North Slope Borough School District

Classified Hourly & Contracted Employee Handbook

Revised July 1, 2015
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CODE OF ETHICS

Classified employees are expected to conduct themselves in a manner that will bring credit to both the District and the individual. Specifically, the employee will:

1. Comply with state laws and regulations, as well as District policies, regulations, and administrative directives.

2. Follow the chain of command, including the Complaint Procedure, to resolve concerns and disputes, and refrain from making a public issue out of internal District matters and disputes that primarily concern the personal interest of the employee and which do not involve matters of legitimate public interest and concern.

3. Use District supplies, equipment, materials, and facilities only in the course of performing assigned duties, unless written permission is obtained in advance from the supervisor.

4. Operate school vehicles only when authorized, and then in a lawful and careful manner.

5. Use or expend District funds, in accordance with established procedures, to the best advantage to the District.

6. Perform the duties for which employed, execute directives from the supervisor, and make constructive use of work time.

7. Make every effort to distinguish between personal views and District positions.

8. Conduct one's personal life in a lawful manner.

9. Observe the Internet use guidelines found in Board policy 6161.4.

In addition, the employee will not:

10. Use employment with the District for personal gain.

11. Promote political candidates, or engage in partisan political activity during the work hours.

12. Accept any gift or gratuity in connection with assigned duties that might impair job judgment, nor offer any favor, service, or thing of value to obtain special advantage.

13. Attempt to promote religious views while on duty, nor to attempt to convert students to a particular belief while on duty.

14. Carry a concealed weapon on District property or conceal a weapon on District property.

15. Engage in the sexual harassment of another adult or student, which includes: unwelcome sexual favors; or verbal, physical, or visual conduct of a sexual nature on District facilities, District premises, and non-school property if the employee or student is at any school sponsored, school approved or school related activity or function, such as field trips or athletic events where students are under the control of the District or where the employee is engaged in school business.

16. Engage in a relationship with a student that is detrimental, or has the appearance of being detrimental, to the well being of the student.
17. Deliberately or willfully violate the District's Equal Employment Opportunity policies.

Other generally accepted standards of behavior for employees of this and similar organizations (although not mentioned above) may apply as well. Behavior contrary to expectations including, but not limited to, those expressed above, will result in disciplinary action that could include dismissal.

HANDBOOK CHANGES

Since this Handbook is based on Alaska State Law, Education Regulations, School Board Policies, and Administrative Regulations, all of which are subject to change, so also must the Handbook be subject to change.

The administration reserves the right to revise by addition, reduction, deletion, correction or upgrading, any part or all of the materials in this Handbook.

Any changes made in the materials now covered or in those that may be covered in the future will be brought to the attention of employees by:

- Employee meetings;
- Posting of changes on bulletin boards;
- District public information release;
- Corrections to the Handbook.

DEFINITION OF EMPLOYEE STATUS

**Probationary Employee:** Non-Exempt (hourly) employees in at least the first three (3) work months (90-calendar days) of employment.

**Regular Employee:** Non-Exempt/hourly employee who has successfully completed the probationary period or the Exempt/contracted employee.

**Year-Round Employee:** The employee whose job calls for full year employment (vs. School-Term employment).

**School-Term Employee:** The employee whose job coincides approximately with the teacher work year. School-term employees (e.g., bus drivers) who continue employment with the District during the summer months will not qualify for year-round status and will not earn accrued leave.

**Full-Time Employee:** Either the year-round or the school-term employee who works six (6) or more hours per day.

**Part-Time Employee:** Either the year-round or the school-term employee who works less than six (6) hours per day (or 60 hours per month).

**Temporary Employee:** The employee who is hired for a specific task, normally not to exceed 90
calendar days.

**Substitute Employee:** The employee who fills in a day-to-day basis for an absent employee.

**Hourly Employee:** The year-round or school-term Non-Exempt employee who is paid by the hour.

**Contracted Classified Employee:** The year-round or school-term employee who is usually employed in supervisory or professional capacity and who is annually contracted to accomplish certain task and to address certain challenges that the District faces. The district reserves the right to non-renew the contract of any contracted classified employee at the expiration of the contract term. (BP 4218)

**ORIENTATION**

Each new classified employee shall undergo job orientation as determined appropriate by the supervisor.

**CONFIDENTIALITY**

Various laws pertaining to confidentiality protect events that happen at school involving students or staff. If you observe events, which are of concern, report them to your immediate supervisor, principal, or plant manager as appropriate. If this is not possible or if the situation continues, the next step is to call someone at Central Office who has authority for your area of responsibility.

**PHYSICAL AND TB TEST**

Physical examinations are required upon initial employment for all employees and a reexamination is required every three (3) years. This is in accordance with Alaska regulation, 4AAC 06.050(a).

