

Classified Reference Handbook

Bering Strait School District

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Introduction

The purpose of this manual is to explain the policies and procedures for classified employees and to ensure that classified employees are treated in a fair and equal manner regardless of location. Classified employees should read and become familiar with this manual and the [School Board Policies](#).

All employees, upon hire, will be given a copy of this manual. This manual will also be posted on the Bering Strait School District's website and available to all employees.

The Bering Strait School District

The Bering Strait School District extends over 50,000 square miles. There are 15 different schools within the district as well as the Northwest Alaska Career and Technical Education Center (NACTEC), located in Nome. The District Office is located in Unalakleet.

The classified employees in each community are vital to the successful day-to-day operations of BSSD. The classified employees serve the district in a variety of capacities, from instructional to office managerial to business and more. Each employee contributes their own expertise to meet the needs of the students within the district. The classified employees constitute the sustainable advocacy for a well-rounded and relevant education.

The Classified Reference Manual is a resource document that explains the benefits and professional expectations of classified employees within BSSD.

Definitions of Terms

Unless the context requires otherwise, the definitions in this section govern the interpretation of this manual.

Class or Class Position: means one or more positions with similar duties and responsibilities, degree of supervision assigned or received, and entrance requirements. The same requirements as to education, experience, knowledge, and ability may be demanded of applicants, the same tests of fitness may be used to apply with equality to all positions in the class.

Classified Employee: means all non-certificated employees.

Full Monthly Pay Period: means a semi-monthly pay period during which an employee is on pay status for not less than 15 working days.

Highly Qualified Status: means an employee hired to an educational aide position in a Title I School who meets the qualifications set by the State of Alaska Department of Education and Early Development. These employees have either earned an Associate's degree or higher, or 48 semester post-secondary credits, or they have passed the ParaPro Assessment. References: [4 AAC 04.220](#) and [Alaska Department of Education & Early Development](#). See Appendix A for the [Instructional Paraprofessional Requirements Information Sheet](#).

Immediate Family: means spouse/partner, child, parent, sibling, grandparents, grandchildren, or anyone living in the employee's household.

Interim Employment: means a temporary employee who is filling in during the timeframe in while the position is vacant.

Organizational Unit: means a school or a division under the supervision of an administrator assigned by the Superintendent or his/her designee.

Pay Status: means a day during which an employee works, is on paid leave, or is on paid holiday.

Permanent Employee: means an employee, other than a probationary employee, who occupies a permanent classified position.

Performance Evaluation: means the periodic appraisal, in writing, on forms prescribed, of an employee's work performance.

Position: means a situation of employment in the District composed of specific duties and requiring full-time or part-time services.

Probationary Employee: means an employee who has been hired by the District to a position in which, following a probationary period, may become permanent is in a training and initial evaluation program. This may be for an initial period not to exceed 90 calendar days, unless the supervisor recommends to the Superintendent an extension to the probationary period.

Promotion: means the change of an employee from a position in one class to a position in another class (with a higher salary range).

State: means the State of Alaska.

Substitution Appointment: means an appointment made to a position which is to be vacant for longer than one (1) month because of an authorized leave of absence where the incumbent has reinstatement rights.

Supervisor: means an employee duly authorized to direct the work of subordinate employees.

Temporary Worker: means an employee whose position with the District is only temporary or seasonal, not a *permanent* position. The exception is the Special Ed Aide 1:1 positions; these positions are eligible for benefits after a positive 90-day evaluation, however the position is still deemed temporary based on the student with whom they are linked.

Employment Policies

Equal Employment Opportunity

The School Board fully subscribes to the principle of the dignity of all persons and of their labors and will take affirmative action to ensure that applicants are employed and promoted without regard to their race, color, religion, sex (including pregnancy, transgender status, and sexual orientation), national origin, age, disability or genetic information, in accordance with the [Equal Employment Opportunity Commission](#) and all applicable Federal and/or State rules and regulations which apply to R.E.A.A.'s in the State of Alaska. Every opportunity will be taken to assure that each applicant for a position is selected on the basis of qualifications, merit, and ability.

No person applying for a position in the District shall be asked to state his/her religious or political affiliation.

[**BP4030**](#): The district and its employees shall not lawfully discriminate against or harass employees or job applicants on the basis of sex, race, color, religion, national origin, ancestry, age, marital status, changes in marital status, pregnancy, parenthood, physical or mental disability, Vietnam era veteran status, genetic information, or good faith reporting to the board on a matter of public concern.

