

**Valdez City School District
2004-2005
Classified Employee Handbook**

Approved 10-25-04

October 25, 2004

Dear Employee,

On behalf of the Valdez City School District, I would like to thank you for your hard work and dedication as an employee of the Valdez City Schools.

We too often when discussing what makes a quality school system, forget the contributions of our classified staff. We as a district, and I as the superintendent, understand completely that without the hard work and dedication of our classified staff the quality of education that each child receives here in Valdez would be much different.

On behalf of the School District Administration and the Board of Education, I want to thank each and every one of you for all that you do to make this district what it is, one of the best in the state of Alaska.

I would also like to thank the following individuals for their hard work during the process of revising this handbook:

| | |
|-----------------|--------------------------------|
| Debbie Shreve | Administrative Secretary |
| Sandy Crump | Library Associate |
| Bob Peca | Maintenance Mechanic II |
| Keli Albright | Evening Custodian |
| DeeAnn Porritt | Accounts Payable Clerk |
| Libby Edelman | Kitchen Staff |
| Linda Grammer | Para Professional Teacher Aide |
| Korri Ragan | Payroll Clerk |
| Amber Cockerham | Business Manager |
| Dave McCahan | Director of Facilities |

Sincerely,

Ernie Manzie
Superintendent
Valdez City Schools

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| <h2 style="margin: 0;">Table of Contents</h2> <p style="margin: 0;">Valdez City School District 2004-2005 Classified Employee Handbook</p> |
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| | | Page(s) |
|--|------------|---------|
| Classified General | PR.0850.10 | 1 |
| Classified Definitions | PR.0851.10 | 1-3 |
| Classified Hours of Work | PR.0852.10 | 3 |
| Classified Compensation | PR.0853.10 | 3-4 |
| Classified Leave of Absences | PR.0854.10 | 4-10 |
| Annual Leave | | |
| Sick Leave | | |
| Use of Sick Leave | | |
| Court Leave | | |
| Military Leave | | |
| Alaska Family Leave Act of 1992 | | |
| Leave of Absence Without Pay | | |
| Classified Appointment and Promotion | PR.0855.10 | 10-11 |
| Classified Prohibitions | PR.0856.10 | 11 |
| Classified Separation and Demotion | PR.0857.10 | 11-14 |
| Dismissal | | |
| Classified Grievance Procedure | PR.0858.10 | 14-15 |
| Definitions | | |
| Classified Retention Practice | PR.0859.10 | 16 |
| Classified Employment Records | PR.0860.10 | 16 |
| Classified Physical Examinations | PR.0861.10 | 16 |
| Classified Holidays | PR.0862.10 | 16-17 |
| Classified Retirement Plans | PR.0863.10 | 17 |
| Classified Insurance Plans | PR.0864.10 | 17 |
| Classified Performance Evaluations | PR.0865.10 | 17-18 |
| Classified Salary Schedule FY 05 | Appendix A | 19 |
| Classified Sick Leave Bank - Participation Form | Appendix B | 20 |
| Classified Bereavement Leave Bank- Participation Form | Appendix C | 21 |

VALDEZ CITY SCHOOLS PERSONNEL MANUAL

CLASSIFIED GENERAL

PR.0850.10

The Classified Personnel Salary and Benefit Schedule shall be established by the School Board each fiscal year.

The wage rate for temporary employees working on an hourly rate basis shall be established by the Superintendent of Schools and will be determined by the type of work and the experience and training of the individual employee. (Amended 8/7/95)

The District shall make deductions from employee's paychecks for federal taxes and the Alaska Public Employees Retirement System (PERS) as applicable and as required by law.

The District also allows deductions to Credit Union I and to nine (9) existing tax shelter annuity vendors. A new employee will be allowed to continue their existing TSA company.

It is recognized that the school district retains the right except as otherwise provided in this document, to manage the affairs of the school district and to direct its work force. Such functions of the school district include, but are not limited to:

- Recruit, examine, select, promote, transfer, and train employees of its choosing, and to determine the methods of such actions;
- Assign and direct the work; allocate positions to classification, determine the methods, materials and tools to accomplish the work; designate duty stations and assign employees to those duty stations;
- Reduce the work force due to lack of work, funding or other cause consistent with efficient management; discipline, suspend, demote, or dismiss employees for just cause.

All of the functions, rights, powers, and authority of the school district not specifically abridged, delegated, or modified by this policy are recognized as being retained by the school district.

The Superintendent of Schools is authorized to employ classified employees. (Amended 12/13/99)

CLASSIFIED DEFINITIONS

PR.0851.10

Unless the context requires otherwise, the definitions in this section govern the construction of the Classified Personnel portion of this manual.

“Anniversary Date” - An employee’s beginning date of hire shall establish his/her anniversary date. Any employee who changes positions, will have a new anniversary date.

VALDEZ CITY SCHOOLS PERSONNEL MANUAL

“Benefited Employee” - An employee in a permanent position who receives one or more of the following benefits from employment with the district: health insurance, sick/personal leave, participation in the Public Employee Retirements System (PERS).

Eligibility is as follows:

- Health / Medical – 30+ Hrs./Wk
- Sick / Personal Leave – 15+ Hrs./Wk
- PERS – 15+ Hrs./Wk

“Classified Employee” or “Employee” - A District employee who occupies a position for which the incumbent is not required to hold a valid Alaska teacher’s certificate.

“Employment status” - The period beginning with the effective date of appointment and ending with the effective date of separation.

“Fiscal Year” - The period between July 1 of the calendar year through June 30 of the following calendar year inclusive.

“12 Month Employee” - An employee appointed to a position which is designated as a regularly scheduled twelve (12) month period. A probationary employee is not a 12 month employee until the probationary period is complete. Secretaries hired prior to 6/30/93 that do not work twelve months a year are considered 12 month employees. (Amended 9/24/90, 8/7/95, 12/13/99)

“Less than 12 Month Employee” - An employee appointed to a position which is designated as a regularly scheduled less than twelve (12) month period. A probationary employee is not a less than 12 month employee until the probationary period is complete.