Alaska regulations no longer require tuberculin tests for employees.

Employees may be required to pass a physical and/or psychological examination any time such an examination appears necessary to preserve the health and welfare of district students and employees, or to furnish medical proof of physical or mental ability to perform satisfactorily the assigned duties of an individual’s position.

**ATTENDANCE NOTIFICATION**

Your job is important—otherwise it would not exist; therefore, you are expected to be punctual and to keep absences to a minimum.

1. Notify your immediate supervisor in advance when you know you are going to be absent from work.
2. When an unexpected absence or tardiness arises because of illness or an emergency, you must notify the immediate supervisor by telephone, or if that person is not available, someone in the department as soon as possible. Supervisors will establish an appropriate time frame for notification.
3. Failure to notify the District of an absence of three (3) or more days is considered to be abandonment by the employee, unless the employee can prove that notification was
impossible to provide.

4. After proper warnings, an employee may be terminated for excessive excused and unexcused absences, or a combination of the two, even though proper notices of the absences had been given to the supervisor. This also applies to excessive tardiness, excused or unexcused.

SCHOOL/COMMUNITY RELATIONS

As an employee of the North Slope Borough School District we all have an important role to play in developing positive relationships with the parents and communities we serve. It is expected that each member of our educational team will conduct themselves in a manner that instills respect and confidence in our schools, its employees, and the district as a whole.

TELEPHONE TECHNIQUES

Telephone response to caller to the school is as important as treatment of school visitors. Please observe these telephone techniques:

- Answer promptly.
- Identify yourself and your department or school.
- Speak distinctly, slowly, and pleasantly.
- Listen carefully and take notes in order to get all the facts before responding. If you are not certain of the question or request, repeat it to be sure you understand.
- If you don't know the answer, refer the call to someone who does.
- Talk to your supervisor about particular school or departmental preferences for telephone techniques.

OTHER EMPLOYMENT

Employees who feel that circumstances require they accept additional employment are asked to discuss this with their supervisor as to whether the possibility exists of a conflict of interest, breach of confidentiality, or whether duties in second job conflict with District expectations. District employees should consider their District job their primary employment.

REST PERIOD

Employees who work greater than four (4) hours per day shall receive one 15-minute rest period in the first half of the workday and another 15-minute rest period in the last half of the workday. Rest periods shall not be used to cover an employee’s late arrival or early dismissal, nor shall the rest periods be taken off the premises.

WORK WEEK

The standard workweek for all hourly employees will be 37 hours or less. Time reported on an hourly basis shall be reported to the nearest one-quarter hour. Pay will accrue from the date of reporting for duty, except as specified otherwise by the Superintendent.

The District reserves the right to assign duties according to need, change starting and stopping times, and alter the size of the work force.
PROBATIONARY PERIOD

When hourly paid/Non-Exempt employees are hired by the District, their first 9 calendar days of employment (three (3) work months) are known as the probationary period. This is an opportunity for you to discover if you like working for the District. It is also an opportunity for the District to evaluate your interest in the job and ability to fulfill job requirements. Successful completion of the probationary period does not entitle the employee to "permanent employment," nor is the probationary period to be considered an employee contract of 9 days. Termination is possible at any time and for any reason during the 90-calendar day period. A termination decision shall be final.

Although the probationary period is for 90 days, it may be extended.

While on probation, the employee will receive the same District recognized Holiday pay, the employee PERS retirement benefits, health and life insurance, as regular status employees.

Accrued employee leave may not be used during the probationary period. Any days of unpaid leave taken during the probationary period will not count toward fulfillment of the 90-calendar day requirement.

No probationary periods for non-exempt/hourly paid new employees will be waived. However, a former employee, who completed the probationary period, terminated in good standing, and is recommended for rehire, will have the probationary period waived if returned to employment in the former position title within a period of 90 calendar days from the termination date.

REGULAR STATUS

An hourly paid/Non-exempt classified employee who satisfactorily completes the probationary period achieves regular status. Exempt or contracted employees are regular status upon employment.

EVALUATIONS AND ANNUAL PAY STEP INCREASES

Supervisors or their designees shall complete a formal evaluation of all hourly paid/non-exempt employees (except probationary employees) no later than April 30. Formal evaluations shall be based on the job description and other job related expectations and shall be recorded on District provided evaluation forms. The purpose of an evaluation is to monitor employee performance and progress, encourage exceptional job performance, and identify areas of concern. Formal evaluations may be reviewed and may be supplemented by a Central Office administrator.

Evaluations shall be considered in employment retention decisions, pay increase decisions, promotion decisions, layoff and demotion decisions, and disciplinary decisions. Annual step increases in pay are automatic and will take effect on July 1st UNLES the hourly employee received an unsatisfactory evaluation.

