, no employee shall receive pay from the District in addition to the salary authorized under the salary schedule for services rendered by him/her either in the discharge of his/her ordinary duties or any additional duties which may be assigned to him/her or which he/she may volunteer to perform.

When an employee works for a period less than the regularly established number of hours per day, days per week, or weeks per month, the amount paid shall be proportionate to the time actually worked.

#### 2) Hourly, Part-time, and Partial Monthly Rates

An employee hired on a monthly salary who works less than a full monthly pay period will be paid a proportional part of his/her monthly salary based on the hourly rate.

#### 3) Overtime Compensation/Permanent or Probationary Employees

Overtime is any work in excess of 40 hours in a calendar week. An employee who is normally eligible for overtime, in accordance with the overtime rule, shall be compensated for such excess hours worked at one and one-half (1-1/2) times the hourly rate. An employee who is not normally eligible for overtime compensation may be compensated for overtime upon prior approval of the Superintendent or his/her designee. Overtime compensation shall be included on the regular monthly paycheck.

##### a) Temporary/Casual Overtime Compensation

Overtime is any work in a calendar week in excess of 40 hours. An employee who is normally eligible for overtime, in accordance with the overtime rule, shall be compensated for such excess hours worked at one and one-half (1-1/2) times the hourly rate established above. An employee who is not normally eligible for overtime compensation may be compensated for overtime upon prior approval of the Superintendent or

his/her designee. Overtime compensation shall be included on the regular monthly paycheck.

b) Compensatory Time

If both the employee and supervisor agree to compensatory time over and above a 40-hour workweek, compensatory time may be granted.

Compensatory time must be equal to time and one-half overtime and must be approved in writing by the Superintendent or his/her designee.

4) Monthly Pay Period

The monthly pay periods are between the first and fifteenth of each month and sixteenth and the end of each month.

5) Pay Days

Employees shall be paid twice a month. The pay days will be on the fifteenth and the last day of the month.

6) Merit Step Increase

An employee is entitled to a merit step increase for each consecutive year of service, so long as the final approved performance evaluation of the year rates the employee either "Meets Standard" or "Exceeds Standard". Merit step increases will be granted on July 1 of each year. An employee, to be eligible for a merit step increase, must have been on permanent status by April 1 of the year in which the merit step is to take place.

7) Housing

Based on availability of space, itinerant licensed employees may be provided housing in the Bering Strait School District trailer in Unalakleet. The rental rates will set by July 1 of each fiscal year.

**III. B. Career Incentive Program**

**1) Career Incentive Program**

Classified employees who are enrolled and actively participating in a approved teacher training program leading to a Bachelor's Degree and teacher certification, or to a degree directly related to their area of job assignment, may be placed upon the Career Incentive Program (CIP) portion of the salary schedule. Placement will be at the Superintendent's approval and based upon official transcripts sent by the college or university at the employee's request and expense. It will also be based upon official verification of prior work experience as an educational aide or in the area of job assignment.

Transcripts documenting earning at least three (3) credit hours per year in an approved certification program and active participation shall arrive in the District Office before October 10<sup>th</sup> of *each year*. Prior to that time, placement will be made for the current school year based on semester hours on file and verified service. Placement as of October 10<sup>th</sup> will then be adjusted and applied retroactively to the first day the employee worked of the current school year. If an employee fails to obtain the required credits, they will not be dropped from the CIP schedule, but will not advance until they have made up the credits. Credits earned during the school year may count towards placement for the subsequent school year. Placement will be adjusted once annually.

## 2) **Bilingual/Bicultural Instructor**

Bilingual/Bicultural instructional employees who work in positions designated as Bilingual/Bicultural instructor positions will be placed on the Instructor portion of the salary schedule for the amount of time they spend each day as a Bilingual/Bicultural Instructor (the remaining time each day will be paid at the appropriate aide level if less than a full day). This position requires a limited certificate by the Department of Education (Locally Recognized Expert). Placement will be at the Instructor I level or higher on the salary schedule based on official transcripts sent by the university at the employee's request and expense. Only courses directly relating to education or an approved teacher training program will apply toward salary placement or advancement. Also, placement will be based on official verification of prior work experience as an educational aide or instructor.