“Grade” - Categories within the salary schedules. For example Grade G is Maintenance II (New 8/7/95)”

“Immediate Family” - Includes spouse/significant other, father, mother, son, daughter, brother, sister, including step relations.

“Pay Status” - A day during which an employee works, is on paid leave, or is on paid holiday.

“Performance Evaluation” - The yearly appraisal in writing of an employee's work performance on district approved forms.

“Permanent Position” - A position created with the expectation that the need is ongoing and will be budgeted for year to year.

“Second Degree of Kindred” - Spouse/significant other, father, mother, son, daughter, brother, sister, grandfather, grandmother, grandson, granddaughter, uncle, and aunt including those involving half or step relations.

“Separation” - The leaving of District employment by resignation, termination, dismissal, or layoff.

VALDEZ CITY SCHOOLS PERSONNEL MANUAL

“Step” - Horizontal incremental movement on Salary Schedule. (Adopted 8/7/95)

“Substitute” - An employee who fills in for an absent employee. (Adopted 8/7/95, 12/13/99)

“Supervisor” - An employee authorized to direct the work of subordinate employees.

“Temporary Employee”- An employee who occupies a temporary position as determined by the District. (12/13/99)

“Temporary Position” - A position created by the District for a designated number of days for a specific task or assignment. Temporary positions are non benefited.

“Year of Service” - A fiscal year during which an employee is on pay status with the District for not less than one hundred sixty (160) working days.

CLASSIFIED HOURS OF WORK

PR.0852.10

Scheduled Hours of Work - Each supervisor, with the prior approval of the Superintendent, shall establish the scheduled hours of work for classified employees under their supervision. Each classified employee shall be entitled to a fifteen (15) minute relief period approximately midway of the first half of the work day and another approximately midway of the second half of the work day. (Amended 8/7/95)

Normal Work Week - The normal work week shall consist of five consecutive work days between Sunday midnight and the following Sunday midnight.

Overtime - Any hourly employee is eligible for overtime. Hours worked in excess of eight (8) hours per day or forty (40) hours per week by any employee shall be considered overtime hours for compensation purposes. All overtime must be pre-approved. (Amended 8/10/92, 8/7/95, 12/13/99)

CLASSIFIED COMPENSATION (See Appendix A – Salary Schedule)

PR.0853.10

Total Remuneration – The salary paid to a classified employee shall represent the total remuneration for the employee, exclusive of reimbursement for official travel. Except as otherwise provided in this manual, or upon the prior approval by the Superintendent, no employee shall receive pay from the District in addition to the salary authorized under the salary schedule for services rendered either in the discharge of their ordinary duties or any additional duties which may be assigned to them or which they may volunteer to perform. Salary is annualized for payroll purposes. (Amended 8/7/95, 6/11/01)

Overtime Compensation - An employee who is eligible for overtime in accordance with the overtime definition shall be compensated for such excess hours worked at one and one-half (1-1/2) times their customary hourly rate. Overtime compensation shall be included on the regular monthly paycheck.

VALDEZ CITY SCHOOLS PERSONNEL MANUAL

Monthly Pay Period - The monthly pay period is the period between the twenty first (21st) day of one month and the twentieth (20th) day of the following month.

Pay Day - Employees shall be paid for each monthly pay period on the last working day of the month.

Step Increase - An employee is entitled to a step increase within their grade for each consecutive year of service, as long as the employee receives a performance evaluation with a rating of "Average" or above, as of the first day of each work year. (Amended 8/7/95)

CLASSIFIED LEAVE OF ABSENCES

PR.0854.10

The Business Office shall maintain a leave record for each classified employee, and such record shall be subject to annual audit. (Amended 8/7/95)

ANNUAL LEAVE

Accrual - 12 month employees accrue annual leave at the below rate. Probationary employees are not eligible to use annual leave.

Twelve month positions accumulate leave in one of the following ways:

If hired on or before 6/12/01:

| | |
|------------------------|-------------------|
| 0-2 years of service: | 1.75 days a month |
| 2-5 years of service: | 2.25 days a month |
| 5-10 years of service: | 2.50 days a month |
| 10+ years of service | 3.00 days a month |

If hired after 6/12/01:

| | |
|------------------------|-------------------|
| 0-2 years of service: | 1.00 day a month |
| 2-5 years of service: | 1.25 days a month |
| 5-10 years of service: | 1.50 days a month |
| 10+ years of service: | 2.00 days a month |

All leave shall be accrued on the last working day of the month.

There shall be no accrual of annual leave during any monthly pay period in which an employee is absent without approved leave.

Changes in the rate of accrual as provided above shall take effect during the employee's Anniversary month. Accrued annual leave has no cash value at separation. (Amended 9/24/90, 8/7/95, 12/13/99)

No employee shall have a loss of benefits resulting from a change in positions, if hours are maintained.

VALDEZ CITY SCHOOLS PERSONNEL MANUAL

Use and Payment - Accrued annual leave may be used upon the written approval of the supervisor. All requests for annual leave shall be made at least two weeks in advance and the employee must have written approval before the leave may be taken. Annual leave accrued but not used shall accumulate to a maximum of not more than thirty-six (36) days on June 30 of each calendar year. Unused accrued annual leave in excess of the maximum at the close of business on June 30 of each calendar year shall be cancelled. Requests for leave shall not unreasonably be denied. Separating employees shall be eligible and encouraged to use accrued annual leave prior to separation. Resignation requests will include the use of annual leave days to compute a departure date thereby alleviating payoffs. (Rev. 6/9/97, 6/11/01)

All less than 12 month employees will be allotted three (3) days of annual leave each school year with no carry-over provision. If not used, annual leave can be cashed in at the end of the year at fifty dollars (\$50) per day. Employees working more than 190 days but less than 260 shall be allotted one additional day, for a total of 4 annual days. (Amended 6/11/01)

SICK LEAVE

Accrual - Employees shall accrue sick leave at the below rate per month. Probationary employees will accrue, but are not eligible to use sick leave. Employees who are in probationary status will accrue sick leave. (Amended 9/24/90, 8/7/95, 12/13/99).