Employees, are expected to demonstrate regular attendance, professional growth, and a positive employee attitude. Employees hired before Thanksgiving will be eligible for a step increase the
following July. Employees hired or promoted after Thanksgiving are eligible for end of probation increase but are not eligible for the next step increase in July.

If the employee feels that the evaluation is not an accurate reflection of the employee’s performance, the employee may submit a written response that shall be attached to the evaluation.

**PROMOTION AND TRANSFER**

The District desires to promote from within when practical. Vacancies will be posted as an Internal Posting for five (5) days unless circumstances do not permit. Current employees interested in promotion or transfer should do so by completing an application for the vacant position.

If an employee voluntarily transfers or is promoted to another job, the employee will serve a 90-day probationary period. During the probationary period, employees will retain all previously earned benefits and will begin to accrue benefits as appropriate to the new job title.

Employees may be involuntarily transferred within each department or site. If an employee is involuntarily transferred to another job, the employee will serve a 90-day probationary period. During the probationary period, employees will retain all previously earned benefits and will begin to accrue benefits as appropriate to the new job title.

Any promotion or transfer will place the employee at the appropriate salary range for that position.

**DISCIPLINE AND DISMISSAL**

An employee may be disciplined for cause. “Discipline” shall include written reprimands, suspension with pay, demotion, suspension without pay, or dismissal from employment. Cause for discipline, up to and including dismissal from employment, shall include, but is not limited to, the following:

- Falsifications on the application for employment;
- Failure to obtain required physical examinations or TB test;
- Violation of the classified code of ethics
- Noncompliance with federal, state or local law, Board policies, regulations, procedures, the provisions in this handbook provisions, or supervisor directives (either oral or written) of a supervisor.

The process for discipline shall be as follows:

A. When discipline is contemplated, the supervisor (or designee) will investigate the circumstances surrounding an employee’s alleged wrongdoing to his or her satisfaction.

B. If the supervisor (or designee) continues to be concerned, s/he will setup a meeting with the employee (an Investigatory Hearing) to explain about the alleged wrongdoing and to gain an understanding from the employee’s perspective. It is recommended that no decision be made at this time.

C. If no disciplinary action is considered, the employee will be so advised. If corrective action is
warranted, then the supervisor will meet with the employee and specify the disciplinary action being taken and the factual basis for the action. If the employee chooses to have a representative attend, the meeting can be postponed up to 48 hours.

D. If the corrective action is documented, the employee will note that s/he has received a copy of the document by signing a copy of the document at the bottom. Signing does not signal agreement only that it has been received. A signed copy of the document shall be placed in the employee’s personnel file.

E. If an employee is disciplined (other than suspension without pay or dismissal), and the employee wishes to appeal the disciplinary action, the employee shall file a complaint at level 1 as provided in the Complaint Procedure in this Handbook

F. If an employee is suspended without pay or dismissed, and the employee wishes to appeal the disciplinary action, the employee shall file a complaint at Level 2 as provided in the Complaint Procedure in this Handbook.

COMPLAINT PROCEDURE

The following guidelines shall prescribe the manner in which complaints are handled (see BP 4144/4244/4344):

1. “complaint” shall be defined as an alleged misapplication of the district’s policies, regulations, rules or procedures. Procedures for the resolution of employee complaints provide route of appeal through administrative channels and to the Board, if necessary. If the complaint is related to discrimination or harassment, the district’s procedure for complaints concerning discrimination should be used.

2. S as not to interfere with school schedules, meetings related to a complaint shall be held before or after the complainant’s regular working hours.

3. All matters related to a complaint shall be kept confidential. Only those individuals directly involved in resolving the complaint shall be informed of the complaint.

4. All documents, communications and records dealing with the complaint shall be placed in a district complaint file. No such material shall be placed in an employee’s personnel file.

5. No reprisals shall be taken against any participant in a complaint procedure.

6. Time limits specified in these procedures may be reduced or extended in any specific instance by written mutual agreement of the parties involved. If specified or adjusted time limits expire, the complaint may proceed to the next step.

7. Any complaint not taken to the next step within prescribed time limits shall be considered settled on the basis of the answer given at the preceding step.

Informal Complaints

Employees are encouraged to resolve complaints informally. Formal Complaint procedures shall not be initiated unless informal efforts to resolve the complaint have been exhausted and the complainant has provided a written description of such efforts.
Formal Complaint Procedure – Step 1

If a complaint has not been satisfactorily resolved by informal procedures, the complainant may file a written complaint {see BP 4144, AR 4144, E 4144.1(1a)} with the immediate supervisor or site administrator within 60 days of the act or event, which is the subject of the complaint.

Within five working days of receiving the complaint, the immediate supervisor or site administrator shall conduct any necessary investigation and meet with the complainant in an effort to resolve the complaint. The immediate supervisor or site administrator shall present all concerned parties with a written answer to the complaint within ten (10) working days after the meeting.