Transcripts documenting placement and the limited certificate shall arrive in the District Office before October 10<sup>th</sup>. Prior to that time, placement will be made for the current school year based on semester hours on file and verified service. Placement as of October 10<sup>th</sup> will then be adjusted and apply retroactively to the first day the employee worked of the current school year. Credit earned during the school year may count towards placement the subsequent school year. Placement will be adjusted once annually. Failure to obtain a limited certificate will result in temporary suspension without pay until the limited certificate is received.

## 3) **Bilingual/Bicultural Coordinator**

Classified Bilingual/Bicultural employees who work in positions designated as Coordinator, will earn an hourly salary comparable to that of the base salary for certified teachers. This position requires a limited certificate for authorization.

## 4) **Locally Recognized Expert Designation and Application Procedure**

In order for a person to be recommended for a position as Bilingual/Bicultural instructor they must meet the qualifications listed in the Locally Recognized Expert Job Description. The process of application is as follows:

- i. Employment in or recommendation for a position as Bilingual/Bicultural Instructor.
- ii. Recommendation by the local site administrator, local Advisory Education Committee (AEC), program director, and Superintendent.
- iii. Recommendation to the Alaska Department of Education by the Superintendent.
- iv. Submission of an application, resume, application fee and letter of endorsement from the Superintendent to the Alaska Department of Education, Certification Office.
- v. Limited Certificate must be renewed every five (5) years.



Pay Scale (updated form)

### **III. C. Paid Holidays**

#### 1) Paid Holidays

All classified employees, except temporary employees, casual employees, and new probationary employees, shall be granted the following paid holidays:

- Independence Day
- Labor Day
- Thanksgiving Day
- The day after Thanksgiving Day
- Christmas Eve Day
- Christmas Day
- New Year's Day
- Memorial Day

#### 2) Holidays on Scheduled Days Off

If a holiday falls on a Saturday, the Friday preceding shall be designated as the holiday. If a holiday falls on Sunday, the following Monday shall be designated as the holiday.

#### 3) Rescheduling of Holidays

With the written permission of the supervisor, a classified employee may be permitted to reschedule a holiday to a mutually agreeable date. Also, the supervisor may require a classified employee to work on a holiday.

#### 4) Work on Holidays

If a classified employee is required to work on a holiday, he/she shall be compensated at the overtime rate for the actual hours worked.

#### 5) Eligibility

In order to be eligible for holiday pay, a classified employee must be on pay status for the majority of their work hours on the days immediately preceding and following the holiday.

### **III. D. Annual Vacation Leave**

#### 1) Accrual

Permanent classified employees who were hired before July 1, 1997 will accrue annual leave according to the following schedule:

Years of Service	0-8	9-16	17->
Leave Days Accrued Per Month	1.25	1.5	1.75

Also defined as hours per hours worked .0577 .0692 .0808

Classified employees who are hired after July 1, 1997 will accrue annual leave according to the following schedule:

Years of Service	0-4	5-8	9-16	17->
Leave Days Accrued Per Month	1	1.25	1.5	1.75

Also defined as hours per hour worked .0462 .0577 .0692 .0808

## 2) Use

Accrued annual leave may be used on the approval of the supervisor.

The personnel/payroll clerk shall maintain a leave record for each permanent classified employee and such record shall be subject to annual audit and approval by the Superintendent or his/her designee.

### III. E. Sick Leave

#### 1) Accrual

Classified employees, except as otherwise provided herein, shall accrue sick leave at the rate of .06140 hours per hour worked. Also defined as 1.33 days for a full month worked. Also defined as 9.98 hours for each 162.50 hours worked.

An employee appointed to a temporary position or probationary position shall not accrue sick leave credit. Sick leave can be carried over; however, sick leave will not be paid out at the end of employment.

There shall not be accrual of sick leave during any monthly pay period in which an employee is absent without approved leave.

A false statement by an employee regarding sick leave shall be considered grounds for immediate dismissal without ten (10) working days notice or severance pay. A doctor's certificate may be required by the Superintendent or by his/her designee, to determine an employee's fitness to return to work for absences in excess of three (3) days.

#### 2) Availability of Sick Leave

In order to be eligible for sick leave, an employee must notify his/her supervisor in advance.

Sick leave shall be used only in the following instances:

Sick leave will be granted when the supervisor is satisfied that the absent employee is actually sick or injured or that his/her presence on the job could jeopardize the health of fellow employees, students, or himself/herself.

Sick leave may be granted for a medical or dental appointment.

