

SIDNEY COMMUNITY SCHOOL DISTRICT EMPLOYEE HANDBOOK 2022-2023

Acknowledgement of Receipt

I acknowledge that I have received a copy of the ***Sidney Community School District's*** Employee Handbook and I understand the employee handbook contains important information about the district and my role, responsibilities, and duties as an employee. I acknowledge I am expected to be familiar with the contents. I also understand that I should consult the ***central office*** with any questions I have about the contents of the employee handbook or any questions that I feel were not addressed.

I understand that the employee handbook is a general source of information and may not include every possible situation that may arise. I acknowledge that the Employee Handbook is not intended, and does not constitute a contract between the district and any one or all of its employees.

Employee's Signature

Date

Employee's Name (Printed)

TO BE PLACED IN EMPLOYEE'S PERSONNEL FILE - COPY PROVIDED TO EMPLOYEE

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Opening Statement

Any changed or newly adopted board policy supersedes this staff handbook.

This handbook is a general source of information and may not include every possible situation that could arise. It is not intended, and does not constitute a contract between the school district and employees. It is the employee's responsibility to refer to the district policies and/or administrative procedures for further information. Whenever the provisions of this handbook are in conflict with those of a board-adopted policy, an applicable collective bargaining agreement, or any other formal employment contract, the terms of the policy, collective bargaining agreement, and/or employment contract shall govern.

Definitions:

- Employee means certified teacher
- "The district" means the Sidney Community School District.
- "Parent" also means "guardian" unless otherwise stated.
- An administrator's title, such as superintendent or principal, also means that individual's designee unless otherwise stated.
- "School Grounds" includes the school district facilities and, school district property, and property within jurisdiction of the school district or school district premises, school-owned or school-operated buses or vehicles and chartered buses.
- "School Facilities" includes school district buildings and vehicles.
- "School Activities" means all school activities in which students are involved, whether they are an event or an activity, or whether they are held on or off school grounds.

Evaluation Procedures

We will follow the state recommended guidelines. (Administration has the state guidelines)

Procedure for Staff Reduction

Decisions with respect to staff reduction and the areas of the educational program in which the reduction will be affected shall be made by the Board by April 30 of each year. When, in the sole exclusive and final judgment of the Board of Education, staff reduction is necessary due to decline in enrollment, reduction of program, or any other reason, the Board shall first attempt to accomplish the same by attrition (resignation, death, retirement). In the event such reduction cannot be adequately accomplished by attrition, the Board shall determine which employee(s) is to be terminated according to the needs of the district. Those needs shall include, but not be limited to, nor establish the order or priority of the following factors: employees evaluation, teaching experience in the district, breadth of certification, endorsements, depth of education preparation, and involvement of the teacher in co-curricular activities.

Classifications for staff reduction shall be Prek-6 elem. Classroom teachers, 7-12 within curricular areas (such as social studies, math, and science); K-12 in the areas of music, art, counselors, and physical education; and special programs (title I, Special Education).

The Board of Education decisions as to where staff reduction shall take place will be final.

Transfer Procedure

Section 1: Voluntary Transfers

Any teacher possessing the necessary qualifications may apply for a voluntary transfer to another teacher position. All applications shall be in writing and shall name the transfer for which the applicant wishes consideration. The granting of such a transfer will be based upon the needs of the school district as determined by the administration,

Section 2: Posting of Opportunities to Transfer

A. When school is in session, a notice of an opening creating an opportunity to transfer to another teaching position shall be posted in the office or faculty room for ten (10) school days before the final date when the application must be submitted. Employees who desire to apply for the transfer shall submit their applications in writing to the Superintendent, or his designee, within ten (10) school days from the posting. The granting of a transfer will be based upon the need of the school as determined by the

administration. When a transfer is filled all applicants shall be given written notification within a reasonable time thereafter. B. If an employee is transferred then the employee shall be ineligible to submit an application for any other transfer to a teaching for a period of one (1) year from the date of transfer.

Section 3: Involuntary Transfers

Involuntary transfers shall be made upon the need of the school district as determined by and within the sole discretion of the administration. All such transfers shall be made known to the employee involved in the transfer and shall be reported to the Board of Directors.

Sick Leave

Sick leave shall have reference to the medically indicated period during which an employee is either precluded by reason of illness, injury, disability or non-elective surgery, and/or medical treatment from performing his or her school duties, for maternity leave, for paternity leave or for doctor or dental appointments, or (b) the period during which a member of the employee's immediate family as hereinafter defined needs care or necessary attention due to illness, injury, disability, or non-elective surgery and for which period or periods the employee is entitled to be paid.

Maternity leave shall have reference to the medically indicated period of authorized absence from school duties of an employee.

Each non-childbearing married employee shall be entitled to five (5) days of paternity leave each school year without loss of compensation within 5 days of the birth of the child. Such days shall be deducted from the employee's sick leave. Any deviation from the contract shall be approved by the Superintendent.