Formal Complaint Procedure – Step 2

If a complaint has not been satisfactorily resolved at Step 1, or if the complainant is complaining about the process used to suspend without pay or dismissal (Disciplinary Action), the complainant may file the Complaint Form {see B 4144, AR 4144, E 4144.1(3a)} with the Superintendent or designee within five (5) working days of receiving the answer at Step 1 or letter of Disciplinary Action. All information presented at Step 1 or information pertaining to the Disciplinary Action shall be included with the complaint, as will a statement specifying the reason(s) the employee believes the discipline is not appropriate. Upon receipt of a Step 2 Complaint, the Superintendent will notify the immediate supervisor or site administrator who shall submit to the Superintendent or designee a report describing attempts to resolve the complaint at Step 1 or why Disciplinary Action was required.

Within five working days of receiving the complaint, the Superintendent or designee shall conduct any necessary investigation and meet with the complainant in an effort to resolve the complaint.

The Superintendent or designee shall present all concerned parties with a written answer to the complaint within ten working days after the meeting.

If a complaint has not been satisfactorily resolved at Step 2, the complainant may file a written appeal to the

School Board within five working days of receiving the answer at Step 2. All information presented at Steps 1 and 2 shall be included with the appeal, and the Superintendent or designee shall submit to the Board a report describing attempts to resolve the complaint at Step 2.

An appeal hearing shall be held at the next regularly scheduled Board meeting, which falls at least 12 days after the appeal, is filed. This hearing shall be held in executive session if the complaint relates to matters properly addressed in executive session.

The Board shall make its decision within 3 days of the hearing and shall mail its decision to all concerned parties. The Board’s decision shall be final.
RESIGNATION

An employee resigning from classified service shall file a written resignation to the supervisor stating the effective date and the reason for leaving. Failure of an employee to provide the District with two (2) weeks notice of intent to resign shall entitle the District to charge the employee for two (2) normal days of pay and deduct this amount from the employee’s final paycheck. The penalty is only a suggestion and is intended only to encourage the employee to give the required notice.

NON-RETENTION

classified contracted employee is subject to non-retention at the end of the contracted period. Non-retention is a decision by the District to not renew a contracted classified employee’s Agreement after the expiration of the previous agreement. If the employee is non-retained, the employee will receive two weeks (2-weeks) notice of non-retention or two- (2) week's severance pay.

classified contracted employee may be non-retained for any reason deemed adequate by the District including, but not limited to, reduction in programs, reduction in funding, reassignment of responsibilities, change in job descriptions, failure of the employee to meet the expectations of the District, or any reason the District deems adequate.

REDUCTION IN WORK FORCE

When the District determines with discretion that reduction in the work force is necessary, regular employees shall be laid off in manner determined by the Superintendent. Employees shall be given two (2) weeks notice.

When a position is abolished, affected employees will be given consideration for similar vacant District positions. Two weeks notice will be given when positions are to be abolished.

STAFF DEVELOPMENT

In-service education for classified employees may be provided from time to time at the expense of the District. On-the-job training shall be given as needed and recommended by the supervisors.

Tuition reimbursement shall be available for all regular classified employees effective upon adoption of this policy. One-half of the tuition costs will be reimbursed to the regular employee who successfully completes any college course. Full tuition and book costs will be reimbursed to the regular employee who successfully completes college courses that are work related and are approved in advance by the immediate supervisor and Director of Personnel. Reimbursement will be made upon submission of a transcript showing a grade "C" or better, and the appropriate receipts, to the Director of Personnel.

EMPLOYEE FILES

Employee personnel files shall be maintained under the following conditions:

1. The personnel files shall be housed in the office of the Superintendent or designee and shall be open only to the Superintendent and designee(s). The file shall be open to an employee for inspection during normal work hours, upon reasonable notice to the Superintendent, in the presence of the
Superintendent or designee. The file shall not be removed from Central Office.

2. Evaluation forms and other formal documents pertaining to employee performance shall be placed in the employee's personnel file.

3. Material, which is derogatory to an employee regarding that employee’s conduct, service, character, or personality, shall not be placed in an employee’s file until the employee has received the material. The employee shall acknowledge that the material has been received by signing the copy to be filed. Such signature does not necessarily indicate agreement with the content of the material.

4. No material in an employee's personnel file shall be removed without the consent of the Superintendent and employee. Material, which is proved to be factually inaccurate through the complaint procedure, shall be removed from the personnel file.

5. An employee has the right to respond in writing to any material filed. The written response shall be attached to the relevant document and included in the file.

6. The site principal or supervisor may keep a file. This file is limited to documents originating from or directed to the site. An employee shall be entitled to inspect the site file upon appointment.

