

Aides Employee Handbook 2019-2020

SECTION 1 INTRODUCTION

A. Applicability

This Employee Handbook will apply to all full time and part time aides. It does not apply to other non-licensed employees, licensed employees, the superintendent, principals or any substitute employees.

B. Effect of Employee Handbook

This Employee Handbook is not intended to imply any contract of employment or any contractual rights. This Employee Handbook manual does not represent a contractual obligation on the part of the Central DeWitt Community School District or its duly authorized representatives. It is each employee's responsibility to become familiar with the policies and procedures of this organization.

This Employee Handbook will be maintained solely by the District. The Board of Directors of the Central DeWitt Community School District and/or the District's administration has the ability to interpret and imply provisions of the Employee Handbook.

C. Effective Dates

This Employee Handbook will be effective upon being approved or accepted by the Board of Directors of the Central DeWitt Community School District or its duly authorized representatives. It will be in effect for the duration of the work year in which it was approved, unless it is modified using appropriate procedures, including providing notice to all employees covered by this Employee Handbook.

D. Savings Clause

Should any section or language of this Employee Handbook be declared illegal by a court of competent jurisdiction, then that section or language will be deleted from this Employee Handbook to the extent that it violates the law. The remaining sections and language will remain in full force and effect.

E. Definitions

1. The term "Board", as used in this handbook, will mean the Board of Directors of the Central DeWitt Community School District or its duly authorized representatives
2. The term "District", as used in this handbook, will mean the Central DeWitt Community School District.
3. The term "employee", as used in this handbook, will mean all full time and part time aides. The term will not mean other non-licensed employees, licensed employees, the superintendent, principals or any substitute employees.

SECTION 2 UNION RIGHTS

The Union shall have the right to hold meetings on school district property after regular school hours, provided that such meetings in no way interfere with any aspect of the instructional or activity program. Any out-of-pocket expenses to the district resulting from such meetings will be borne by the Union, as appropriate, and within the provisions of school district policy. Such meetings will be scheduled with the building principal where they shall be held and subject to his/her approval. The Union shall be provided with bulletin board space in each school.

SECTION 3 GRIEVANCE PROCEDURE

A. Purpose

The purpose of this procedure is to provide a prompt, orderly method for securing, at the lowest possible level, an equitable solution to grievances. The parties agree that grievance proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.

B. Definition

A grievance is defined as a claim by an employee that there has been a misinterpretation or misapplication of this handbook.

C. Any grievance shall be processed in the following manner:

Level One – An employee shall first discuss the grievance with the employee's immediate superior, either by the employee or in the company of another employee selected by the employee, with the objective of resolving the grievance informally.

Level Two – If the employee is not satisfied with the disposition made at Level One, or if no disposition is made within five (5) days after the discussion, the employee may file the grievance in writing with the employee's immediate superior. The immediate superior shall, within five (5) school days after receiving the written grievance, give the employee the written answer.

Level Three - If the employee is not satisfied with the disposition as evidenced by the written answer, the employee may appeal such disposition to the Superintendent within fifteen (15) days. The Superintendent shall, within five (5) school days after receipt of the grievance, meet with the employee and the employee's representative and such other persons as the Superintendent has designated to consider the grievance. Within four (4) school days after such meeting, the Superintendent or representative shall give the employee a written disposition of the grievance if settlement was agreed upon or, if not, the Superintendent's answer to the grievance.

SECTION 4 LEAVES

A. Personal Illness

All employees shall have sick leave any time after the employee has reported for duty. Fifteen (15) days sick leave will be allowed during the first and subsequent years of employment. Employees may use up to ten (10) days sick leave per year for illness in immediate family. Immediate family is defined as spouse, dependent children, parents, and legal dependent family members. Employees hired after June 30, 2011 may use up to five (5) days per year for illness in the immediate family. Any unused days of sick leave in any one year

shall be credited for use in subsequent years with a maximum of one hundred forty (140) days so accumulated. Employees hired after June 30, 2011, shall accumulate to a maximum of ninety (90) days. The Board reserves the right to request an acceptable certificate of absence signed by principal or a physician and countersigned by the Superintendent. If an employee is unable to report for duty on the first day of the new contract, and has no accumulated sick leave on which to draw, compensation for sick leave will not be allowed under the new contract until the employee does report, whereupon it will become retroactive.