If the absence exceeds three (3) consecutive working days, the supervisor may require a doctor's statement indicating the employee's fitness to return to work. Sick leave may be granted for illness within the employee's immediate family, who live in the employee's household and require the attendance of the employee. The employee is entitled to take up to five (5) days of accrued sick leave at the death of a member of the immediate family.

### 3) Payment

An employee whose absence has been approved as being justified under the above rule shall be paid for such time lost, to the extent that the employee has sick leave accrued, at the employee's current salary, less the amount of any time loss payments made to the employee under the Alaska Compensation Act. Deduction from pay for absence on account of illness in excess of sick leave accrued shall be refunded at the end of the fiscal year if the sick leave balance as of June 30 is in excess of the deficit accrued during illness.

### **III. F. Family Leave Used After Other Available Leave is Used**

A classified employee who has been employed at least 35 hours a week for at least six (6) consecutive months or for at least 17.5 hour a week for at least 12 consecutive months immediately preceding the leave is eligible for family leave.

Family leave for these purposes can be for a total of 18 work weeks within a 24-month period:

- 1) The employee's own serious health condition.
- 2) To care for the employee's child, spouse, or parent who has a serious health condition.

Family leave for these purposes can be for a total of 18 workweeks within a 12-month period:

- 3) Pregnancy and childbirth, or
- 4) Adoption of a child, other than the employee's stepchild.

The employee must give reasonable and practicable prior notice of the expected leave for family needs. This leave shall be charged first to **sick leave**, and if that is not sufficient, then to **annual leave**, and then to **leave without pay**.

Upon conclusion of family leave, the employee shall be returned to the position when the leave began or to a substantially similar position unless business circumstances have changed to make it impossible or unreasonable.

If a parent or a child of two eligible employees has a serious health condition, the District will not grant family leave to both employees simultaneously.

An employee who fails to return within the prescribed time limit shall be presumed to have resigned unless he/she had applied for, and had been granted, leave without pay for an additional period.

The Superintendent, or designee, from time to time, may require that the employee submit a statement from the attending physician or from a designated doctor. In the event of a failure or refusal to supply such statement or if the statement does not clearly show sufficient disability to preclude the employee from the performance of his/her duties, the Superintendent or designee may cancel such sick leave and require the employee to report for duty on a specific date.

### **III. G. Paternal Leave**

Upon request, an employee shall be granted up to five (5) days leave to be with his spouse near the time of delivery.

This leave shall be charged first to **sick leave**, then if that is not sufficient, then to **annual leave**, and then to **leave without pay**.

### **III. H. Court Leave**

An employee, except a temporary or new probationary employee, who is called to serve as a juror or is subpoenaed as a witness by a court of competent jurisdiction in the employee's place of residence, shall be entitled to court leave.

Court leave shall be supported by written documents such as a subpoena, Marshall's statement of attendance, statement of compensation for services, per diem, and travel.

The employee shall turn over to the District all monies received from the court as compensation (except per diem and travel) for service, and in turn shall be paid their current salary while on court leave. This section does not apply when the employee is a defendant.

### **III. I. Military Leave**

An employee, except a temporary or probationary employee, shall be entitled to military leave of absence with pay, to serve in the Armed Forces of the United States and shall be entitled to the re-employment benefits granted under Section 9 of the Universal Military Training and Service Act, as amended, 50 USC Section 459.

- An employee, except a temporary or probationary employee, who is a member of a reserve component of the United States Armed Forces or the National Guard is entitled to a leave of absence with pay, time, or performance rating on all days during which he/she is ordered to training duty, as distinguished from active duty with troops, or at field exercises, or instruction.

The employee shall turn over to the District all monies received from the U.S. Armed Forces or National Guard as compensation earned (except per diem and travel) and in turn shall be paid their current salary while on leave.

### **III. J. Other Leaves of Absence, Without Pay**

Employees may be granted leave without pay, not to exceed a total of ten (10) working days in any fiscal year, for any compelling reason, at the discretion of the supervisor.

Employees may be allowed to be absent from duty without pay in excess of ten (10) working days. A written request must be approved by the Superintendent or by his/her designee.

### **III. K. Cancellation of Leaves of Absence**

All leaves of absence without pay shall be subject to the condition that the Superintendent or his/her designee may cancel the leave at any time upon prior written notice to the employee specifying a reasonable date of termination of the leave, if he/she finds that the employee is using the leave for purposes other than those specified at the time of approval. If the employee fails to report to duty on the specific date or at the end of the leave of absence, he/she shall be presumed to have resigned not in good standing.