Non-discrimination

The Bering Strait School District affirms that no person shall, on the basis of race, color, religion, sex (including pregnancy, transgender status, and sexual orientation), national origin, age, disability or genetic information be excluded from participation in, be denied benefits of, or otherwise subjected to discrimination under any education program or activity in the District consistent with Title IX/Section 504 of the Education Amendments of 1972, Title VII of the Civil Rights Act of 1964, Americans with Disabilities Act of 1992, and [Alaska Statute 18.80.220](#).

Advertisement of Positions

Except for temporary positions and substitute appointments, all position openings shall be advertised **first to current employees for a period of not more than five (5) days and then if the position is still vacant, it will be advertised both in-district and out of district** via public media in the village where the vacancy occurs for a period of not less than 14 days. Advertisements will be posted in at least two public places (i.e., the post office, school, and village stores). Under emergency conditions, interim appointments to permanent positions may be made pending expiration of the advertisement period. If such interim appointment is made, all applications received during the advertisement period shall be considered prior to making a permanent appointment. Persons in interim appointment may or may not be applicants for positions.

A copy of the advertisement must be filed with the Director of Human Resources.
The advertisement will state: Bering Strait School District is an equal opportunity employer.

Application Procedure

To be considered as an applicant for a classified position, a candidate must complete a written application using the approved form provided by the Bering Strait School District. A background check will be performed on all candidates who have applied. Application forms can be obtained from the principal of the local school or requested by emailing hr@bssd.org.

When a position becomes vacant and is approved for continuation, the principal and/or supervisor will review all applications on file at the expiration date of the 5-day posting and the 14-day posting period, if necessary. The principal and/or supervisor will select the best applicant(s) to be interviewed.

Following interviews, the principal and/or supervisor will forward the recommendation in a written statement to the Director of Human Resources. The written statement shall include the name of the person and the qualifications this person possesses for the position and the hire date. The recommendation will be provided to the Superintendent to review for recommendation for appointment.

Appointments

Only the Superintendent or their designee can recommend an individual to be considered for appointment by the Bering Strait School District's Board of Education.

Upon official action by the School Board, the Superintendent or designee shall notify the appropriate principal and/or supervisor of the acceptance for appointment or rejection of the candidate. The official probationary period, pending school board approval, will begin retroactive to the date of hire. No principal and/or supervisor can appoint or promise approval of appointment of a candidate. See [BP 4212](#).

Probationary Period

Each employee new to a permanent position shall be subject to an initial probationary period not to exceed 90 calendar days, unless the supervisor recommends to the Superintendent an extension to the probationary period. At the end of the probationary period, the employee will be evaluated utilizing the Classified Performance Evaluation Report.

At the end of the initial probationary period, an employee with an approved performance evaluation of "Requires Improvement" shall be terminated or, at the discretion of the supervisor, an employee with a "Requires Improvement" evaluation may be granted an

extended probationary period not to exceed 90 calendar days. An employee can be terminated at any point during the probationary period for reasonable cause.

If at the end of the extended probationary period, an employee with an approved performance evaluation of “Meets Standard” or “Exceeds Standard,” the employee may remain, or otherwise the employee shall be terminated.

Discretionary Appointment

The Superintendent or designee may appoint an employee above the step for which he/she normally would qualify if, in the judgment of the Superintendent or their designee, the employee’s work experience or qualifications merit advance placement on the salary schedule.

Reappointment

An employee who is reappointed to a position after an employment separation or after having served in a different position may, at the discretion of the Superintendent or their designee, be reinstated at the same placement on the salary schedule as previously held.

Promotion

All other things being equal, current permanent classified employees shall be given consideration in filling a vacant position if the position is at a higher classification than that currently held by the employee.

A promoted employee shall be placed on the salary schedule so that there will be no reduction in the rate of pay. The promoted employee will undergo a 90-day probationary period.

Demotion

The Superintendent may dismiss, suspend, demote, or otherwise discipline a classified employee for cause, or any other basis as set forth in [BP 4218](#).

Separation from Employment

1) Retirement

Except as otherwise provided in these rules, a classified employee covered by the Public Employees’ Retirement System or Teachers’ Retirement System, is eligible for retirement as provided by the Retirement System. An employee must notify the Superintendent or their designee in writing **no later** than 30 days prior to the date of

separation. It is the responsibility of the classified employee to initiate contact with the State of Alaska Retirement system.