B. Funeral Leave

In the case of the death of the employee's immediate family (spouse, child, step-child, adopted child, father, mother, spouse's parents) the employee may be granted by the Superintendent or designee up to three (3) days for the purpose of attending the funeral. Two (2) days may be granted to attend the funeral of a brother or sister and one (1) day may be granted to attend the funeral for a grandparent, grandchild, son-in-law, daughter-in-law, uncle or aunt. The employee shall receive no deduction for the days granted. If additional days are needed, then good cause leave without pay may be granted.

In case of the death of any other relative or person of unusually close personal relationship, up to one (1) day of absence shall be allowed. The Superintendent or designated representative shall have the power to extend the above provisions in any specific instance. These provisions apply to all regular employees of the Board of Education who are paid on an annual, monthly, or hourly basis.

In the event of the death of an employee or student in the Central DeWitt Community School District, the Superintendent, Principal or immediate supervisor shall grant employees sufficient time to attend the funeral. The Superintendent/designee may extend the above provisions.

C. Personal Leave

All employees will be provided a total of three (3) days of personal leave per fiscal year without loss of salary or benefits. Personal leave does not accumulate.

D. Military Leave

The District shall comply with federal and state laws and regulations.

E. Jury Duty

In the absence of extraordinary circumstances, employees may be excused for jury duty with the permission of the Superintendent or his/her designated representative. No deduction from compensation will be made during the term of jury service, provided, however, that all jury fees received by the employee shall be turned over to the school district. Employees are excused from jury duty by law on request.

F. Leave for Political Purposes

The Board recognizes the right of its employees to seek, serve, and hold public office. The Board also recognizes that district funds should not be used for non-educational activities. Employees wishing to seek, serve, or hold public office (local, state, or national) may request leave of absence through the office of the Superintendent or to the Board for decision. Absences for such leaves shall be deducted at the per diem rate of the contract. Leaves granted by the Board shall not interrupt the placement of the employee on the salary schedule and/or other fringe benefits to which the employee is entitled. Requests should be submitted well in advance of the anticipated leave.

G. Good Cause Leave

The Superintendent may grant a leave of absence with or without pay for good cause.

H. Family Medical Leave

Employees are entitled to family medical leave to the same extent and subject to the same terms and conditions as set forth in the Family Medical Leave Act of 1993 and the regulations implementing the Act. No provision of the Act is diminished by the inclusion of this provision in this contract nor are the pre-existing family or medical leave provision of this contract diminished by the inclusion of this provision in this contract.

I. Union Leave

Up to five (5) days of unpaid leave per year shall be available for union representatives to attend conferences, conventions, or other activities of the local, state, and nationally affiliated organizations. The employee to be absent will give at least five (5) school days prior notification to his/her supervisor and superintendent or his/her designee. The Superintendent/designee shall have the authority to extend the union leave upon the request of the employee on leave.

SECTION 5 TRANSFERS

A. Definition

A transfer is defined as the movement of an employee to a different building.

B. Notification of Vacancies

When a job opening occurs, it shall be posted for a period of at least five (5) days in all buildings that has employees stationed. The notice of such openings shall include the job qualifications deemed necessary for the position. When an opening occurs during the summer a list of openings will be provided to the employee upon request from the employee to the central office.

C. Filing Requests

Employees who desire a transfer must file a written statement to the Superintendent specifying the nature of the transfer. The Superintendent/designee shall determine each employee's qualifications of the opening and shall consider training, skill, and performance. In the event more than one employee is substantially equal in training, skill, and performance, the position shall be filled on the basis of seniority.

D. Involuntary Transfer

The District reserves the right to assign employees as needed.