### **III. L. Administrative Leave for Classified**

Only the Superintendent or his/her designee may grant administrative leave. Principals are authorized to be the designee if the following conditions are met:

- A maximum of 12 days per site in one calendar year.

- Stipends and other compensations must be turned in to the District for paid leave.
- Leave which benefits the school program or is community service, i.e., election business or Native Corporation board business.

Such leave will be considered only if it will result in benefit to the District and will not cause hardship or loss to the District.

While on approved leave of absence without pay in excess of 10 days, the employee shall not be entitled to fringe benefits such as health/accident insurance, retirement, social security, workman's compensation, etc.

#### 1) Health, Accident, and Life Insurance Coverage

All classified employees, except temporary, casual, and new probationary employees whose regularly assigned work week is 30 or more hours are eligible for health, accident, and life insurance coverage. Optional additional coverage may be made available to classified employees at the premium cost.

#### 2) Workman's Compensation

All classified employees shall be covered with Workman's Compensation insurance as required by the Workman's Compensation Act.

#### 3) Flexible Benefits Plan

All classified employees shall have the option to participate in the flexible benefits plan. Contact the local site administrator or the Bering Strait School District Business Manager at 907-624-4256 for further information.

### **III. M. Retirement Plan**

The retirement plan, Public Employees' Retirement System (PERS) is an important employee benefit. Employees may receive a PERS information handbook by contacting:

Public Employees' Retirement System (PERS)  
 The Division of Retirement and Benefits  
 P.O. Box 110203  
 Juneau, AK 99811-0203

Phone: 1-800-821-2251

#### 1) PERS-General Information

##### a) Vested

To become vested in PERS, a classified employee must have an assigned work of 30 hours or more of work per week. An employee must work a

minimum of 15 hours a week for a permanent position to be enrolled in PERS.

b) Contribution for PERS

Classified employees contribute 6.75% of his/her gross income to PERS. In addition to this, the Bering Strait School District contributes in an amount in accordance with Alaska State Statutes of each classified employees' salary to PERS in the employee's name.

Employees hired after July 1, 2006, without prior PERS service shall contribute 8% of his/her salary to a defined contribution plan. Employees hired after July 1, 2006 who have had PERS shall contribute 6.75% of his/her salary under the defined benefit plan.

c) Retirement Option

PERS offers various retirement options. Before choosing any option, an employee should personally discuss options with a PERS representative at 1-800-821-2251.

d) Social Security

Your PERS retirement benefit is in addition to your social security benefit. Your FICA deduction is our contribution to social security.

e) Early Retirement

Early retirement is a choice that may be applied to any retirement option. Early retirement means that as long as you are vested, you may choose to retire any time after the age of 50 instead of 55.

By requesting Early Retirement before full retirement age, your monthly benefit will be reduced. Consult a PERS retirement counselor if you are considering Early Retirement.

## **Travel Operational Procedures**

### **IV. A. Travel**

#### **1) Travel Requests**

Prior to travel, on official District business (during which any District funds are involved), an employee must complete the "Request" section of a Travel Request Report form and have the supervisor authorize the trip, list the proper funding source account code, initial, and date approval of the trip.

All out of District travel must be approved by the Superintendent or by his/her designee.



## Regulations

The following regulations apply to travel on District business:

a) Procurement

Once an approved request is received in the District office, the designated District travel officer will then schedule the approved travel. It will be paid for out-of-pocket by any employee with travel advances. Travel may be charged to the District by the travel officer, or those authorized, for those employees without travel advances. Only those individuals authorized can charge to the Bering Strait School District. A desired change in itinerary or air taxi must be requested through the District Office. Individuals changing their own travel will be obligated to pay for it and are also subject to disciplinary action.

b) Routing and Air Taxi Service

Travel shall be by the most direct and efficient means. Air travel will be by seat fare or charter, whichever is the least cost to the District while permitting the accomplishment of the District business.

c) Privately Owned Auto

When the use of an employee's own automobile is in the best interest of the District the employee will be reimbursed at the rate of *\$.25 cents* per mile.

d) Taxi Transportation

Taxi fares shall be reimbursed when necessary for the conduct of District business. Whenever feasible, shuttle buses should be used instead of taxis.

e) Special Transportation

When it is necessary to hire a boat, snow machine, or other special conveyance, an explanation of the circumstances must be submitted.