If normal work day is 7.5 to 8 hours:

1.25 days a month

If normal work day is less than 7.5 hours:

1 day a month

All leave shall be accrued on the last working day of the month.

There shall be no accrual of sick leave during any monthly pay period during which an employee is absent without approved leave.(Amended 6/11/01)

A false statement by an employee regarding sick leave shall be grounds for immediate dismissal. Upon three (3) consecutive days of sick leave, the supervisor may require a doctor's certification of the need for leave.

When a Classified employee leaves the District, all accrued sick leave will be cashed out at a rate of \$10 per day of sick leave.

Use of Sick Leave

Sick Leave Without Pay - Upon application by an employee, a leave of absence without pay may be granted subject to the provisions above, as applicable to sick leave. Such leave shall be limited to one month for each full monthly pay period prior service with the District to a maximum of twelve (12) months. The Superintendent, from time to time, may require that the employee submit a certificate from the attending physician or from a designated physician. In the event of a failure, or refusal to supply such certificate or if the certificate does not clearly show a condition which precludes the employee from the performance of their duties, the Superintendent may cancel such sick leave and require the employee to report for duty on the specified date or at the end of the leave of absence.

VALDEZ CITY SCHOOLS PERSONNEL MANUAL

Failure to report to duty on the specified date shall constitute insubordination and abandonment of employee's position.

Illness/Injury - Upon notification to the supervisor in advance, unless prevented from doing so by extenuating circumstances, an employee may use accrued sick leave without limitation for injury or illness of the employee or any member of the immediate family, defined as husband, wife, father, mother, son, daughter, brother and sister. (Amended 8/7/95)

Temporary Disability - An eligible employee may use accrued sick leave for temporary disabilities. At the onset, a physician's statement will determine the length of the temporary disability and will be submitted to the immediate supervisor as soon as possible.

Before returning to work the District may request a physician's statement indicating the employee is able to resume duties. (Amended 9/24/90)

Bereavement Leave - An eligible employee may use up to ten days accrued sick leave for death of a spouse/significant other, father, mother, son, daughter, brother, sister, employee's grandparent(s) and spouse's parent(s). (Amended 9/24/90, 8/7/95)

Sick Leave Bonus - Employees who use twenty percent (20%) or less of their annual accrual of sick leave during the fiscal year will be rewarded as follows: (Amended 8/7/95)

Employees accruing 15 days annually - \$300.00 (use 3 days or less)

Less than 15 days, accrual will be prorated.

An employee using no sick leave during the fiscal year will be rewarded an additional \$100.00. A day contributed to the Sick Leave Bank does not constitute a day used for this benefit. (Amended 12/13/99)

An employee who terminates employment with Valdez City Schools before the end of the fiscal year will not be eligible for any Sick Leave Bonus. (Amended 12/13/99)

Any prior Sick Leave Bonus program is eliminated.

All accrued sick leave and annual leave must be used before sick leave without pay is permitted. (Amended 9/24/90)

COURT LEAVE

An employee, except a temporary or substitute who is called to serve as a juror or is subpoenaed as a witness by a court of competent jurisdiction, shall be entitled to court leave with pay, less any compensation received other than transportation and per diem. (Amended 12/13/99)

Court leave shall be supported by written documents such as a subpoena, marshal's statement of attendance, and 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), and in turn shall be paid their current salary while on court leave.

VALDEZ CITY SCHOOLS PERSONNEL MANUAL

MILITARY LEAVE

Note: AS 39.20.340 provides that an employee, with the approval of the city council or borough assembly, who is a member of a reserve or auxiliary component of the United States Armed Forces is entitled to a leave of absence without loss of pay on all days during which the employee is ordered to training duty, as distinguished from active duty, or for instruction, or when under direct military control in the performance of a search and rescue mission. The leave of absence may not exceed 16 1/2 working days in any 12 month period. If an employee is called to active duty by the governor, the employee is entitled to five days leave of absence without loss of pay.

ALASKA FAMILY LEAVE ACT OF 1992

Requires covered employers to provide up to eighteen (18) weeks of unpaid, job-protected leave to “eligible” employees for certain family and medical reasons. This policy summarizes for your information the current benefits available under the Act. To the extent there is any discrepancy between the Act and this summary, the terms of the Act control. Employees are eligible if they have worked for a covered employer for at least twenty (20) consecutive work weeks in the preceding two (2) calendar years.

Reasons for Taking Leave - Unpaid leave must be granted for any of the following reasons:

- To care for the employee’s child after birth, or placement for adoption or foster care
- To care for the employee’s spouse, son or daughter, or parent, who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform the employee’s job. All annual and sick leave must be used prior to unpaid leave.

Employee Requirements - Taking of leave may be denied if the following requirements are not met.

- The employee ordinarily must provide thirty (30) days advance notice when the leave is “foreseeable.”
- An employer may require medical certification to support a request for leave because of a serious health condition, and may require second or third opinions (at the employer’s expense) and a fitness for duty report to return to work.

Employer Requirements under The Alaska Family Leave Act:

- For the duration of leave, the employer must maintain the employee’s health coverage under any “group health plan.”
- Upon return from leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

VALDEZ CITY SCHOOLS PERSONNEL MANUAL

- The use cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

LEAVE 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 recommendation of the supervisor and with approval of the Superintendent. Employees may be granted leave without pay in excess of ten (10) working days per fiscal year, but for not more than twelve (12) consecutive months, at the discretion of the Superintendent. All leave without pay **must** have prior approval.

While on approved leave of absence without pay in excess of ten (10) consecutive working days the employee shall not be entitled to fringe benefits such as medical insurance, retirement, social security, workers' compensation, etc., except that the employee may elect to pay premiums for the District's medical plan.