2) Resignation

An employee may resign from the District by presenting a resignation in writing to their supervisor. An employee shall not be considered to have resigned in good standing if he/she fails to give their supervisor at least 14 calendar days written notice. A copy of the resignation shall be supplied by the supervisor to the Superintendent or their designee. The Superintendent or designee may make such investigation as he/she deems warranted for the purpose of verifying the facts given as reason(s) for the resignation.

3) Termination

Employment termination occurs when:

- a) The services of a temporary employee are no longer needed by the District;
- b) A new employee is not continued at the end of the probationary period;
- c) A permanent employee is dismissed.

Prohibitions and Penalties

Securing of Position: No classified employee shall give, render, pay, offer, solicit, or accept any money, service, or other valuable things in connection with any appointment, any promotion, or any advantage in a classified position.

Non-discrimination Practices: BSSD and its employees adhere to Title VII of the Civil Rights Act of 1964, which prohibits employment discrimination on the basis of race, color, national origin, sex, and religion; and the Age Discrimination in Employment Act of 1967, which prohibits employment discrimination on the basis of age. In addition, Titles I and II of the Americans with Disabilities Act prohibit discrimination on the basis of disability. See [Alaska Statute 18.80.220](#).

Fraud: No classified employee or applicant for a classified position shall make false statements, certifications, appointments, or evaluations under any provision of the personnel rules or in any manner commit fraud preventing the impartial execution of the personnel rules. Reference [BP 4119.21/4219.21/4319](#)

Rights of Others: No classified employee shall defeat, deceive, or obstruct a person in his/her right to examination, eligibility, certification, appointment, or promotion under these rules.

Information from Applicant: No classified employee shall request or suggest that an applicant for classified employment provide information concerning the applicant's religious, opinion, their ancestry, their membership in fraternal organizations, their

political convictions, or their ethnic origin, and all protected classes as defined by the [Equal Employment Opportunity Commission](#).

Outside Employment: No classified employee shall engage in or accept private employment, or render services for private interest when such employment or service is incompatible with the proper discharge of his/her official duties. No classified employee shall solicit, negotiate for, or promise to accept employment by, or anything of substantial value from, any person, firm, or company with which he/she or his/her organization's unit is engaged in the transaction of business on behalf of the District or which may be affected by his/her official action.

Investments in Conflict with Official Duties: No classified employee shall invest or hold any investments directly, or indirectly, in any financial business, commercial, or private transaction, which creates a conflict with his/her duties.

Use of Information: No classified employee shall use information peculiarly within his knowledge or purview concerning the property, government, or affairs of the District to advance the financial or other private interests of himself/herself or others.

Gifts of Favors: No classified employee shall be a party to the purchase, or influence the purchase, of goods or services for the use of the District from any person, company, or business in which he/she has substantial financial interest unless approved in advance by the Board.

Conflict of Interests: No classified employee shall engage in any business or transaction or shall own a financial or other private interest, direct or indirect, which is in conflict with the proper discharge of his/her official duties.

Code of Ethics: All employees will abide by the District's code of ethics as described in the [Board Policy 4119.21/4219.21/4319](#).

Employment Records

1) Limited Public Access

Access to personnel files is limited to the following persons during regular business hours:

- a) The person named on the individual file folder has limited access only to his/her own file;
- b) Federal and State Department of Education Officials (for audit purposes only); and
- c) District Administrators:
 - Superintendent
 - Assistant Superintendent
 - Program Directors
 - Personnel Officers

- d) Principals and principal/teachers may have access only to their assigned sites or file folder.
- e) All requests will follow the policy set forth in [BP 4112.6/4212.6/4312.6](#)

2) Confidential Records

Examination materials, performance evaluations, personal histories, and other confidential materials so designated shall be kept in confidential personnel files. Prior to inclusion of any material in a classified employee's personnel file that may be construed as derogatory evidence that the employee received a copy of the material is required. A classified employee has the right to have included in his/her personnel file, a rebuttal of any derogatory material placed in the file. A classified employee, or his/her authorized representative, shall be allowed to examine the contents of his/her personnel file during regular office hours in accordance with such procedures as the Superintendent or his designee may establish.