### **IV. B. Food Expense Reimbursement**

Employees on travel status and whose food is not provided for by the District, are entitled to food expense reimbursement at the following rates:

In-District	Out-of District, including Nome
Breakfast= \$10.00	Breakfast= \$10.00
Lunch= \$15.00	Lunch=\$20.00
Dinner= \$20.00	Dinner=\$30.00

Employees, by prior agreement, may be permitted to travel on official District business for which either no or limited expenses are reimbursed.

Food expense reimbursement is only granted when the task requires staying overnight away from home village and upon written permission from the Superintendent or his/her designee.

When traveling in the District, employees shall make appropriate meal payments to the schools or other individuals providing meals.

#### **IV. C. Lodging Expenses**

Lodging expenses are reimbursable for actual expenses extended at a commercial facility. Receipts must be submitted with Travel Request Report forms for reimbursement.

#### **IV. D. Reimbursement for Travel Expenses**

Employees completing approved travel on District business should complete the itinerary, and expenses claimed sections of the Travel Request Report form; sign and submit to the designated travel administrator at the District Office. Receipts should be attached for all claimed expenditures (hotels, taxis, fees, admission, tuition, etc.). Receipts are not required for the employee's food and reimbursement for meals will be based upon the above approved rate in Section IV. B. Food Expense Reimbursement.

## **Work Rules and Disciplinary Procedures**

### **V. A. Work Hours**

- 1) Hours of work
  - a. Minimum Work Day for Full-Time employees  
The normal work day is seven and one-half (7.5) hours exclusive of one-half (.5) hour period constituting a lunch period. Time reported on the hourly basis shall be reported to the nearest fifteen minutes or quarter hour.
  - b. Scheduled Hours of Work  
Each supervisor, with prior approval of the Superintendent or his/her designee, shall establish the scheduled work hours for classified employees under his/her supervision. Hours shall not be less than the minimum hours described above in 1. A.
  - c. Minimum Work Week for Full-Time Employees  
Thirty-seven and one-half (37.5) hours of actual attendance on duty shall constitute the minimum work week for full-time classified employees with due allowance for authorized holidays and leaves of absence with pay.
  - d. Normal Work Week  
The normal workweek shall consist of five consecutive workdays between Sunday midnight and the following Sunday midnight.
- 2) Excessive absenteeism and tardiness will result in disciplinary action.
- 3) Employees may be required to keep a timesheet with the amount of time worked each day. Supervisors will check for accuracy and sign the timesheet prior to each pay period.
- 4) Employees who may be required to leave their workstation to perform work duties at another location (building) are required to keep their immediate supervisor informed of their whereabouts during the work day.
- 5) Except in emergency situations, employees are not to use the telephone system for personal business. No employee, under any circumstances, is permitted to make long distance calls without advance supervisory approval.
- 6) Employees are not permitted to leave their workstation for the purpose of conducting personal visitation with other employees at their workstations during work hours.

- 7) Unless directed otherwise by the immediate supervisor, there will be not food prepared, cooked, or consumed by employees at workstations during work hours.
- 8) No employee is permitted to bring relatives or friends to his/her workstation during work hours.
- 9) Employees requesting to use annual leave time must submit their request on the appropriate form to the immediate supervisor two days, prior to the date of the leave requested.
- 10) Any classified employee who defies a supervisor's directive or who is disrespectful to a supervisor, another employee, or the public, may be disciplined severely or dismissed.
- 11) Prior to the close of each work day, each employee will be responsible for securing and leaving his/her workstation in a neat and orderly fashion.