Leave without pay is not permitted unless all annual leave or personal leave has been used.

Termination of Leaves of Absence - All leaves of absence without pay shall be subject to the condition that the Superintendent may terminate the leave at any time, upon written notice to the employee specifying date of termination of the leave, if it is determined that the employee is using the leave for purposes other than those specified at the time of approval. Failure to report to duty on the specified date shall constitute insubordination and abandonment of employee's position .

Classified Employees Sick Leave Bank (See Appendix B – Participation Form) - The Sick Leave Bank is established to provide participating classified employees, under unusual circumstances, with an additional allowance of sick leave. After exhausting his/her personal allotment of accumulated sick leave, application for reasonable withdrawals may be made if the employee is subject to serious, extended illness.

Leave will be granted only if medically necessary.

A member may request to withdraw days from the bank for serious, extended personal illness after having used all of the employee's own accrued sick leave and personal leave and upon certification by the attending physician. A member may request (withdraw) not more than twice the number of sick leave days the employee had accumulated before the first day of school in any school year, or twenty-four (24) days, whichever is greater.

Membership in the Sick Leave Bank is open to all classified employees on a voluntary basis.

To join, an eligible employee must donate one (1) day of sick leave within thirty (30) days of the first actual working day. If, at the end of each school year, the remaining number of days in the bank does not exceed or equal eighty percent (80%) of the number of members, all current members will be required to donate an additional day during the fall enrollment. All leave transferred to the bank by an employee is final and not recoverable for recredit to their personal sick leave account. A member may cancel membership in the bank by submitting written notification to the Superintendent's Office.

VALDEZ CITY SCHOOLS PERSONNEL MANUAL

An administrative committee, consisting of five (5) members will be formed to govern withdrawals from the Sick Leave Bank. This committee shall include two (2) members appointed by the Board and three (3) members elected as representatives of bank members. The appointed committee members shall serve for one (1) year and shall be chosen annually in October for the coming school year. The three (3) elected members shall serve respectively one, (1), two (2), and three (3) year terms based on the number of votes. Each subsequent year, one (1) member will be elected, thus allowing continuity to the committee. Bank representatives shall be elected from a District-wide ballot of consenting nominees.

With the help of the committee, the Superintendent's Office shall establish files to thoroughly document and supervise membership donations, applications for leave withdrawals, action taken by the committee, the Bank's balance, and any other pertinent business. Specifically, a membership list shall be provided to the Superintendent's Office by **October 15** of each year. Minutes will be kept of each committee meeting and appropriate reports shall be submitted to the Board informing them of the Bank's current status.

A chairperson shall be selected to assume responsibility for the duties of the committee.

Upon dissolution of the Sick Leave Bank, any sick leave balance shall be cancelled. (Adopted 2/22/94)
(Amended 10/12/92)

Classified Employees Bereavement Leave Bank (See Appendix C - Participation Form)

The Bereavement Leave Bank, further referred to as the Bank, is established to provide participating classified employees an opportunity to use bereavement leave for other bereavement circumstances than the Personnel Manual allows.

A member may request to withdraw days from the Bank for the death of family members or "loved ones" not specifically allowed under Bereavement Leave in the manual.

Membership in the Bank is open to all permanent classified employees on a voluntary basis.

To join, an eligible employee must donate one (1) day of annual leave within thirty (30) days of the first actual working day. If, at the end of each school year, the remaining number of days in the Bank does not exceed or equal twenty-five percent (25%) of the number of members, all current members will be required to donate an additional day during the fall enrollment. All leave transferred to the Bank by an employee is final and not recoverable for recredit to the annual/personal leave account. A member may cancel membership in the bank by submitting a written notification to the Superintendent's Office. Days remaining in the Bank at the end of the year will be carried over to the next year.

Application for leave from the Bank must be submitted within five (5) days from return to work to the Bank Committee Chairperson.

A committee will be established by the Valdez Classified Employees Association to review all applications. A chairperson shall be selected to assume responsibility for the duties of the committee. Minutes will be kept of each committee meeting and submitted to the Superintendent's Office with fifteen (15) days following each application request.

VALDEZ CITY SCHOOLS PERSONNEL MANUAL

With the help of the committee, the Superintendent's Office shall establish files to document and supervise membership donations, applications for leave withdrawals, action taken by the committee, the Bank's balance, and any other pertinent business. Specifically, a membership list shall be compiled by the Superintendent's Office by October 15 of each year.

Upon dissolution of the Bereavement Leave Bank, any annual leave balance shall be cancelled.

CLASSIFIED APPOINTMENT AND PROMOTION

PR.0855.10

Equal Employment Opportunity - All appointments shall conform to Equal Employment Opportunity standards.

Advertisement of Positions - Except for temporary and substitute appointments, all position openings shall be advertised by the Administrative Assistant to the Superintendent of Schools/Board of Education publicly and in the District for a period of not less than fourteen (14) calendar days. Under emergency conditions, temporary appointments to positions may be made pending expiration of the advertisement period. If such temporary appointment is made, all applications received during the advertisement period shall be considered prior to making an appointment to the open position. (Amended 12/13/99)

In the event of equal qualifications, as determined by the District, current classified employees who have submitted applications shall be given preference in filling a vacant position. (Amended 8/7/95, 12/13/99)

An employee who is hired to fill a vacancy from one grade to a higher grade shall be placed on the new grade at Step 1, except that no promoted employee may be placed at a step that results in a reduction in the rate of pay. (Amended 8/7/95)

Appointment Step - Each employee new to a position shall be appointed at Step one (1) in the appropriate grade. At the Superintendent's discretion, a new employee may be started at a higher step.

Approval - All hires for current positions shall be made by the Superintendent upon the recommendation of the supervisor. The creation of new positions must be approved by the Board.

