



# JOLIET SCHOOL

## Employee Handbook

### Classified Personnel 2019-20

JOLIET SCHOOL DISTRICT #7  
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# **INDEX**

<b>PREFACE</b>	<b>3</b>
<b>CLASSIFIED PERSONNEL</b>	<b>3</b>
Mission Statement	3
<b>BOARD POLICY</b>	<b>3</b>
<b>SCHOOL ORGANIZATION</b>	<b>4</b>
<b>PAY DAYS</b>	<b>4</b>
<b>EMPLOYMENT PROCEDURES</b>	<b>4</b>
<b>EVALUATION</b>	<b>5</b>
<b>BENEFITS</b>	<b>5</b>
<b>HOLIDAYS</b>	<b>5</b>
<b>LEAVES OF ABSENCE</b>	<b>6</b>
Sick/Family Leave	6
Vacation	6
Family Leave	8
Military Leave	9
Professional Leave	9
School-Related Leave	9
<b>EMPLOYEE RESPONSIBILITIES</b>	<b>9</b>
Staff Meetings	9
Student Supervision	9
Work Day	9
Purchasing Procedures	9
Charge Cards	10
Reimbursement	10
Accidents	10
Fire/Disaster Drills	10
Fire Alarm Drill	10
Disaster Drill	10
Equipment Maintenance	11
Public Communications	11
Year-End Responsibilities	11
Medication	11
Sexual Harassment/Sexual Intimidation in the Workplace	11

Bullying	12
PARTICIPATION IN	13
<b>STATE OF MONTANA RETIREMENT SYSTEMS</b>	<b>13</b>
TRS Membership of Teaching Aides	13
Montana Public Employees Retirement Association (MPERA) formerly Public Employees' Retirement System (PERS)	13

## **PREFACE**

The material covered within this classified staff handbook is intended as a method of communicating to employees regarding general district information, rules, and regulations and is not intended to either enlarge or diminish any Board policy or administrative regulation. Material contained herein may, therefore, be superseded by such Board policy, administrative regulation, or changes in state or federal law.

Any information contained in this handbook is subject to unilateral revision or elimination, from time to time, without notice.

No information in this document shall be viewed as an offer, expressed or implied, or as a guarantee of any employment of any duration.

Equal employment opportunity and treatment shall be practiced by the district regardless of race, color, national origin, religion, sex, age, marital status, and disability, if the employee, with or without reasonable accommodation, is able to perform the essential functions of the position.

## **CLASSIFIED PERSONNEL**

### **Mission Statement**

The Joliet Public School in partnership with home and community is committed to developing upstanding responsible citizens, lifelong learners, and independent thinkers who can effectively navigate their futures and reach their academic and personal potential.

### **BOARD POLICY**

Copies of the Board Policies have become long and cumbersome documents because of legal recommendations. Copies of the policies are kept in the business office and online through our school website and can be easily accessed.

## **SCHOOL ORGANIZATION**

The school district is organized from employee, to supervisor, to principal, to superintendent, to the Board of Trustees. This chain of command should be adhered to as a matter of practice.

## **PAY DAYS**

Pay days shall be on the 10<sup>th</sup> of each month. If the 10<sup>th</sup> falls on a weekend, pay day shall be on the Friday immediately preceding the 10<sup>th</sup> of each month. You will be given access to Frontline: Time and Attendance program. Upon arrival/departure, you will log in/out at the time/clock computer located near clerks office. Printed time sheets shall be due in the business office on the 1<sup>st</sup> of each month.

## **EMPLOYMENT PROCEDURES**

The Fair Labor Standards Act is the guideline for employment by Joliet Public Schools. The immediate supervisor will set regular working hours for all classified staff. Classified staff members are not to work before, beyond, or outside their established working hours and are not to work overtime without prior authorization from the superintendent. All time sheets must be a true reflection of all time worked, whether it is more or less than regularly scheduled work hours.

Overtime is defined as time worked over 40 hours in one week. Sick, holiday, or vacation leave is not considered time worked. A week is defined as seven consecutive days usually covering Sunday through Saturday. A special work week definition for particular employees, such as Monday through Sunday, may be established by the superintendent/supervisor to fit the needs of the District.