#### **V. B. Discipline Procedures for Classified Personnel**

- 1) The purpose of this section is to outline standard disciplinary procedures to be used with classified employees. It is important to standardize these procedures so that fair and equitable action is taken throughout the District for similar offenses. Naturally no rule applies to each and every situation, therefore, a supervisor must exercise judgment in determining appropriate action to take. In determining appropriate action to take, the supervisor should:
  - a. Check the employee's past work performance, especially to determine if there has been a pattern of infractions;
  - b. Determine the seriousness of the infraction; and
  - c. Obtain the facts surrounding the particular infraction.
- 2) There are five distinct disciplinary actions that a supervisor can take. Normally, the actions will follow in the progression as listed. However, some infractions, due to their seriousness, require the more severe disciplinary actions regardless of an employee's past performance.
  - a. **Oral Reprimand**  
Oral reprimand should be issued when a classified employee ignores or violates work rules or procedures. Oral reprimand can be issued for a variety of reasons including, but not limited to: use of improper language, excessive tardiness or absence, negligence to notify supervisor when leaving workstation, carelessness in performance of duties, etc. When a supervisor delivers an oral reprimand, a notation must be made on the Oral Reprimand form and placed in the

employee's personnel file. The purpose of the notation is to document that the employee has been notified of an infraction, but the infraction was not serious enough for more formal disciplinary action.

**b. Written Reprimand**

Written reprimands are issued when an infraction occurs which is serious enough that the supervisor wants written documentation. Written reprimands must be reduced to writing in the District's Written Reprimand form. The written reprimand must be shared with the classified employee and the employee must have the opportunity to add his/her comments to the written reprimand form before this form is placed in the employee's personnel file.

**c. Suspension**

A suspension is a very serious form of discipline as it results in the loss of pay to the employee. A classified employee may be suspended without pay for up to five (5) days on the first suspension, and up to ten (10) days in subsequent suspensions. When a supervisor recommends a suspension without pay, the supervisor must first contact the Superintendent or his/her designee to obtain authorization for the suspension. This contact can be done by telephone to expedite the procedure.

After authorization for the suspension is secured, the supervisor will fill out the Suspension Notice form. The supervisor will meet with the classified employee. The classified employee must be provided an opportunity to respond in writing on the Suspension Notice form. If the classified employee disagrees with the suspension, he/she may use the complaint procedure.

An immediate suspension pending an investigation of facts may be utilized in cases of serious incident or behavior on the part of the employee.

**d. Reduction of Classification**

If a classified employee is continually guilty of rule infractions or receives a poor performance evaluation, the supervisor may recommend that the classified employee be reduced to a lower job class or salary range. The following procedure will be used:

1. The supervisor will complete the Reduction of Classification form and meet with the classified employee to review the reasons for the reduction in job class or salary range. The supervisor must list what job responsibilities the classified employee must improve to

regain his/her current job class and salary range. The classified employee may write a rebuttal on this form.

2. A copy of the Reduction in Classification form must be forwarded to the Superintendent or his/her designee who will make the final authorization of the classification reduction.
3. If the classified employee disagrees with the reduction, he/she may use the complaint procedure.

**e. Dismissal**

An employee may be dismissed when repeated infractions of rule and regulations occur, when other disciplinary actions fail to correct behavior, when a classified employee disobeys or is disrespectful to superiors, when infractions of a serious nature occur for the first time or for any other just cause as judged by the Superintendent or his/her designee. Only the Superintendent or his/her designee can authorize a dismissal. The employee shall be advised in writing of the reason for the dismissal of the Notice of Dismissal form. The immediate supervisor or the Superintendent or his/her designee may initiate the dismissal process.

The following procedure may be used:

1. The supervisor considering dismissal shall meet with the classified employee. The supervisor shall give the employee oral or written notice of the charges against him or her and an explanation of the supervisor's evidence. The supervisor shall then give the employee an opportunity to tell his or her side of the story.
2. If the supervisor recommends dismissal, he/she will complete the Notice of Dismissal form and meet with the classified employee. The classified employee will be given the opportunity to respond in writing on the form.
3. The supervisor recommending dismissal will notify the Superintendent or his/her designee of said action. The Superintendent or his/her designee must approve the dismissal before it is official.
4. A dismissed employee is entitled to due process through the use of the complaint procedure. If an employee is vindicated through this process, he/she shall be reinstated with full back pay and benefits.

5. If an employee is permitted to resign in lieu of dismissal, the supervisor shall so notify the Superintendent in writing and shall set forth the reasons why the employee would have been dismissed had he/she not resigned. A resignation in lieu of dismissal shall be considered a resignation not-in-good standing.

## **Evaluations**

### **VI. A. Evaluation Procedures**

No later than the end of the probationary period of employment, each classified employee shall receive a performance evaluation in a manner prescribed by the Superintendent or his/her designee.

Each classified employee shall be evaluated during the month of May or June.

Classified employees separating from the District shall receive a final evaluation at the time of separation.