Probationary Period - Each employee new to a position shall be subject to a probationary period during the first sixty (60) working days. During the probationary period, the employee may be dismissed from his/her position at any time, with or without cause. The probationary period is not to be considered a contract of sixty (60) working days. Following the completion of the probationary period, the employee shall be (1) appointed as a 12 month or less than 12 month employee; (2) dismissed. A supervisor may waive the probationary requirement when any existing employee is hired to a new position. If not waived, an existing employee shall not lose benefits when hired. (Amended 12/13/99)

Discretionary Appointment - The Superintendent may advance an employee one (1) additional step based on a superior evaluation and recommendation from the supervisor.

VALDEZ CITY SCHOOLS PERSONNEL MANUAL

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, be reinstated at the same step on the salary schedule as previously held.

CLASSIFIED PROHIBITIONS

PR.0856.10

Securing of Positions - No employee may give, render, pay, offer, solicit, or accept any money, service, or other valuable things in connection with their position.

Rights of Others - No employee may defeat, deceive, or obstruct any person in their right to examination, eligibility, certification, or appointment under these procedures.

Nepotism - No person may be employed in a classified position who is the spouse of, is related by blood or marriage within and including the second degree of kindred (father, mother, son, daughter, brother, sister, spouse/significant other, grandfather, grandmother, grandson, granddaughter, uncle, and aunt including those half or step relations) to the Superintendent or their immediate supervisor without the prior approval of the Board.

Information from Applicant - No employee may request or suggest that an applicant provide information concerning their religious opinions, ancestry, membership in fraternal organizations, political convictions, race, religion, sexual orientation, creed, color, national origin, physical handicap, marital status, age or ethnic origin (except as required to meet Equal Employment Opportunity requirements).

Conflicts of Interest - No employee shall engage in any business or transaction, or shall own a financial or other private interest, whether direct or indirect, which is in conflict with, or which reasonably appears to be in conflict with, the proper and unbiased discharge of their official duties. (Amended 12/13/99)

Use of Information - No employee shall use information obtained in the course of employment concerning the property, government, or affairs of the District to advance, directly or indirectly, the financial or other private interest of themselves or others.

Gifts and Favors - No employee may 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 they have a direct or indirect financial interest unless approved in advance by the Board.

CLASSIFIED SEPARATION AND DEMOTION

PR.0857.10

Retirement - A classified employee covered by the Public Employees' Retirement System (PERS) is eligible for retirement as provided by the Retirement System.

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 they fail to give the supervisor at least fourteen (14) calendar days written notice. A copy of such resignation shall be supplied by the supervisor to the Superintendent. The Superintendent may make such investigation as deemed warranted for the purpose of verifying the facts as to the reasons for each resignation.

VALDEZ CITY SCHOOLS PERSONNEL MANUAL

Suspension - The Superintendent may, by giving written notice of reasons to the employee, suspend any employee without pay for delinquency or misconduct. The Superintendent shall give the employee a reasonable opportunity to be heard before, or in cases of emergency, soon after the suspension is imposed.

- The employee is entitled to a hearing before the Board as provided in the Grievance Procedure. If the employee is vindicated as a result of the hearing, they shall be reinstated with full back pay and benefits.
- Upon the employee's return to duty, except as provided above, the period of suspension shall be considered as unapproved leave without pay.

Layoff -The Superintendent may lay off an employee by reason of elimination of a position, shortage of work or funds, or other reasons outside the employee's control which do not reflect discredit on the services of the employee. The name of such an employee shall be placed on a layoff list for a period of one (1) calendar year. If not reappointed within this time, the employee shall be considered to have separated in good standing. No loss of accrued leave shall occur during the period the employee is on the layoff list. (Amended 8/7/95, 12/13/99)

Employees on the layoff list shall be offered reappointment to applicable positions as vacancies occur on the basis of performance evaluations and the needs of the District as determined by the Superintendent.

Dismissal - Employees may be dismissed or disciplined for cause at any time at the discretion of the Superintendent or designee. The employee shall be advised in writing the reason for the dismissal or discipline and shall be provided a hearing before the Superintendent to challenge the discipline or dismissal. Any disciplinary action imposed upon an employee may be appealed through the Grievance Procedure contained in this manual. All disciplinary action will be documented with signatures required by the supervisor and employee.

Temporary or substitute employees may be dismissed at any time with or without cause.
(Amended 12/13/99)

Just cause for dismissal shall include, but not be limited to, the following:

- A. Falsifying information supplied to the School District, including, but not limited to, information supplied on application forms, employment records, or any other school district records.
- B. Incompetence.
- C. Inefficiency.
- D. Neglect of duty.
- E. Insubordination.
- F. Dishonesty/Fraud (New 12/27/99)

VALDEZ CITY SCHOOLS PERSONNEL MANUAL

- G. Possession, consumption and/or distribution of alcoholic beverages and/or illegal drugs while on duty or in such close time proximity to cause any detrimental effect upon the employee or upon employees. (Amended 12/27/99)
- H. Conviction of any crime which reasonably calls into question the employee's trustworthiness, fitness for duty, or ability to work safely among co-workers and students. A plea or verdict of guilty or a conviction following a plea of nolo contendere is deemed to be a conviction within the meaning of this section.
- I. Absence Without Leave.
- J. Immoral conduct which is defined as a crime involving moral turpitude
- K. Discourteous treatment of the public, students, or other employees.
- L. Improper political activity.
- M. Willful disobedience.
- N. Misuse of District property.
- O. Violation of this Personnel Manual, District, Board or departmental rule, policy, or procedure, or state or federal law or regulation.
- P. Failure to possess or keep in effect any license, certificate, or other similar requirement specified in the employee's class specification or otherwise necessary for the employee to perform the duties of the position.
- Q. Unlawful or inappropriate discrimination, including, but not limited to harassment, on the basis of race, religious, sexual orientation, creed, color, national origin, ancestry, physical handicap, marital status, sex, or age against the public or other employees while acting in the capacity of a District employee.
- R. Unlawful retaliation against any other District officer or employee or member of the Public who, in good faith, reports, discloses, divulges, or otherwise brings to the attention of any appropriate authority any information relative to actual or suspected violation of any law of this state or the United States occurring on the job or directly related thereto.
- S. Any other failure of good behavior which is of such nature that it causes discredit to the District or affects ability to perform his/her duties.
- T. Theft or unauthorized use of District Property.