Each employee is entitled to an uncompensated duty-free lunch period. Employees should plan a work schedule with their supervisor that includes a lunch break. Employees may be granted a 10-15 minute break once during their shift, to be worked out with the direct supervisor.

All classified employees shall be employed under annual contracts of a specified term within the meaning of 39-2-912 MCA. Such employees shall not have an expectation of continued employment from year to year and contracts of the employment may be renewed or non-renewed during the summer of each year at the district's sole discretion. Employees will be given 48 hours notice of when and where the board meeting will take place that deals with the contract renewal/non-renewal.

The district reserves the right to change employment conditions affecting the employee's duties, assignment, supervisor or grade.

Based on a recommendation of the superintendent, the Board shall determine the salary and wages for classified personnel. Any monetary adjustment in salaries will be based on performance, longevity and job responsibilities.

All employees hired will be placed on a 6-month probationary period starting from the first date of permanent employment.

All permanent employees will be offered a contract that expires on June 30<sup>th</sup> of the current fiscal year. The employee may be renewed by the Board of Trustees prior to July 1<sup>st</sup> of the following fiscal year.

All employees must provide current W-4 forms.

### **EVALUATION**

Each classified employee will have an annual evaluation completed by the building administrator. All employees will be provided with a supervision authority sheet at the beginning of each year, developed by the superintendent, that states the administrator responsible for the evaluation. Employees will be given the opportunity to respond to these evaluations.

### **BENEFITS**

Employees who work 40-40+ hours per week: District contributes up to \$1,268 per month for health insurance.

Employees who work 30-39.99 hours per week: District contributes up to \$353.00 per month for health insurance.

Employees who work less than 30 hours per week are not eligible for health insurance benefits. Additional coverage for family may be secured at the employee's expense. The health benefit is optional, but if the employee is enrolled, they must participate in the package with the carrier the district has chosen.

### **HOLIDAYS**

All employees must work the day before and the day after a holiday or be on paid vacation or sick leave status to be eligible for holiday pay.

Permanent employees (12-months per year/8 hours per day) normally working 2,080 hours per year, as well as permanent part-time employees working less than 12 months per year, shall be eligible for the following paid holidays:

Independence Day

Christmas Day

New Year's Day

Labor Day

Thanksgiving Day

Memorial Day

\*\* In order to receive pay for these holidays, they must fall during the employee's regularly scheduled work year. (Example: a nine-month employee who works only during the school year would not receive holiday pay for Independence Day; they may or

may not receive holiday pay for Memorial Day depending whether or not it falls within the school year.)

## **LEAVES OF ABSENCE**

### **Sick/Family Leave**

For classified staff, "sick leave" means a leave of absence, with pay, for a sickness suffered by an employee or his or her immediate family.

"Immediate family" shall mean the employee's spouse and children.

Classified employees shall be granted sick leave benefits in accordance with § 2-18-618, MCA.

Sick leave hours earned will be credited at the end of each pay period.

Employees are not entitled to be paid sick leave until they have been continuously employed for ninety (90) days.

An employee may not accrue sick leave while on a leave without pay status.

An employee who terminates employment with Joliet Schools is entitled to a lump-sum payment equal to one-fourth (1/4) of the pay attributed to the accumulated sick leave. The pay attributed to the accumulated sick leave shall be computed on the basis of the employee's salary or wage at the time he/she terminates employment with Joliet Schools.

### **Abuse of sick leave is cause for dismissal and forfeiture of the lump-sum payment for unused sick leave.**

If an employee has exhausted all accrued sick leave credits; he/she may use unused vacation leave hours. As provided in 2-18-615, MCA, "absence from employment by reason of illness shall not be chargeable against unused vacation leave credits unless approved by the employee."

Please notify your Administrator for securing a substitute. Any leave must be entered on the employee's electronic timecard and approved by his/her immediate supervisor upon return to work after an absence.