7. An employee shall be entitled to a copy of the permanent personnel file upon request. The employee shall reimburse the District for such copies at the rate of $.1 per sheet.

**EXPENSE REIMBURSEMENT**

**Travel Approval and Expenses**

1. Complete and submit the Staff Travel Request form (STR) to your supervisor at least two weeks prior to your planned departure date.
   a. If the travel is on Slope then the supervisor should email the scanned approved request to the employee and to travel@nsbsd.org. However, if travel to Point Hope or to Anaktuvuk Pass involves routing or overnight stays in Anchorage, Kotzebue or Fairbanks, this travel is still considered “On Slope” travel.
   b. If the travel involves leaving the Slope the approved form will be sent to the Executive Assistant to the Superintendent for the Superintendent’s consideration. S/he will either return it unapproved, or email the scanned approved request to the supervisor and to travel@nsbsd.org

2. Upon your return, use the Travel Expense Claim form for listing travel expenses. Receipts for per diem reimbursement are not necessary, nor are boarding passes nor receipts for rental cars paid for by the school district. Attach receipts for fuel, taxi cabs (or any other eligible expense) and submit it to your supervisor for signature. We suggest that you tape al of your original receipts to an 8X11 sheet of paper to prevent your receipts from being lost.

3. Your supervisor will submit your approved Expense form to the Business Office for reimbursement. A check will be processed in a timely manner and sent via inter office mail
to you. If you would prefer to receive you check in a different way, please attach a note on how you would like to get your check. Per Diem and reimbursement checks are not eligible for Direct Deposit.

**In District Travel Expenses for Per Diem**

Per-diem reimbursement for food allowance is $50.00 per day or $25.00 per half day. Receipts are not required. If Breakfast is provided by your Conference/sponsors, reduce each Per-diem by $10; if Lunch is provided: -$15; if Supper is provided: -$25. Employees traveling on approved District business may stay with other District employees who provide meals and lodging. If the employee does stay with another employee, the standard reimbursement is $35.0 per day to the employee who provided the lodging and $15.00 to the employee who was traveling. Distribute the per diem amounts, to which they are paid, in the sections provided on the form.

**Out of District Travel Expenses for Per Diem**

While traveling out of District, the employee will receive $145.00 per full day for food and lodging or if lodging is provided, the employee will receive $50.0 per full day for food. If Breakfast is provided by your Conference/sponsors, reduce each Per-diem by $10; if Lunch is provided: -$15; if Supper is provided: -$25. Receipts are not required. Claim one-half day per diem for the first day of the travel. Per Diem is paid after the travel has been completed.

**Moving Expenses**

New employees may be reimbursed for the cost of airfare to move to the North Slope Borough School District. New employees may receive a moving allowance of $250.0 for the employee, plus an additional $50.00 for each dependent who accompanies the employee when the move is made. The Director of Personnel must approve moving expenses as part of the employment process.

**USE OF DISTRICT VEHICLES**

District vehicles are to be used for District business and incidental use only. Employees using District vehicles are required to have valid driver's license to operate a District vehicle. While driving a District vehicle, the employee must drive in a safe and prudent manner (ie. slow and in a manner that safely avoids or drives through potholes at slow speed).

**PAY SCHEDULE PROCEDURES**

1) **Wage Schedule Placement:** Supervisors shall discuss placement on the appropriate wage schedule with the Personnel Department prior to discussing placement with the prospective employee.

2) **Initial Placement:** New classified hourly employees are to be placed on the Classified Employee Wage Schedule at the Probationary Step 0 of the appropriate range. Upon completion of the probationary period of 90 days, the employee is to be advanced to Step 1.

   A former employee who completed the probationary period, terminated in good standing, and is recommended for rehire will have placement at the salary range and step in effect at the date of the separation, if returned to employment in the former position title within a period of 90 calendar days from the termination date.
3) **Credit for Experience**  Employees new, or returning, to the District may be granted no more than three years of credit for placement on the salary scale. Any prior experience approved for placement on the salary scale must have been in a position requiring comparable skills, experience and knowledge. For the ninety-day probationary period an hourly paid/Non-Exempt employee will be placed on the salary schedule according to their year of prior credited service. Upon successful completion of the probationary period an employee will be advanced one step on the salary scale.

For Example: Placement for “prior comparable” experience may start at year experience step and at the end of the 90-day probation the new hourly employee may be placed at step 2. If they have years of “prior comparable” experience the new employee may start at step 3 and at the end of the 90-day probation the new employee may be placed at step 4.

4) **Placement upon Promotion**  Employees who are promoted (moved to a higher range) shall retain their same hourly rate or nearest rate without a decrease. Upon successful completion of a 90-day probationary period the employee will receive a one-step increase.

5) **Placement upon Demotion:** Employees who are voluntarily or involuntarily demoted (moved to a lower range) shall retain their same step placement, unless the Director of Personnel makes an exception.