VALDEZ CITY SCHOOLS PERSONNEL MANUAL

DISMISSAL

All notices of discharge will be in writing, with proper notice to the individual and the reasons for discharge will be clearly stated.

A dismissed employee is entitled to a hearing as prescribed by the Grievance Procedure. If the employee is vindicated as a result of the hearing, they shall be reinstated with full back pay and benefits.

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

Demotion - A demotion is a backward movement in steps. The Superintendent may demote an employee for cause. Cause is defined as not for any arbitrary, capricious, or illegal reason and which is one based on facts supported by substantial evidence and reasonably believed by the employer to be true. The employee shall, before the action is taken, be furnished with a statement in writing, setting forth the reasons for the demotion. The employee shall be entitled to a hearing before the Board as prescribed in the Grievance Procedure. If the employee is vindicated as a result of the hearing, the employee shall be reinstated with full back pay and benefits.

CLASSIFIED GRIEVANCE PROCEDURE

PR.0858.10

The purpose of the Grievance Procedure shall be to resolve differences between an employee and the District at the lowest possible administrative level and as quickly and amicably as possible. (Amended 12/13/99)

DEFINITIONS (As It Pertains To The Grievance Procedure)

“Grievance” - A statement by a grieving employee that a controversy, dispute, or disagreement exists with the District.

“Day” - Calendar day.

“Party” - The grievant and any eligible District employee who might be required to take action, or against whom action might be taken, in the resolution of the grievance. (Amended 8/7/95)

“Representatives and Witnesses” - At Steps Two, and Three of the Grievance Procedure, the grievant and/or supervisor may be represented by counsel and may call, examine, and cross-examine witnesses. (Amended 8/7/95)

“Time Limits” - All time limits shall be strictly adhered to except by mutual written consent of the parties. Failure of the grievant to adhere to timeliness nullifies the grievance. Failure of a supervisor required to hear a grievance to adhere to timeliness automatically entitles the grievant to appeal to the next higher supervisory level.

VALDEZ CITY SCHOOLS PERSONNEL MANUAL

Procedure:

Step One - A grievance must be initiated by an employee within fourteen (14) days of the date that the grievant knew, or should have known, of the action being grieved. At this Step a good faith effort is required on the part of the grievant and the immediate supervisor to resolve the grievance through free and informal communications.

Step Two - If the grievant is not satisfied at Step One, they may appeal in writing to the immediate supervisor (or to the supervisory level where the cause for the grievance was initiated) within seven (7) days. The appropriate supervisor shall hold a hearing with the parties within seven (7) days of receipt of the written grievance and shall render a written decision to the parties within seven (7) days of the date of the hearing. If the grievant is not satisfied with the decision they may appeal in writing within seven (7) days of receipt of the decision to the next higher level of supervision--and so on through the supervisory chain of command.

Step Three - If the grievant is not satisfied with the decision(s) at the supervisory level(s) below the Superintendent, the grievant may appeal to the Superintendent in writing within seven (7) days of receipt of the last decision. The Superintendent shall hold a hearing at the Valdez City School District Administration building with the parties within seven (7) days of receipt of the appeal and shall render a written decision to the parties within seven (7) days of the hearing.
(Adopted 12/22/94) (Amended 8/7/95)

Step Four - If the grievant is not satisfied with the decision at the Step 3 (Superintendent Level) the grievant may appeal to the school board in writing within seven (7) days of receipt of the last decision. The school board shall hold a hearing with the parties within seven (7) days of the receipt of the appeal. Such hearing shall be in executive session unless both parties (grievant and school board), agree for the hearing to be held in public. The school board shall render a written decision to the parties within seven (7) days of the hearing. The decision of the school board shall be final.

Any of the Grievance Procedure guidelines not required by law may be modified by mutual consent of the employee and the District.

No reprisals shall be taken against an employee for participating in the Grievance Procedure.

Any and all documents related to an employee complaint received by the district of an employee shall be shown to an employee and the employee shall be given an opportunity to respond in writing which shall be included in the file.

By using the Grievance Procedure an employee does not give up the right to seek relief through other administrative or legal channels, where such channels have been established.
(Adopted 12/13/99)

VALDEZ CITY SCHOOLS PERSONNEL MANUAL

CLASSIFIED RETENTION PRACTICE

PR.0859.10

In the event the District needs to reduce the number of classified positions due to a decrease in enrollment, decrease of funding, decrease of workload, closure of school(s), or any other legitimate educational, operational, or budgetary reasoning, the Superintendent will develop a plan specifying which classified positions will remain in the best interest of the District. Employees shall be given a minimum two week notice. The plan shall also contain objective criteria used to determine which individuals shall be subject to layoff.

In reaching decisions on retention, the Superintendent will consider the recommendations of the supervisors.

CLASSIFIED EMPLOYMENT RECORDS

PR.0860.10

Public Records - Except for examination materials, performance evaluations, personal histories, or other confidential materials so designated by the Superintendent, employee records shall be public records. Such records shall be available for inspection in the presence of authorized personnel by the public during regular office hours in accordance with such procedures as the Superintendent may establish.

Confidential Records - Examination materials, performance evaluations, personal histories, and other confidential materials so designated by the Superintendent shall be kept in confidential Personnel Files. Prior to inclusion of any material in an employee's Personnel File that may be construed as derogatory, evidence that the employee received a copy of the material is required.