### **Vacation**

"Vacation leave" means, as provided in 2-18-601, MCA, "a leave of absence with pay for the purpose of rest, relaxation, or personal business at the request of the employee and with the concurrence of the employer."

"Vacation leave credits" means the earned number of vacation hours an employee is eligible to use upon completion of the qualifying period.

(A). In accordance with 2-18-611, MCA, all permanent, seasonal, and temporary employees are eligible to earn vacation leave credits. A short-term worker, as defined in 2-18-101, MCA, does not earn leave or time toward the rate earned.

(B) An employee must be continuously employed for the qualifying period of 6 calendar months to be eligible to take any vacation leave with pay or receive cash compensation upon termination for vacation leave. Unless there is a break in service, an employee is only required to serve the qualifying period once. After a break in service, an employee must again complete the qualifying period to be eligible to use annual vacation leave.

(C) Annual vacation leave credits accrue from the first day of employment. Leave credits may not be advanced nor may leave be taken retroactively. For calculating vacation leave credits, 2,080 hours (52 weeks x 40 hours) shall equal one (1) year. Vacation leave credits earned shall be credited at the end of each pay period. Permanent part-time employees are entitled to pro-rated annual vacation benefits if they have worked the qualifying period of six (6) calendar months.

Vacation leave credits are earned at a yearly rate calculated in accordance with the following schedule, which applies to the total years of an employee's employment with Joliet Public Schools, whether the employment is continuous or not:

<u>Years of Employment</u>	<u>Working Days Credit</u>
1 day through 10 years	15 days
10 years through 15 years	18 days
15 years through 20 years	21 days
20 years or more	24 days

Part-time permanent employees shall earn vacation credits prorated on a time worked basis.

As provided in 2-18-611, MCA, "an employee may not accrue annual vacation leave credits while in a leave-without-pay status."

An employee of a school district, a school at a state institution, or the university system must be credited with 1 year of service if he is employed for an entire academic year.

Only regular hours in a pay status will count as hours worked toward the rate earned. Overtime hours (those in excess of 40 per workweek) will not count toward the rate earned.

An employee's direct administrator must be notified at least two (2) days in advance of vacation leave. Procedures as set forth by the superintendent shall be followed in the need of obtaining a substitute. In extreme cases, when a substitute cannot be obtained, leave may not be granted. Any leave must be entered on the employee's electronic

timecard and approved by his/her immediate supervisor upon return to work after an absence.

*Maximum accrual of vacation leave credits*

In accordance with 2-18-617, MCA, an employee may accumulate two times the total number of annual leave credits the employee is eligible to earn per year, according to the rate earned schedule. Except as provided in this rule, excess vacation leave credits will be forfeited unless the credits are used by the employee within 90 calendar days from the last day of the calendar year in which the excess credits were earned.

If the employing department denies all or any portion of the written request, the excess vacation leave is not forfeited and the employing agency must ensure that the employee may use the excess vacation leave before the end of the calendar year in which the leave would have been forfeited.

In no case may the number of hours of annual leave taken exceed the number of hours the employee is regularly scheduled to work.

Vacation leave taken over a legal holiday may not be charged to an employee's vacation leave for that day.

An employee who terminated his/her employment for reason not reflecting discredit upon himself/herself shall be entitled upon the date of such termination to cash compensation for unused vacation leave, assuming that the employee has worked the qualifying period of six (6) months.

Regular permanent part-time employees who work as temporary extra summer help as custodians, painters, housekeepers, secretaries, clerical workers, or maintenance workers will receive vacation leave accruals for the extra hours they have worked.

**Family Leave**

Permanent full-time employees or permanent part-time employees regularly working at least twenty (20) hours per week shall be afforded a leave of absence in accordance with the Family Medical Leave Act with the following stipulations allowed under this act:

- a. When possible 30 days notice must be given in writing to the superintendent of the intent to take leave.
- b. The employee may exhaust all sick leave during or before the family leave.
- c. Notice of intent to return should be given to the superintendent or building principal within ten (10) days of such return.



### **Military Leave**

Military leave shall be granted pursuant to §10-1-605 MCA.