3) Individual Classified Personnel Files

Each classified employee shall have an official file maintained in the District Office. This file shall include, but not be limited to:

- a) Application form,
- b) Payroll information,
- c) Emergency contact,
- d) Evaluation form,
- e) Letters of commendation and/or reprimand,
- f) Other items as deemed necessary by the Superintendent or designee, and
- g) Contracts, if appropriate.

Employee Compensation and Benefits

Compensation

1) Total Compensation

The salary paid to the classified employee shall represent the total compensation for the employee, exclusive of reimbursement of official travel. Except otherwise provided in these rules, or upon prior approval by the Superintendent or his/her designee, no employee shall receive pay from the District in addition to the salary authorized under the salary schedule for services rendered by him/her either in the discharge of his/her ordinary duties or any additional duties which may be assigned to him/her or which he/she may volunteer to perform.

When an employee works for a period less than the regularly established number of hours per day, days per week, or weeks per month, the amount paid shall be proportionate to the time actually worked.

2) Overtime Compensation/Permanent or Probationary Employees

Overtime is any work in excess of eight (8) hours in a workday or forty (40) hours in a calendar week. An employee who is eligible for overtime, in accordance with the overtime rule, shall be compensated for such excess hours worked at one and one-half (1½) times the hourly rate. Overtime compensation shall be included on the regular semi-monthly paycheck. See [BP 4253](#).

3) Semi-Monthly Pay Periods

The monthly pay periods are between the first and fifteenth of each month and sixteenth and the end of each month.

4) Pay Days

Employees shall be paid twice a month. The pay days will be on the fifteenth and the last day of the month, except when this falls on the weekend; then Friday shall be the pay day. First and last paychecks are delayed by two (2) weeks.

5) Merit Step Increase

An employee is entitled to a merit step increase for each consecutive year of service, so long as the final approved performance evaluation of the year rates the employee either "Meets Standard" or "Exceeds Standard." Merit step increases will be granted on July 1 of each year. To be eligible for a merit step increase, an employee must have been on permanent status by April 1 of the year in which the merit step is to take place.

6) Housing

Based on availability of space, itinerant licensed employees may be provided housing in the Bering Strait School District trailer in Unalakleet. The rental rates will be set by July 1 of each fiscal year.

Career Incentive Program

Classified employees who are enrolled in an approved teacher training program leading to a bachelor's degree and teacher certification, or to a degree directly related to their area of job assignment, may be placed upon the Career Incentive Program (CIP) portion of the salary schedule. Placement will be at the Superintendent's approval and based upon official transcripts sent by the college or university at the employee's

request and expense. It will also be based upon official verification of prior work experience as an educational aide or in the area of job assignment.

Transcripts documenting earning at least three (3) credit hours per year in an approved certification program and active participation shall arrive in the District Office before October 10th of each year. Prior to that time, placement will be made for the current school year based on semester hours on file and verified service. Placement as of October 10th will then be adjusted and applied retroactively to the first day the employee worked of the current school year. If an employee fails to obtain the required credits, they will not be dropped from the CIP schedule, but will not advance until they have made up the credits. Credits earned during the school year may count towards placement for the subsequent school year. Placement will be adjusted once annually.

Explanation of Ranges 1 and 5

Starting instructional classified staff will be given step increases through step 8. In order to move from range 1 to range 2, they will have to have 18 hours of college credit. No advancement will be made beyond range 2, step 8, without the required college credit.

If an employee fails to obtain the required credits, they will not be dropped from the schedule, but will not advance until they have made up the credits.

Years in one range to not carryover to the next range. Employees must complete at least 140 days of work as a permanent employee to receive step increment.

Starting Bilingual/Bicultural will be placed on Range 3 due to job qualification requirements. However, vertical advancement will not be awarded until the required credit hours are earned.

2) Bilingual/Bicultural Instructor

Bilingual/Bicultural instructional employees who work in positions designated as Bilingual/Bicultural instructor positions will be placed on the Instructor portion of the salary schedule for the amount of time they spend each day as a Bilingual/Bicultural Instructor (the remaining time each day will be paid at the appropriate aide level if less than a full day). This position requires a limited certificate by the Department of Education (Locally Recognized Expert). Placement will be at the Instructor I level or higher on the salary schedule based on official transcripts sent by the university at the employee's request and expense. Only courses directly relating to education or an approved teacher training program will apply toward salary placement or advancement. Also, placement will be based on official verification of prior work experience as an educational aide or instructor.