SECTION 6 EVALUATION

The District shall have the responsibility to establish evaluation criteria and the evaluation instrument to evaluate employees. Within three (3) weeks after the beginning of the school term, the administration shall advise the employees of the evaluation procedures and instrument to be used. No formal evaluation will take place until such orientation has been given. If an employee is employed to begin work after the start of the school term, the three (3) weeks stated above will commence on the first day of the employment. The evaluator shall meet and provide a written copy of the evaluation. If the employee disagrees with the written evaluation, the employee may submit a written reaction within five (5) school days of receipt of the written evaluation. The written reaction shall be attached to the file copy of the evaluation. Both parties must sign the evaluation and reaction.

SECTION 7 REDUCTION IN FORCE

In the event the District determines that employees should be laid off, the following procedures will be followed:

- A. Layoffs - Employees will be laid off in order of the least senior first in the following categories:
 1. Teacher Aides - Regular Education
 2. Teacher Aides - Special Education
 3. Library Aides
 4. Office Aides
 5. Transportation Aides

Employees assigned as an IEP aide for a specific special education student are not considered to be in either category as listed above. IEP employees assigned to a particular student will terminate employment at the time their particular student is no longer attending school. However, an IEP employee shall have recall rights for a period not to exceed 2 years into the next available special education vacancy provided the recalled employee meets the qualifications of the job as determined by the District.

- B. Recall - Laid off employees shall be recalled within the categories set forth above in the reverse order of layoff, provided the recalled employee meets the qualifications of the job as determined by the District. A recall notice shall be sent via certified mail. Employees shall

retain recall rights for a period of one (1) year from the date of notice of the layoff. If an employee fails to notify the District of a change of address or fails within five (5) days of receipt of notice of recall to advise the District of the employee's desire and availability to return to work, any recall rights shall terminate.

- C. Seniority - Seniority is defined as the length of service by an employee as an aide in the District. The District shall provide a seniority list to the Union by February 1.

SECTION 8 INSURANCE

Employees working twenty (20) or more hours per normal week may purchase, at the employee's expense, group health insurance.

SECTION 9 PAID HOLIDAYS

All employees shall be eligible for the following holidays: Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, and Good Friday. Reportable hours for each holiday shall be those in effect contractually at the time the holiday occurs. To be eligible for any paid holiday, the employee must work the immediate workday before and after the holiday or have an approved absence with pay according to the Board leave policy. Special education employees assigned to an individual student shall not lose holiday pay in the event of illness of their assigned student.

SECTION 10 HEALTH PROVISIONS

A. Safety Provisions

The District shall provide and maintain a safe place of employment. All employees shall attempt in the course of performing the duties associated with their employment to be alert to unsafe practices, equipment or conditions and to report any such unsafe practices, equipment or conditions to their immediate supervisor.

B. Physical Examination

Employees shall have a physical examination upon initial employment. The District shall pay up to \$50.00 for the examination. The employee shall submit the cost of the physical examination to their insurance carrier and the District will reimburse the employee up to a maximum of \$50.00 toward their actual costs of the physical.

SECTION 11 SALARY SCHEDULE

Step 1 \$13.10

The rates in this schedule shall be applied to the first forty (40) hours in each work week. Overtime compensation shall be at one and one-half (1-1/2) times the base rate, except that time worked on Sundays and holidays shall be at two (2) times the base rate. Overtime shall be paid according to the provisions of the Fair Labor Standards Act. If a one on one special education student is absent, the employee assigned to that student will not be paid for that day and should not report to work. However, if the employee is not notified that the student is absent and reports to work, the employee shall be paid two (2) hours of pay if two (2) hours of work is performed.

SECTION 12 ORIENTATION OF EMPLOYEES

New employees and employees in new positions will be provided with orientation and on the job training that is appropriate to the requirements of their assignments, taking into consideration their previous training and experience as determined by the District.

EMPLOYEE ACKNOWLEDGEMENT FORM

This employee handbook describes important information about employment with the Central DeWitt Community School District. Since the information, policies, and benefits described herein are necessarily subject to change, I acknowledge that revisions may occur and that such changes will be communicated to me through official notices. Only the Board of Directors of the Central DeWitt Community School District has the ability to adopt any revisions to this handbook.

I acknowledge this handbook is neither a contract of employment nor a legal document. I have received the handbook and I understand it is my responsibility to read and comply with the provisions of this handbook and any revisions made to it.

Employee Name (Printed)

Employee Signature

Date