Employees are granted leave of absence for personal illness or injury for full pay in the following amounts:

First year of employment - 10 days

Second year of employment - 11 days

Third year of employment - 12 days

Fourth year of employment - 13 days

Fifth year of employment - 14 days

Sixth and all subsequent years of employment - 15 days

The above amounts shall apply to consecutive years of employment in the District. A

maximum of 110 sick days may be carried forward into the subsequent school year providing a minimum of 125 sick days usable in the school year, At its discretion, the administration may require such reasonable evidence as it may desire confirming the necessity for such leave of absence.

Part-time employees will accrue sick leave on a prorated basis.

Upon notification from the employee, the administration shall arrange for and provide a substitute for employees utilizing any portion of their accumulated sick leave.

When employees have used more sick days than they have accumulated, they shall have those days deducted from their salary, at the rate of 1/189 of their salary even if a substitute was not hired.

Individual employees who sever employment with the district, after a minimum of 10 years, shall receive compensation of unused sick leave at a rate of \$16 per day up to the maximum amount of accumulated days (125). To access compensation, employees must submit their resignation to the district by April 1 of the contract year.

Temporary Leave of Absence

A. Paid Leave

Employees shall be entitled to the following temporary, non-accumulative paid leaves of absence. Leaves of absence will be taken in quarter day increments. (2, 4, 6, or 8 hours)

B. Educational Leaves

Attendance at educational meetings, up to 3 days, is permitted when such absence is requested or approved by the employer. Employee initiated requests shall be filed by the employee at least seven (7) work days prior to the first day anticipated absence. Educational leaves shall be used for the purpose of:

- Visitation to view other instructional techniques or programs.
- Conferences, workshops, or seminars conducted by colleges, universities, or other educational institutions or organizations.

C. Leaves for Funerals

Each employee shall be entitled to ten (10) days of bereavement leave each school year, which shall be non-accumulative and is in addition to all other leaves. No more

than five (5) days may be taken for any one occurrence in the death of a family member, except in the case of the death of a spouse, mother, father, grandparent, or a child, in which event all of the employee's remaining bereavement days for the school year may be taken. A family member is defined as one related by kinship, blood relationship, adoption, marriage, foster parent or foster child. One day may be taken to attend the funeral of a non-family member, but such day is deducted from the total of ten days. Additional days taken for bereavement purposes may be given at the discretion of the Superintendent of designee.

Notifications of absence for funerals shall be given to the principal. Such days are non-cumulative.

D. Adoption Leave

Each employee shall be entitled to five (5) days of leave each school year without loss of compensation which shall be used for the purpose of initiating, processing and/or completing adoption of a child or children into his or her family. Reasonable advance notification shall be given by the employee to the superintendent of his or her intention to take such leave and the day or days he or she expects to be absent from school. Such leave shall be in addition to all other leaves herein granted but non-accumulative.

E. Personal

At the beginning of every school year each employee shall be credited with three (3) days which may be for personal business. No leaves shall, except in cases of emergencies or unusual need, be granted for use on days immediately preceding or following school holidays or vacation periods, during teacher professional days and or during the first 5 and last 5 days of school. Personal leaves shall be non-accumulative. In all cases, all personal days must be taken before unpaid leave is granted. Requests for leaves shall be in writing, signed by the employee and submitted to the principal not less than three days in advance of commencement of leave, accepting cases of emergencies or unusual circumstances, including deaths and funerals, rendering such advance notice impossible or impracticable; in such cases of emergency or unusual need, requests for leave shall be submitted at least one (1) day in advance of commencement of leave. The request shall specify the day (s) which the employee expects to be absent from school. Each employee must set forth any circumstances or emergencies rendering impossible or impracticable compliance with the 3-day advance notice requirement.

F. Jury and Legal

Any certified employee who is called for jury duty during school hours shall, upon presenting such evidence to the principal, be granted a leave of absence. Evidence of remuneration received by the employee, over and above expenses, for jury duty shall be presented to the district secretary who will reduce the district's salary to the employee by the amount paid for such participation or involvement, or the remuneration

may be turned over to the district.

G. Unpaid Leave

The Board in its sole, exclusive and financial discretion may grant leaves upon the filing of a written request for such leave by an employee. All substitutes will be employed by the Board for employees taking one of these leaves. Each employee will have one pro-rated day's salary subtracted for each leave used, e.g. If an employee had a 189 day contract that employee would have 1/189 days deducted from their salary.

A leave of absence without pay for up to one year may be granted to any employee, upon application, for the purpose of engaging in study related to professional responsibilities, at an accredited college or university. A leave for educational improvement must be approved by the Board of Directors. No step increase will be given.

H. Other Leaves

The Board, in its sole, exclusive and final discretion, may grant other paid or unpaid leave upon the filing of a written request of such leave by an employee.

Health Provisions

The Board may require a medical examination when, in the Board's judgment, such examination is relevant to an employee's performance or status.

Safety Provisions

A. Unsafe and Hazardous Conditions

Employees shall be encouraged to report to the building principal any conditions which seem unsafe or hazardous.