Transcripts documenting placement and the limited certificate shall arrive in the District Office before October 10th. Prior to that time, placement will be made for the current school year based on semester hours on file and verified service. Placement as of October 10th will then be adjusted and apply retroactively to the first day the employee worked in the current school year. Credit earned during the school year may count towards placement the subsequent school year. Placement will be adjusted once

annually. Failure to obtain a limited certificate will result in temporary suspension without pay until the limited certificate is received.

3) Bilingual/Bicultural Coordinator

Classified Bilingual/Bicultural employees who work in positions designated as Coordinator, will earn an hourly salary comparable to that of the base salary for certified teachers. This position requires a limited certificate for authorization.

4) Locally Recognized Expert Designation and Application Procedure

In order for a person to be recommended for a position as Bilingual/Bicultural instructor they must meet the qualifications listed in the Locally Recognized Expert Job Description. The process of application is as follows:

- i. Employment in or recommendation for a position as Bilingual/Bicultural Instructor.
- ii. Recommendation by the local site administrator, local Advisory Education Committee (AEC), program director, and Superintendent.
- iii. Recommendation to the Alaska Department of Education by the Superintendent. Submission of an application, resume, application fee and letter of endorsement from the Superintendent to the Alaska Department of Education, Certification Office.
- iv. Limited Certificate must be renewed every five (5) years.

Paid Holidays

1) Paid Holidays

All classified employees, except temporary employees, new probationary employees, and non-highly qualified employees in instructional aide positions shall be granted the following paid holidays:

- Independence Day
- Labor Day
- Thanksgiving Day
- The day after Thanksgiving Day
- Christmas Eve Day
- Christmas Day
- New Year's Day
- Memorial Day

2) Holidays on Scheduled Days Off

If a holiday falls on a Saturday, the Friday preceding shall be designated as the holiday. If a holiday falls on a Sunday, the following Monday shall be designated as the holiday.

3) Rescheduling of Holidays

With the written permission of the supervisor, a classified employee may be permitted to reschedule a holiday to a mutually agreeable date. Also, the supervisor may require a classified employee to work on a holiday.

4) Work on Holidays

If a classified employee is required to work on a holiday, he/she shall be compensated at the appropriate overtime rate for the actual hours worked as set by the [FLSA](#).

5) Eligibility

In order to be eligible for holiday pay, a classified employee must be on pay status on the days immediately preceding and following the holiday.

6) Itinerant Shift-work Employees

Itinerant shift-work employees earn annual vacation leave proportional to employees working the traditional workweek. In order for an itinerant shift-work employee to be eligible for paid holiday, the employee must be on pay status and work their scheduled workday immediately prior to and following the paid holiday. If the paid holiday falls on a day when the employee is off shift, the paid holiday will take place at the beginning or end of the following prior shift.

Annual Vacation Leave

1) Accrual

Permanent classified employees who were hired before July 1, 1997 will accrue annual leave according to the following schedule:

Years of Service	0-8	9-16	17+
Leave Days Accrued Per Month	1.25	1.5	1.75
Also defined as hours per hours worked	.0577	.0692	.0808

Classified employees who are hired after July 1, 1997 will accrue annual leave according to the following schedule:

Years of Service	0-4	5-8	9-16	17+
Leave Days Accrued Per Month	1	1.25	1.5	1.75
Also defined as hours per hour worked	.0462	.0577	.0692	.0808

The employee must be approved by the BSSD Board of Education for permanent status and highly qualified in order to begin accruing leave. Leave accrual begins 90 calendar days after the employee is hired.

Leave is accrued on hours worked up to 40 hours per week. Any hours worked over 40 hours does not accrue additional leave.

Annual leave can carry over year-to-year or be cashed out at the end of the school year prior to May 15.

2) Use

Accrued annual leave may be used on the approval of the supervisor. Whenever possible, it is recommended that employees request using leave at least two (2) days prior.

The personnel/payroll clerk shall maintain a leave record for each permanent classified employee and such record shall be subject to annual audit and approval by the Superintendent or his/her designee.

Sick Leave

1) Accrual

Classified employees, except as otherwise provided herein, shall accrue sick leave at the rate of .06140 hours per hour worked. Also defined as 1.33 days for a full month worked. Also defined as 9.98 hours for each 162.50 hours worked.