### **Professional Leave**

Permission must be obtained from the superintendent for attendance at any workshop or conference. The procedure set forth by that supervisor shall be followed in obtaining a substitute. Any leave must be entered on the employee's electronic timecard and approved by his/her immediate supervisor upon return to work after an absence.

### **School-Related Leave**

Any leave must be entered on the employee's electronic timecard and approved by his/her immediate supervisor upon return to work after an absence.

\*Note: Comp time will not be given for any school-related leave.

## **EMPLOYEE RESPONSIBILITIES**

### **Staff Meetings**

Staff meetings will be held from time to time which the employee will be required to attend unless authorized by the building administrator. The time and date will be set by the building administrator. All employees will be compensated for time spent at staff meetings.

### **Student Supervision**

All staff may be required to supervise or direct students at some time. Consider yourself "on duty" at all times, unless you are on break or during lunch. If you see a student in the hallway, lunchroom, or student lounge acting in an inappropriate manner, it is your responsibility to notify an administrator. Classified staff is indirectly responsible for the activities within their assigned areas. If an employee has an assigned duty for a specific event, he/she is expected to be on time.

### **Work Day**

The classified staff work day varies depending on the position. Employees are asked to be on the job and checked in on the time clock, and in their respective areas before the shift is scheduled to begin. Please notify your supervisor if it is necessary to leave the building during your shift. In case of emergency, please notify your direct supervisor, the building principal, or the superintendent.

Work schedules are not to be changed without the permission of the direct supervisor.

### **Purchasing Procedures**

An electronic requisition must be completed and sent to the superintendent for approval. Upon approval, the Business Office will complete an electronic Purchase Order which will be e-mailed to the originator of the requisition or the secretary of the building, who will order said materials.

All orders received will be checked in by the building secretary, who will also provide written notification to the business office indicating that the items have been received and are approved for payment.

### **Charge Cards**

The district has limited open charge accounts. A credit card is available, which may be checked out at the business office, if approved. A receipt must accompany the credit card upon return for any and all expenditures made. If a receipt is not returned with the credit card the charges will become the responsibility of the employee that made the purchase.

### **Reimbursement**

Approval must be obtained from your building principal prior to the purchase of any item, and a receipt must be provided to the business office prior to the reimbursement of any purchase.

### **Accidents**

A physical assessment should be made. If the accident is severe, call the building principal for assistance. If the principal is unavailable, please notify any teacher or supervisor who is available. Ensure that the appropriate physician, emergency room, and ambulance are called if necessary and make sure that the student's parents or other designated adult are notified.

For each accident an "Accident Report" form will need to be completed and returned to the building principal. (These forms can be obtained from the building secretary.)

DO NOT LEAVE AN INJURED STUDENT ALONE.

### **Fire/Disaster Drills**

Fire and disaster drills will be held several times during the school year.

#### **Fire Alarm Drill**

When the fire signal (single constant blast) is heard, all persons are to leave the building in an orderly manner. Students and teachers will leave the building as a class group and remain outside and away from the building until directed to re-enter the building. If any students are assigned to you at that time, make sure they evacuate with you and remain in your care.

#### **Disaster Drill**

When the disaster signal (intermittent blasts) is heard, all persons are to go to the nearest classroom. Teachers will lock the door and remain inside with students until notified to come out. Please be familiar with the disaster and emergency plan of the district.

### **Equipment Maintenance**

All employees are responsible for the proper care and safeguarding of all materials, equipment and facilities which are part of his or her area. This responsibility includes proper control of students and their use of school property. All staff members will practice good housekeeping habits and will insist that students do the same. Building keys should not be given to anyone. No furniture/equipment is to be moved from its assigned area without approval from the building principal.

### **Public Communications**

Notes or letters issued to the public concerning the school must be approved by the building principal before being submitted, this includes social media.