Each evaluation shall be discussed with the employee. The employee shall have the right to place written comments on the evaluation form and the employee shall receive a copy of the evaluation.

Each evaluation shall be reviewed by the Superintendent or designee and placed in the employee's personnel file. A written plan for improvement is required when "Requires Improvement" is marked on the evaluation.

## **VI. B. Job Descriptions**

Accounting Clerk  
Accounts Payable Clerk  
Bilingual/Bicultural Coordinator  
Bilingual/Bicultural Instructional Aide  
Boys Work Study/Boarding Home Supervisor  
Community Education Coordinator  
Cook I  
Head Cook  
Custodian I  
Educational Aide  
Educational Aide (Bilingual/Bicultural)  
Educational Aide (Title I)  
Educational Aide (Migrant Ed)  
Educational Aide (Preschool-Title I)  
Educational Aide (Special Education)  
Girls Work Study/Boarding Home Supervisor  
Information Systems Technician  
Inventory and Preventative Maintenance Controller  
Itinerant Skilled Tradesman, Furnace/Boiler Mechanic  
Itinerant Skilled Tradesman, Carpenter  
Itinerant Skilled Tradesman, Electrician  
Itinerant Skilled Tradesman, Plumber  
Itinerant Maintenance, Mechanic  
Maintenance/Custodian  
Maintenance Coordinator  
Maintenance Foreman  
Media Clerk  
Payroll Clerk  
Pilot  
Purchasing Agent  
Recreational Supervisor  
Receptionist/Secretary  
Secretary for Maintenance  
Secretary for Media Center  
Secretary for Personnel  
Secretary for Regular Instruction  
Secretary/Accounts Payable  
Secretary/Clerical  
Shipping Clerk  
Summer Projects Itinerant Foreman  
Summer School Maintenance Supervisor  
Travel Clerk



**JOB DESCRIPTION INSERT**

# **Bering Strait School District Complaint Procedure**

## **VII. A. Complaint Procedure**

### 1) Purpose

The purpose of the Complaint Procedure is to resolve differences between employees and supervisors at the lowest administrative level as quickly and amicably as possible. The complaint procedure is a means to ensure that all classified staff will have a due process and procedure to protect their rights.

### 2) Definition

Complaint: A statement made by an employee that a controversy, dispute or disagreement exists between the employee and the supervisor.

Supervisor: An employee authorized to direct the work of subordinate employees.

### 3) Representative and Witnesses

At step two and three of the complaint procedure the complainant or supervisor may have representation. This may be a friend, confidant, or legal counsel.

### 4) Time Limits

All time limits shall be strictly adhered to except by mutual written consent of the parties. Failure of the complainant to adhere to time lines nullifies the complaint. Failure of a supervisor to adhere to time lines automatically entitles the complainant to appeal to the next higher supervisory level.

### 5) Reprisals

No reprisals shall be taken against an employee for participating in the complaint procedure.

### 6) Rights Guaranteed

By using the complaint procedure, an employee does not give up his/her right to seek relief through other administrative or legal channels where such channels have been established. However, if an employee has filed a complaint with other local, state, or federal agencies for relief, the employee forfeits his/her rights to use the District's complaint procedure.

## 7) Procedure

### a) Step One

The employee must initiate a complaint within seven (7) days of the date that the complainant knew or should have known, of the action being complained. At this step, a good faith effort is required on the part of the complainant and the immediate supervisor to resolve the complaint through free and informal communications.

### b) Step Two

If the complainant is not satisfied at Step One, he/she may appeal in writing to the immediate supervisor (or to the supervisor level where the cause for the complaint was initiated) within seven (7) days. The supervisor shall hold a hearing with the complainant within seven (7) days receipt of the written complaint. A written decision will be rendered to the complainant within seven (7) days of the date of the hearing.

### c) Step Three

If the complainant is not satisfied with the written decision rendered at Step Two, the complainant may appeal the decision in writing to the Superintendent or his/her designee within seven (7) days of receipt of the Step Two written decision. The Superintendent or his/her designee will set a hearing date within seven (7) days of the receipt of the written complaint. Because of travel considerations and costs, the Superintendent or his/her designee will conduct the hearing as soon as possible, but not later than 60-days after the written complaint has been received. Within seven (7) days of the hearing the Superintendent or his/her designee will render a written decision. The decision of the Superintendent or his/her designee at Step Three will be final.