An employee appointed to a temporary position, probationary position, or non-highly qualified employee shall not accrue sick leave credit.

Sick leave can be carried over; however, sick leave will not be paid out at the end of the school year or at the end of employment.

There shall not be accrual of sick leave during any pay period in which an employee is absent without approved leave.

A false statement by an employee regarding sick leave shall be considered grounds for immediate dismissal without ten (10) working days' notice or severance pay. A doctor's certificate may be required by the Superintendent or his/her designee, to determine an employee's fitness to return to work for absences in excess of three (3) days.

The employee must be approved by the BSSD Board of Education for permanent status and highly qualified in order to begin accruing leave. Leave accrual begins 90 calendar days after the employee is hired.

Leave is accrued on hours worked up to 40 hours per week. Any hours worked over 40 hours do not accrue additional leave.

2) Use

In order to be eligible for sick leave, an employee must notify his/her supervisor prior to the start of the workday.

Sick leave shall be used only in the following instances:

Sick leave will be granted when the supervisor is satisfied that the absent employee is actually sick or injured or that his/her presence on the job could jeopardize the health of fellow employees, students, or himself/herself.

Sick leave may be granted for a medical or dental appointment.

If the absence exceeds three (3) consecutive working days, the supervisor may require a doctor's statement indicating the employee's fitness to return to work. Sick leave may be granted for illness within the employee's immediate family, who live in the employee's household and require the attendance of the employee. The employee is entitled to take up to five (5) days of accrued sick leave at the death of a member of the immediate family.

3) Payment (in conjunction with workers compensation)

An employee whose absence has been approved as being justified under the above rule shall be paid for such time lost, to the extent that the employee has sick leave accrued, at the employee's current salary, less the amount of any time loss payments made to the employee under the Alaska Compensation Act.

4) Sick Leave Bank

An eligible employee has the option to donate one (1) day of their sick leave to the bank on September 30th of each year, or within 30 days of full-time employment. Membership to the bank will continue each year unless he/she sends a written request to be withdrawn from the Sick Leave Bank prior to September 15 of the current year. If the bank has a balance of 100 or more days at the beginning of the year, only employees new to the plan will have sick days deducted.

In the event the Bank becomes depleted during the school year, each member of the bank will donate an additional day up to a maximum donation of two (2) days per participating employee. Employees in the plan with no sick leave days available to donate and employees who are on leaves of absence will donate the required days on their first day of employment of the next school year.

An employee withdrawing from the bank shall not be refunded any donated days.

The total number of days available for withdrawal in any one-year will be no more than 120 days.

A member will not be able to use days from the Bank until his/her own leaves are depleted.

A member may only withdraw sick leave bank days up to a maximum of 15 days per school year.

An employee using sick leave bank days will not have to replace those days except as required as a regular contributing member of the Bank.

Use

Sick leave days can only be withdrawn from the Bank for the life-threatening illness/injury of the individual member, or immediate family, except for parental leave of up to 10 days to leave the village for the birth of a child.

Requests for use of Bank days must be accompanied by a letter from the attending physician or health aide acting in consultation with a physician. Additionally, requests must be approved by the HR Department.

Family Leave

The Family Medical Leave Act (FMLA) entitles eligible employees to take up to 12 weeks of unpaid, job protected leave each calendar year. The Alaska Family Leave Act (AFLA) entitles eligible employees to take up 18 weeks of unpaid, job protected leave during a 24 month period; or, up to 18 weeks of unpaid leave every 12 month period if due to pregnancy, childbirth, or adoption. If an employee qualifies for leave under both the FMLA and AFLA, the 12 and 18 week periods run concurrently (i.e. the employee would have up to 18 weeks, not 30 weeks).

An employee using FMLA/AFLA must use any sick/annual leave concurrently with FMLA/AFLA leave (i.e. using sick/annual leave will not extend the maximum FMLA/AFLA leave period). While using FMLA/AFLA leave, an employee's sick leave (if any) will be charged first, followed by annual leave. Employees must meet certain eligibility requirements under the FMLA and AFLA.

To be eligible for leave under the FMLA, an employee must have worked for the District for at least one year, and for 1,250 hours over the previous 12 months. To be eligible for leave under the AFLA, an employee must have worked for the District for at least 35 hours a week in the last six (6) consecutive months, or for at least 17.5 hours a week for the last 12 consecutive months immediately preceding the leave.