An employee has the right to have included in their Personnel File a rebuttal of any derogatory material placed therein. An employee, or their authorized representative, shall be allowed to examine the contents of their Personnel File during regular office hours in accordance with such procedures as the Superintendent may establish. {See also BB.0810.10}

CLASSIFIED PHYSICAL EXAMINATIONS

PR.0861.10

Employees, except temporary employees, who come into regular contact with students shall be required to take physical examinations and file with the District an examination certificate within thirty (30) days of initial appointment. A re-examination shall be required every three (3) years thereafter. The cost for the examination shall be reimbursed by the School District not to exceed two hundred dollars (\$200.00). (Amended 2/2/94)

CLASSIFIED HOLIDAYS

PR.0862.10

Employees shall be granted the following paid holidays if the holiday occurs during their work period: (Amended 8/7/95).

| | |
|------------------|---------------|
| Independence Day | Labor Day |
| Thanksgiving Day | Christmas Day |
| New Year's Day | Memorial Day |

VALDEZ CITY SCHOOLS PERSONNEL MANUAL

Holidays on Scheduled Days Off - If a holiday falls on the first scheduled day off of the week, the preceding day shall be designated the holiday. If a holiday falls on the second scheduled day off of the week, the following day shall be designated the holiday.

If an employee is required to work on a holiday, they will be compensated at their regular rate of pay, in addition to the regular holiday pay.

Eligibility - In order to be eligible for holiday pay, an employee must be on employment status immediately preceding and following the holiday.

CLASSIFIED RETIREMENT PLANS

PR.0863.10

The District provides permanent employees whose regularly assigned work week is fifteen (15) or more hours of work, shall be enrolled in the State of Alaska Public Employees' Retirement System and may elect to participate in the District sponsored Alternate Retirement Plan. Information on both plans is available at the District Business Office. (Amended 8/7/95)

CLASSIFIED INSURANCE PLANS

PR.0864.10

Medical Insurance Coverage - Permanent employees whose regularly assigned work week is thirty (30) or more hours of work, shall be provided whatever medical insurance is provided for certificated employees, plus life and accidental death and dismemberment insurance in the amount of \$70,000. Employees who receive medical insurance coverage will be charged a co-pay amount which will be determined yearly, no later than June 30th. (Amended 8/7/95)

Orthodontia Benefits - Orthodontia benefit will cover up to 50% of the usual, customary and reasonable charges up to an individual maximum lifetime benefit of \$2500.00 exclusive of all other covered dental services.

Hearing Aid Benefit - Hearing aids will be allowed up to a maximum of \$2500.00 in any given 10-year period. However, persons selecting this option will not be eligible for the orthodontic benefits. The \$2500.00 hearing aid benefit will not require matching on the part of the employee.

Workers' Compensation - All employees shall be covered by Workers' Compensation Insurance as required by the Workers' Compensation Act.

Unemployment Insurance - All employees shall be covered by unemployment insurance as provided by State law.

CLASSIFIED PERFORMANCE EVALUATIONS

PR.0865.10

Following completion of the probationary period, each employee shall receive a performance evaluation. Thereafter, each employee shall be evaluated once per school year no later than June 30. (Amended 12/13/99)

VALDEZ CITY SCHOOLS PERSONNEL MANUAL

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 may be reviewed by the Superintendent and shall be placed in the employee's Personnel File.

Valdez City Schools Classified
FY 05

Salary Schedule FY05

1.5% Increase

| | 11.50 | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 |
|---------------------------------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|
| A | | 12.19 | 12.77 | 13.34 | 13.92 | 14.49 | 15.07 | 15.64 | 16.22 | 16.79 | | | | |
| | | 1.06 | 1.11 | 1.16 | 1.21 | 1.26 | 1.31 | 1.36 | 1.41 | 1.46 | | | | |
| Aide | | | | | | | | | | | | | | |
| Food Service I | | | | | | | | | | | | | | |
| B | | 14.26 | 14.84 | 15.41 | 15.99 | 16.56 | 17.14 | 17.71 | 18.29 | 18.86 | 19.44 | 20.01 | | |
| | | 1.24 | 1.29 | 1.34 | 1.39 | 1.44 | 1.49 | 1.54 | 1.59 | 1.64 | 1.69 | 1.74 | | |
| Building Secretary | | | | | | | | | | | | | | |
| Federally Qualified Aide | | | | | | | | | | | | | | |
| C | | 14.95 | 15.53 | 16.10 | 16.68 | 17.25 | 17.83 | 18.40 | 18.98 | 19.55 | 20.13 | 20.70 | | |
| | | 1.30 | 1.35 | 1.40 | 1.45 | 1.50 | 1.55 | 1.60 | 1.65 | 1.70 | 1.75 | 1.80 | | |
| Admin Secretary | | | | | | | | | | | | | | |
| Accounting I | | | | | | | | | | | | | | |
| Custodial I' | | | | | | | | | | | | | | |
| Food Service II | | | | | | | | | | | | | | |
| D | | 17.02 | 17.60 | 18.17 | 18.75 | 19.32 | 19.90 | 20.47 | 21.05 | 21.62 | 22.20 | 22.77 | 23.35 | |
| | | 1.48 | 1.53 | 1.58 | 1.63 | 1.68 | 1.73 | 1.78 | 1.83 | 1.88 | 1.93 | 1.98 | 2.03 | |
| Custodial I | | | | | | | | | | | | | | |
| Sign Lang. Intepreter | | | | | | | | | | | | | | |
| Prevention Specialist | | | | | | | | | | | | | | |
| Maintenance I | | | | | | | | | | | | | | |
| Shipping&Rec. | | | | | | | | | | | | | | |
| E | | 17.71 | 18.29 | 18.86 | 19.44 | 20.01 | 20.59 | 21.16 | 21.74 | 22.31 | 22.89 | 23.46 | 24.04 | |
| | | 1.54 | 1.59 | 1.64 | 1.69 | 1.74 | 1.79 | 1.84 | 1.89 | 1.94 | 1.99 | 2.04 | 2.09 | |
| Special Programs Coord. | | | | | | | | | | | | | | |
| Supt/Board Secretary | | | | | | | | | | | | | | |
| Library Associate | | | | | | | | | | | | | | |
| Registrar/K-12 Car Couns | | | | | | | | | | | | | | |
| Accounting II | | | | | | | | | | | | | | |
| F | | 18.40 | 18.98 | 19.55 | 20.13 | 20.70 | 21.28 | 21.85 | 22.43 | 23.00 | 23.58 | 24.15 | 24.73 | 25.30 |
| | | 1.60 | 1.65 | 1.70 | 1.75 | 1.80 | 1.85 | 1.90 | 1.95 | 2.00 | 2.05 | 2.10 | 2.15 | 2.20 |
| Custodian Supv. | | | | | | | | | | | | | | |
| Food Service Coordinator | | | | | | | | | | | | | | |
| G | | 21.85 | 22.43 | 23.00 | 23.58 | 24.15 | 24.73 | 25.30 | 25.88 | 26.45 | 27.03 | 27.60 | 28.18 | 28.75 |
| | | 1.90 | 1.95 | 2.00 | 2.05 | 2.10 | 2.15 | 2.20 | 2.25 | 2.30 | 2.35 | 2.40 | 2.45 | 2.50 |
| Maintenance II | | | | | | | | | | | | | | |