**CONFIDENTIALITY AGREEMENT:** As an employee with the school district, I may have access to student records. Student records contain confidential information protected by the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 C.F.R. 99). Any confidential information contained in student records is to be used exclusively for professional purposes. I understand that the provisions of the Family Educational Rights and Privacy Act may apply to records that I view in the course of my employment/internship with the school district. By signing this agreement, I agree to keep any and all information that I learn about students confidential and will not disclose confidential information obtained from student records.

The terms of this agreement remain in effect during and after my employment with the school district. Violation of the terms of this confidentiality agreement can result in termination of employment with the school district or other forms of discipline the district deems appropriate under the circumstances.

### **Year-End Responsibilities**

At the close of the school term, school-year-only employees will be held responsible to their respective supervisors for the following items: inventory, school keys, list of repairs, and a cleaned and organized work area.

### **Medication**

No medication shall be administered by any school personnel except with the written orders of a physician or written parental permission, together with authorization by the building principal. Medication may be distributed only by the secretaries or building administrators.

### **Sexual Harassment/Sexual Intimidation in the Workplace**

The District shall do everything in its power to provide employees an environment free of unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct, or communications constituting sexual harassment, as defined and otherwise prohibited by state and federal law. District employees shall not make sexual advances or request sexual favors or engage in any conduct of a sexual nature, when:

- 1) Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
- 2) Submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting such individual; or
- 3) Such conduct has the purpose or effect of substantially interfering with the work performance, or creating an intimidating, hostile, or offensive working environment.

Sexual harassment prohibited by this policy includes verbal or physical conduct. The terms "intimidating," "hostile," or "offensive" include, but are not limited to, conduct which has the effect of humiliation, embarrassment, or discomfort. Sexual harassment will be evaluated in the light of all of the circumstances. A violation of this policy may result in discipline, up to and including discharge. Any person making a knowingly false accusation regarding sexual harassment will likewise be subject to disciplinary action, up to and including discharge. Aggrieved persons who feel comfortable doing so, should directly inform the person engaging in sexually harassing conduct or communication that such conduct or communication is offensive and must stop.

Employees who believe they have been sexually harassed or intimidated should contact the Title IX Coordinator or an administrator who will assist them in filing a complaint. An individual with a complaint alleging a violation of this policy shall follow the Uniform Grievance Procedure, as outlined in Board Policy.

### **Bullying**

All classified or paraprofessional employees are responsible for recognizing and reporting any suspicious bullying behavior to their supervisor or the school Superintendent. Any behavior witnessed (see below) against a student by other employees, coaches, teachers or students must be reported.

"Bullying" means any harassment, intimidation, hazing, or threatening, insulting, or demeaning gesture or physical contact, including any intentional written, verbal, or electronic communication or threat directed against a student that is **persistent, severe, or repeated** and that:

- a) Causes a student physical harm, damages a student's property or places a student in reasonable fear of harm to the student or the student's property;
- b) Creates a hostile environment by interfering with or denying a student's access to an educational opportunity or benefit, or
- c) Substantially and materially disrupts the orderly operation of a school.

The term includes retaliation against a victim or witness who reports information about an act of bullying and includes acts of hazing associated with athletics or school-sponsored organizations or groups.

**PARTICIPATION IN  
STATE OF MONTANA RETIREMENT SYSTEMS**

**TRS Membership of Teaching Aides**

Teachers' assistants employed after July 1, 1989 are required to participate in TRS (Teachers' Retirement System) provided:

He/she is employed in an instructional service capacity for at least 3.5 hours per day; and is employed for at least 210 hours during the school year.

A teacher's assistant will be considered to be in an instructional service capacity if he/she is assisting a certified teacher in the education and instruction of students in the regular curriculum of the institution.

This retirement benefit is paid with contributions from both the employer and the employee.

Refer to the TRS Handbook for more detailed information.

**Montana Public Employees Retirement Association (MPERA) formerly  
Public Employees' Retirement System (PERS)**

All non-instructional permanent employees who work at least 960 hours per fiscal year are required to participate in MPERA. Those who work less than 960 hours per year are given the option to participate.

This retirement benefit is paid with contributions from both the employer and the employee. *Refer to your MPERA Handbook for more detailed information.*