Qualifying reasons for taking family and medical leave under the FMLA include:

- 1) To care for the employee's infant during the first 12 months following birth;
- 2) To care for a child during the first 12 months following the employee's adoption of the child or foster care placement of the child with the employee;
- 3) To care for a spouse, child, or parent with a serious health condition;
- 4) Because of the employee's own serious health condition; or
- 5) For an employee whose family member is a military member who has a qualifying exigency or a serious illness or injury.

Under the FMLA, if two spouses are each eligible employees their leave may be limited to a combined total of 12 weeks of leave during any 12-month period for the birth of their child; to care for the child after birth, adoption, or foster care placement; or to care for an employee's parent with a serious health condition.

Under the AFLA, family leave can total up to 18 work weeks within a 24-month period if taken for the following purposes:

- 1) The employee's own serious health condition, or
- 2) To care for the employee's child, spouse, or parent who has a serious health condition.

Under the AFLA, family leave can total up to 18 workweeks within a *12-month period* if taken for the following purposes:

- 1) Pregnancy and childbirth, or
- 2) Adoption of a child, other than the employee's stepchild.

Under the AFLA, if a parent or a child of two eligible employees has a serious health condition, the District is not required to grant family leave to both employees simultaneously.

The employee must give reasonable and practicable prior notice of the expected leave for family needs. FMLA/AFLA leave will run concurrently with paid leave. Paid leave shall be charged first to **sick leave**, and if that is not sufficient, then to **annual leave**.

Upon conclusion of family leave, the employee shall be returned to the position when the leave began or to a substantially similar position unless business circumstances have changed to make it impossible or unreasonable, such as the elimination of the employee's former position. The right to job restoration may be lost in the event that an employee fraudulently obtains FMLA/AFLA leave.

An employee who fails to return within the prescribed time limit shall be presumed to have resigned unless he/she had applied for, and had been granted, leave without pay for an additional period.

The Superintendent, or designee, from time to time, may require that the employee submit a statement from the attending physician or from a designated doctor. In the event of a failure or refusal to supply such a statement or if the statement does not clearly show sufficient disability to preclude the employee from the performance of his/her duties, the Superintendent or designee may cancel such sick leave and require the employee to report for duty on a specific date.

Court Leave

A full-time employee, except a temporary employee, new probationary employee, or a non-highly qualified permanent employee, who is called to serve as a juror or is subpoenaed as a witness by a court of competent jurisdiction in the employee's place of residence, shall be entitled to court leave.

Court leave shall be supported by written documents such as a subpoena, Marshall's statement of attendance, 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) for service, and in turn shall be paid their current salary while on court leave. This section does not apply when the employee is a defendant.

Military Leave

Any employee who is a reservist in any branch of the armed forces or a national guard member, except for those employed for brief, non-recurrent periods, shall be entitled to military leave of absence *without pay*, to serve in the Armed Forces of the United States and shall be entitled to the re-employment benefits granted under The Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), 38 USC Chapter 43.

Any regular full-time employee who is a member of a reserve component of the United States Armed Forces or the National Guard is entitled to a leave of absence *with pay*, time, or performance rating on all days during which he/she is ordered to training duty (as distinguished from periods of regular active duty). Such paid leaves of absence may not exceed 16 ½ working days per 12-month period.

Any employee requiring such paid leave shall notify his or her supervisor of the training schedule in as far advance as possible. The employee shall provide the District proof of all earnings received (or to be received) from the U.S. Armed Forces or National Guard as compensation for the relevant period of service, excluding per diem and travel. The employee will, in turn, be paid their current salary less the military compensation.

Any regular full-time employee who is called to active duty by the Governor of Alaska will be entitled to an additional five days of leave, without loss of pay, to be calculated in the same manner.

Other Leaves 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 discretion of the supervisor.

Employees may be allowed to be absent from duty without pay in excess of ten (10) working days. A written request must be approved by the Superintendent or his/her designee.

Cancellation of Leaves of Absence

All leaves of absence without pay shall be subject to the condition that the Superintendent or his/her designee may cancel the leave at any time upon prior written notice to the employee specifying a reasonable date of termination of the leave, if he/she finds that the employee is using the leave for purposes other than those specified at the time of approval. If the employee fails to report to duty on the specific date or at the end of the leave of absence, he/she shall be presumed to have resigned not in good standing.