6) **Merit Increases:** Merit increases resulting in advancement of one (1) step may be granted to each employee on July 1, upon completion of written evaluation of the employee’s work by the employee’s supervisor, recommendation by the supervisor, and approval by the Superintendent or designee.

**RECORDING WORK HOURS**

Work hours will be recorded in the timekeeper system to the nearest quarter hour. The pay period ends midnight every other Saturday.

**PAYDAY**

Hourly employees are paid Bi-Weekly (2-weeks), and checks will be distributed on the second Friday following the end of a pay period. For example, if the pay period ended on Saturday, December 9, checks would be distributed on Friday, December 22nd.

Payroll checks for classified contracted employees will be distributed by the last workday of the month.

**PAYROLL DEDUCTIONS**

All classified employees will have federal income taxe and Social Security (FICA) deducted from their paychecks. School-term, year-round, and classified contracted employees will have deductions for the Public Employees’ Retirement System.

Voluntary deductions for tax-sheltered annuities and the Thrift Plan are also available for all employees, except temporary or substitute employees.
**SOCIAL SECURITY**

Social Security (FICA) is a mandated payroll deduction except for full time students. Social Security pays monthly benefits to eligible individuals after the age of 62 or 65.

**MEDICARE**

Medicare is a mandated payroll deduction except for full time students. This benefit covers individuals age 65 and over with “Medicare” health insurance.

**DIRECT DEPOSIT**

The District does have direct deposit for most banks. This direct deposit will be electronically deposited into your account on payday, if the direct deposit paper work is received in time.

**WORK HOURS/OVERTIME (HOURLY EMPLOYEES)**

The regular workweek begins on Sunday and ends on Saturday, and consists of no more than 37.5 hours worked in one particular job. Hours worked includes only the actual hours an employee works during the pay period. Any hours worked in a workweek in excess of 40 will be considered overtime and will be paid at 1.5 times the regular pay rate. Holiday hours not worked and approved accrued leave hours are not considered as hours worked in the calculation for overtime.

No overtime shall be allowed except as authorized in advance by an employee’s immediate supervisor (B 4253). All employees subject to this policy shall be required to complete a daily time record of all hours worked.

**WORK HOURS/OVERTIME (CONTRACTED EMPLOYEES)**

Salaried/Contracted employees are exempt from earning overtime. These employees work whatever hours are necessary in order to fulfill their assignments. Their positions are set apart from other positions by virtue of the duties, flexibility of hours, salary, benefit structure and authority that they entail. In order to count Saturday, Sunday or work during annual leave as a contract day or half-day, the work must be required by extenuating circumstance and must be approved in advance by the immediate supervisor, except in the case of an emergency (BP 4313.1).

**EMERGENCY CALL-OUTS**

If an employee is called out for emergency work, the employee shall be paid a minimum of two (2) hours. If the employee has 40 regular hours, the employee will be paid the two-hour (2-hour) minimum at the overtime rate of 1.5 times the regular rate of pay. If an employee is called for a second time in the same day, the employee will be paid for minimum of one (1) hour. The two-hour (2-hour) minimum is not applicable if the overtime is worked immediately before or after the regularly scheduled shift.

**PAYROLL ADVANCES**

The District allows payroll advances for emergency needs. The District realizes that employees may need advances; however, processing an advance does create costs to write the check, deduct it from the paycheck, reconcile the check, and perform the accounting for all transactions. To make advances...
more available to employees who really need them, and help offset the costs to the District, the District will process advances for a specified fee with the approval of the Director or Coordinator of Business Affairs and a completed Payroll Advance form. Employees can request advances from their supervisors who will send the requests directly to the Business Office.

**UNEMPLOYMENT COMPENSATION**

Unemployment is a benefit, which may compensate a former employee after termination of employment. The State of Alaska pays the benefit to eligible employees from fees paid by the District.

**INSURANCE AND RETIREMENT BENEFITS**

School-term, year-round, part-time employees working 60 or more hours per month, and classified contracted employees (but not temporary or substitute employees) are eligible for medical, dental, and vision insurance. This coverage is currently with AmeriBen Medical Management program and is described in the Employee Benefits Health Plan booklet. See the Health Plan section in the back of this Handbook. Those employees also have a life insurance benefit with a face value of two times their annual earnings.

Employees who terminate are also eligible for COBRA insurance, which is a continuation of their health insurance for a maximum of 18 months, but at a cost to the employee. The cost of COBRA is available in the Business Office. This coverage will begin on the day of termination if the employee wishes to have the continued coverage at the employee's expense.

Benefits under the Public Employees' Retirement System (PERS) are described in the PERS booklet, and are for school-term, year-round, full-time, part-time working 60 or more hours per month, and contracted classified employees, but not temporary or substitute employees.