APPENDIX A - SALARY SCHEDULE

1 All hires after 6-30-85

All movement between Levels (A, B, C, D, E, F, G) will be to the step of equal hourly wage or the next higher step if there isn't an equal.

VALDEZ CITY SCHOOLS PERSONNEL MANUAL

APPENDIX B – CLASSIFIED SICK LEAVE BANK PARTICIPATION FORM

The Sick Leave Bank is established to provide participating classified employees, under unusual circumstances, with an additional allowance of sick leave. After exhausting his/her personal allotment of accumulated sick leave, application for reasonable withdrawals may be made if the employee is subject to serious, extended illness. Leave will be granted only if medically necessary.

A member may request to withdraw days from the bank for serious, extended personal illness after having used all of the employee's own accrued sick leave and personal leave and upon certification by the attending physician. A member may request (withdraw) not more than twice the number of sick leave days the employee had accumulated before the first day of school in any school year, or twenty-four (24) days, whichever is greater.

Membership in the Sick Leave Bank is open to all classified employees on a voluntary basis.

To join, an eligible employee must donate one (1) day of sick leave within thirty (30) days of the first actual working day. If, at the end of each school year, the remaining number of days in the bank does not exceed or equal eighty percent (80%) of the number of members, all current members will be required to donate an additional day during the fall enrollment. All leave transferred to the bank by an employee is final and not recoverable for recredit to their personal sick leave account. A member may cancel membership in the bank by submitting written notification to the Superintendent's Office.

An administrative committee, consisting of five (5) members will be formed to govern withdrawals from the Sick Leave Bank. This committee shall include two (2) members appointed by the Board and three (3) members elected as representatives of bank members. The appointed committee members shall serve for one (1) year and shall be chosen annually in October for the coming school year. The three (3) elected members shall serve respectively one, (1), two (2), and three (3) year terms based on the number of votes. Each subsequent year, one (1) member will be elected, thus allowing continuity to the committee. Bank representatives shall be elected from a District-wide ballot of consenting nominees.

With the help of the committee, the Superintendent's Office shall establish files to thoroughly document and supervise membership donations, applications for leave withdrawals, action taken by the committee, the Bank's balance, and any other pertinent business. Specifically, a membership list shall be provided to the Superintendent's Office by **October 15** of each year. Minutes will be kept of each committee meeting and appropriate reports shall be submitted to the Board informing them of the Bank's current status. A chairperson shall be selected to assume responsibility for the duties of the committee. Upon dissolution of the Sick Leave Bank, any sick leave balance shall be cancelled. (Adopted 2/22/94)(Amended 10/12/92)

I want to become a member of Valdez City Schools' Classified Sick Leave Bank. **I understand that I may irrevocably cancel my membership in the bank at any time by providing written notice to the Payroll Office.**

I understand that by signing this request, **I am contributing one day of my sick leave** to the bank and the transfer of that day is final.

___ I choose to participate

_____ I choose not to participate

Signature

Date

Social Security Number

VALDEZ CITY SCHOOLS PERSONNEL MANUAL

APPENDIX C – CLASSIFIED BEREAVEMENT LEAVE BANK PARTICIPATION FORM

The Bereavement Leave Bank, further referred to as the Bank, is established to provide participating classified employees an opportunity to use bereavement leave for other bereavement circumstances than the Personnel Manual allows.

A member may request to withdraw days from the Bank for the death of family members or “loved ones” not specifically allowed under Bereavement Leave in the manual.

Membership in the Bank is open to all permanent classified employees on a voluntary basis.

To join, an eligible employee must donate one (1) day of annual leave within thirty (30) days of the first actual working day. If, at the end of each school year, the remaining number of days in the Bank does not exceed or equal twenty-five percent (25%) of the number of members, all current members will be required to donate an additional day during the fall enrollment. All leave transferred to the Bank by an employee is final and not recoverable for recredit to the annual/personal leave account. A member may cancel membership in the bank by submitting a written notification to the Superintendent's Office. Days remaining in the Bank at the end of the year will be carried over to the next year.

Application for leave from the Bank must be submitted within five (5) days from return to work to the Bank Committee Chairperson.

A committee will be established by the Valdez Classified Employees Association to review all applications. A chairperson shall be selected to assume responsibility for the duties of the committee. Minutes will be kept of each committee meeting and submitted to the Superintendent's Office with fifteen (15) days following each application request.

With the help of the committee, the Superintendent's Office shall establish files to document and supervise membership donations, applications for leave withdrawals, action taken by the committee, the Bank's balance, and any other pertinent business. Specifically, a membership list shall be compiled by the Superintendent's Office by **October 15** of each year.

Upon dissolution of the Bereavement Leave Bank, any annual leave balance shall be cancelled.

I want to become a member of Valdez City Schools' Classified Bereavement Leave Bank. I understand that by signing this request, **I am contributing one day of annual leave** to the bank and the transfer of the day is final.

____ I choose to participate

_____ I choose not to participate

Signature

Date

Social Security Number