B. Use of Reasonable Force

An employee may, within the scope of his employment, use and apply such amount of force as is necessary to quell a disturbance threatening physical injury to a pupil or teacher. Immediately upon use of such force, the employee shall make a report to the building principal or his/her designee.

Service Year

A. Work Year

Employees of the bargaining unit agree to a service year of 189 days which will include those holidays under Part B. New employees will agree to a service year of 190 days in their first year of service.

B. Holidays

Employees shall not be required to report or perform any duties on the following holidays: Labor Day; Thanksgiving Day and the Friday following: Good Friday and the Monday after Easter; and Memorial Day. Christmas break may include more days as set by the administration/Board of Education, but must include December 24 through New Year's Day.

C. Employee Hours

All employees shall report for duty at the building to which they have been assigned not later than 8:05 A.M. for elementary and 7:45 A.M. for secondary teachers. They may depart from school premises after departure of the last school bus but not prior to 4:00 P.M., for elementary teachers, and 3:40 P.M. for secondary teachers. The exception to this rule is on Fridays and days preceding holidays and vacations when they shall be free to leave after departure of the last school bus. Employees shall be excused from attendance on days when student attendance is not required due to inclement weather. Employees shall not be required to report more than one-half hour before or remain after their students have left on occasions of amended student attendance hours due to inclement weather. Employees may, on an individual basis, be granted permission by the appropriate school administrator to arrive late and/or depart earlier than the times herein specified for arrival and/or departure, but the denial thereof shall not constitute the basis for the filing of a grievance hereunder.

All employees shall have a twenty minute duty free lunch period. All employees shall have 45 cumulative minutes of planning time per day.

D. Athletic Events Assignments - Compensation

Ticket takers, and pep bus sponsors, certified staff and para-professional will be paid \$20.00 for each varsity, junior varsity or junior high activity (event) assigned and worked. A minimum of 1 assignment and no more than 2 shall be done. If a junior high event precedes two varsity or a junior varsity/varsity game, it shall be considered an event by itself. Compensation may be adjusted at the discretion of the administration for all day tournaments or events. At our first all staff meeting, an alphabet letter will be pulled out of a hat. That is the letter (last name) where the secretary will start assigning events that are not chosen by staff or that are added additions. Employees may

exchange assigned duties with para-professionals, associates, or other individuals who volunteer to work that event and who are pre-approved by the building principal.

MORE THAN 7 PERIODS OF ASSIGNED DUTIES

Any employee teaching on the junior and/or senior high level who has more than seven (7) periods of assigned duties per day during the entire school year shall receive as additional annual compensation for each additional period of assigned duties a sum equivalent to 12.5% of his or her base salary as calculated from Schedule D (step/lane) for that school year. An employee teaching on the junior and/or senior high level who has more than seven (7) periods of assigned duties per day for one semester only shall receive as additional annual compensation for each additional period of assigned duties over and above the normal load of seven (7) a sum equivalent to 6.25% of his or her base salary as calculated from Schedule D (step/lane) for that school year.

Any employee teaching on the elementary level who is requested by the administration under extenuating circumstances to fill an additional position and/or undertake additional duties during the school day for an extended period of time of more than one school day shall receive additional per diem compensation, This per diem com annual equivalent of 12.5% of his or her base salary as calculated from Schedule D (step/lane) for that school year.

Any employee who is asked to teach any class before or after the regular school day (0 hour or 9th hour class) and any elementary employee who is asked to fill an additional position or undertake additional duties shall have the right to refuse the request,

Any employee who is asked to teach any class before or after the regular school day (for example, a 0 hour or 9th hour class) shall have the right to refuse the request.

Dual Credit Classes

Any employee teaching a dual credit class (both college and high school credit) will receive additional compensation in the amount of \$400 per class taught per semester.

Teachers may leave their building without requesting permission during their duty-free lunch periods.

Insurance

A. Health and Major Medical

The District shall provide each employee 99% single coverage insurance policy. Employees may elect to take additional coverage and pay for the costs associated with the additional coverage. Payment for additional costs will be done through payroll

deduction.

B. Workmen's Compensation

All employees are covered fully by the Workmen's Compensation Policy which is paid for and in force for the District.

C. Long Term Disability

The Board shall pay for the full cost of a long term disability Program for professional employees.

Grievance Procedure

If an employee claims a Board policy, or an administrative rule has been violated, within 5 days of the alleged violation the individual shall first discuss the complaint with his or her immediate supervisor. If the complaint is unresolved at the supervisory level, the employee shall discuss the complaint with the building principal. If the complaint is not resolved, the employee shall next place the complaint in writing within 5 days of the discussion with the principal, and discuss it with the superintendent. If the complaint continues ten (10) days following the discussion with the superintendent, the employee may ask to place the item on the agenda of the next regular meeting of the board of directors. The decision of the board shall be final. The purpose of this procedure is to resolve all complaints at the lowest possible administrative level.