**WORKERS' COMPENSATION**

Workers' Compensation is employee income protection for job related injuries. Any job related injury must be brought to the attention of the supervisor immediately. The "Report of Occupational Injury Illness" form is to be completed and sent to the Personnel Office as soon as possible and within ten (10) days of the injury according to state law. The form does not require the employee's signature if the employee is not available to sign. See the Workers’ Compensation section under Insurance in this Handbook.

**CLASSIFIED EMPLOYEE LEAVE**

The Board will provide for leaves and absences to help classified employees maintain their physical health, take care of family and other emergencies, discharge important family and civic obligations, and have the opportunity for leave.

The Superintendent or designee will approve leaves of absences for the classified staff in accordance with applicable policies. All leave, except that taken for emergencies (including unforeseen illness), must be requested and approved in advance. Taking leave without approval may be considered sufficient cause for dismissal.

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PERSONAL LEAVE

Personal leave is a replacement for accrued annual and sick leave. It provides classified employees with additional flexibility and freedom in the use and purpose of leave.

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Year-Round Personal Leave Accrual Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-2</td>
<td>.1295 per regular hour (about 29 days per year)</td>
</tr>
<tr>
<td>3-5</td>
<td>.1605 per regular hour (about 35 days per year)</td>
</tr>
<tr>
<td>6-10</td>
<td>.1765 per regular hour (about 38 days per year)</td>
</tr>
<tr>
<td>More than 10</td>
<td>.2105 per regular hour (about 44 days per year)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>School-Term Personal Leave Accrual Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>All</td>
<td>.0920 per regular hour (about 17 days per year)</td>
</tr>
</tbody>
</table>

A regular employee earns paid personal leave at the above rates of accrual.

"Regular hours" means all scheduled work hours actually worked in a week (Sunday - Saturday).

Classified contracted employees receive leave in accordance with the terms of their individual contracts.

Employees shall not be allowed to use leave until they have completed 90 calendar days of full-time service after their initial assignment. Upon successful completion of the 90-calendar day period, an employee shall be credited personal leave for the 90 day period in accordance with this policy.

Each year-round employee shall be required to take at least 37.5 hours personal leave during the school year beginning July 1 and ending June 30. Personal leave accrued, but not used, shall accumulate to a maximum of 90 days as of June 30 of any calendar year. It is the responsibility of each department director to assure that each eligible year-round employee is given the opportunity to use the minimum of 37.5 hours of personal leave annually.

An employee may cash out unused accrued personal leave between the end of school and June 30 of each year. Also, employees may cash out any unused accrued personal leave in excess of ten (10) days on their next regular paycheck at anytime during the year at 100 percent of the employee's then applicable rate. When an employee leaves the service of the North Slope Borough School District, any unused personal leave (up to a maximum of 90 days) shall be paid within three (3) business days at 100 percent of the employee's then applicable rate.

After personal leave has been approved and prior to its use by the employee, the immediate supervisor may, upon prior notice to the employee, cancel the approved leave if a critical event or an emergency requires the employee's attendance at work.
HOLIDAYS

The following eight (8) days are holidays: Independence Day; Labor Day; Inuit Day; Thanksgiving and the following day; Christmas Day, New Year’s Day and Memorial Day.

When a holiday falls on a Saturday, the preceeding Friday shall be the holiday. When a holiday falls on Sunday, the following Monday shall be holiday.

“Holiday pay” means the regular wages paid an employee for a normal scheduled day of work not to exceed 7 hours.

To be eligible for holiday pay, a regular employee must work the last regularly scheduled workday preceding the holiday and the first regularly scheduled workday following the holiday, must be on approved paid leave, or be a school-term employee whose school vacations precedes or follow a Holiday. A school-term employee on non-pay status for summer months will not be eligible for holiday pay on holidays that fall during the time of non-pay status.

If an employee works on a holiday as defined above, the employee shall receive for the holiday worked, the employee’s regular pay plus an additional amount equal to the holiday pay. The employee shall not be entitled to any overtime wages for the actual hours worked solely because the work is on a holiday.

FAMILY AND MEDICAL UNPAID LEAVE

You have a right under the Family Medical Leave Act (FMLA) and Alaska Family Leave Act (AFLA) for up to 12 weeks of unpaid leave in a 12-month period (FMLA) or up to 18 weeks of unpaid leave (all in one block of time) in a 24-month period (AFLA). The District will grant unpaid family and medical leave to eligible employees for any one or more of the following reasons:

1. Pregnancy, the birth of a child and in order to care for such child, or the placement of a child with the employee for adoption or foster care. This leave is available to each parent if both are District employees; or

2. In order to care for an employee’s immediate family member (spouse, child, or parent) if such immediate family member has a serious health condition; or

3. The employee’s own serious health condition that makes the employee unable to perform the functions of the employee’s position.

UNPAID LEAVE

Leave of up to one (1) year without pay may be granted a employee by the Superintendent or designee for a compelling reason. Unpaid leave will not generally be granted:

1. For extending vacation time; or
2. When the leave results in difficulties for the District beyond any benefits to be realized through granting the leave; or
3. Until the employee has used all personal leave, except in the case of subsistence leave.
MILITARY LEAVE

District employees who are members of a reserve component of the U.S. Armed Forces or of the Alaskan National Guard are entitled to military leave without loss of pay, time, or efficiency ratings, during which the employee is ordered to training duty (as distinguished from active duty), with troops, or a field exercise, or for instruction, or when under direct military control in the performance of search and rescue missions, to a maximum of 12 work days in any one calendar year.

Payment of any salary or stipend received by the employee from the U.S. Armed Forces or Alaska National Guard while on military leave shall be made to the District immediately after return from military leave, or immediately after receipt of said salary or stipend, if receipt follows the leave. A copy of the check or cash receipt will verify the amount due the District. If the Business Office does not receive the military leave check within a reasonable time; the Business Office will dock the employee’s pay for those hours of military leave, which the District paid.

As an option to pay of any salary or stipend received form the U.S. Armed Forces or Alaska National Guard to the District, the employee may elect to use any accumulate annual leave or if that is exhausted, use unpaid leave. Either of these options must be selected at the time of request for military duty.

JURY DUTY

An employee called for jury duty will receive regular District pay for those hours required by the court. All payments received by the employee for jury duty (except for expenses) will be submitted by the employee to the District Business Office. If the Business Office does not receive the jury duty check within a reasonable time, the Business Office will dock the employee’s pay for those hours of jury duty, which were paid by the District.

SCHOOL VACATION PERIODS

School vacation days (those marked with “V” on the official calendar) are workdays for the year-round classified employees, except for individuals who are granted leave or unpaid leave. For school-term classified employees (such as teacher aides, food service workers), these school vacation days will be considered unpaid leave days unless the principal specifically requests that the employee work on these days. School-term classified employees may use accumulated personal leave to receive compensation in place of these unpaid leave days (those marked with “V” on the official calendar).

SUBSISTENCE LEAVE

The Board recognizes the importance of perpetuating and preserving certain cultural customs traditional to the North Slope. For the purpose of hunting or fishing on the North Slope, unpaid leave of up to ten (10) workdays per year may be granted with prior approval. Personal leave must be used before using subsistence leave (LWOP).

LOCAL CULTURAL CELEBRATIONS

Each day of Nalukataq is a normal workday; local staff is encouraged to participate in the cultural activities. An employee may take up to one-half day off at no loss of pay to attend the activities by requesting permission from the employee’s supervisor. Employees who want to attend for more
than one-half day should request to do so by submitting a Leave Request to their supervisor.

Piuraagiaqta i a Barrow cultural celebration in which the District wants to encourage local staff to participate. Instructional staff and students who plan to attend the activities may consider this a half-day field trip. All other personnel may be released for the half-day if they intend to either participate or attend the activities. Employees who do not plan to attend or participate but wish the time off need to request leave from their supervisor and submit a Leave Request.

District employees who want to attend Kivgiq are encouraged to do so. The District will release employees from their normal work schedules for one-half day to attend Kivgiq activities. Employees who want to attend for more than one half day should request to do so by submitting a Leave Request to their supervisor.

**COMMUNITY SERVICE LEAVE**

The District recognizes the need to support those employees who serve on State, Borough or local boards and commissions, or Search and Rescue missions, which provide vital services or representation of the community-at-large.

District employees who need leave for civic purposes may be granted paid leave of up to 10 days per year, not to be charged to sick leave or accrued leave balances, for the purpose of attending board, commission, or community service activities, provided such leave is requested in advance and approved by the supervisor. The District will apply this regulation in the case of only one board, commission, or specific service per employee per year.

Employees involved in civic activities for which honorariums and/or loss of pay compensation are paid may take unpaid leave for days missed, or they may pay the honorarium and/or loss of pay compensation to the District and have their leave reported as on duty/off station. In this case, employees will be continued in regular pay status, no leave will be charged to the employee.

If employees are engaged in more than two activities per year, they will be expected to use their accrued leave when available. Those employees who do not have leave available will not be granted unpaid leave for community service.

When community service activities have a substantial impact on completion of duties for the District, especially as pertains to direct services to students, supervisors may reassign employees to less critical positions.

Search and rescue missions will be deemed to be over when so directed by the director of that department at the North Slope Borough.

Employees who violate these guidelines will be subject to discipline for abuse of leave up to and including termination.

**LEAVE ABUSE**

Abuse of any leave is subject to disciplinary action up to and including termination.