Administrative Leave for Classified

Only the Superintendent or his/her designee may grant unpaid administrative leave. Principals are authorized to be the designee if the following conditions are met:

- A maximum of 12 days per site in one calendar year.
- Stipends and other compensations must be turned in to the District for paid leave.
- Leave which benefits the school program or is community service, i.e., election business or Native Corporation board business.

Principals should consult with HR before granting leave

Such leave will be considered only if it will result in benefit to the District and will not cause hardship or loss to the District.

Other Benefits

1) Health, Accident, and Life Insurance Coverage

All classified employees, except temporary, whose regularly assigned work week is 30 or more hours are eligible for health, accident, and life insurance coverage. Optional additional coverage may be made available to classified employees at the premium cost.

If, at the end of the ninety (90) calendar day probationary period, the employee receives a "Meets Standard" or "Exceeds Standard" on their evaluation, and the employee otherwise qualifies, the employee shall be considered a permanent employee eligible for all appropriate benefits including leave accrual, health insurance coverage, and holiday pay.

Health benefits will begin the first day of the month following the day that employee is approved for permanent employment. All other benefits will begin on the 91st day of employment pending approval to permanent status by the School Board.

2) Workers' Compensation

All classified employees shall be covered with Workers' Compensation insurance as required by the Workers' Compensation Act.

3) Flexible Benefits Plan

All classified employees, except for temporary, casual, new probationary, and non-highly qualified permanent employees, shall have the option to participate in the flexible benefits plan. Contact the local site administrator or the Bering Strait School District Business Manager at 907-624-4256 for further information.

Retirement Plan

The retirement plan, Public Employees' Retirement System (PERS) is an important employee benefit. Employees may receive a PERS information handbook by contacting:

Public Employees' Retirement System (PERS)

The Division of Retirement and Benefits

Juneau, AK 99811-0203

Phone: 1-800-821-2251

Email: doa.drb.mscc@alaska.gov

Employees of BSSD participate in the Alaska PERS retirement system. The plan in which employees are enrolled depends on the date of hire. More information can be found at the [Alaska Department of Administration Retirement and Benefits website](#).

Salary Deferral Plans

Bering Strait School District offers two different salary deferral plans. There is a 403(b) plan along with a 457 plan. There are differences to each plan, and you are allowed to contribute pre-tax dollars to each plan. Please contact the Business Office for current information on options.

Travel Operational Procedures

Travel Requests

Prior to travel, on official District business (during which any District funds are involved), an employee must have the supervisor authorize the trip, list the proper funding source account code, initial, and date approval of the trip.

All out-of-district travel must be approved by the Superintendent or his/her designee.

Regulations

The following regulations apply to travel on District business:

1. Procurement

Once an approved request is received in the District Office, the designated District travel officer will then schedule the approved travel. It will be paid for out-of-pocket by any employee with travel advances. Travel may be charged to the District by the travel officer, or those authorized, for those employees without travel advances. Only those individuals authorized can charge to the Bering Strait School District. A desired change in itinerary or air taxi must be requested through the District Office. Individuals changing their own travel will be obligated to pay for it and are also subject to disciplinary action.

2. Routing and Air Taxi Service

Travel shall be by the most direct and efficient means. Air travel will be by seat fare or charter, whichever is the least cost to the District while permitting the accomplishment of the District business.

3. Privately Owned Auto

When the use of an employee's own automobile is in the best interest of the District, the employee will be reimbursed at the rate of the current approved federal rate per mile.

4. Taxi (or other app-based transportation service) Transportation

Fares shall be reimbursed when necessary for the conduct of District business. Whenever feasible, shuttle buses should be used instead of taxis.

5. Special Transportation

When it is necessary to hire a boat, snow machine, or other special conveyance, an explanation of the circumstances must be submitted and shall be subject to approval by the Superintendent or designee.

Food Expense Reimbursement

Within thirty (30) days of completed travel, employees on travel status and whose food are not provided for by the District, are entitled to food expense reimbursement at the following rates:

Breakfast = \$15.00

Lunch = \$20.00

Dinner = \$35.00

Whenever possible, the District tries to provide up-front compensation for District-related travel. Employees, by prior agreement, may be permitted to travel on official District business for which either no or limited expenses are reimbursed.

Food expense reimbursement is only granted when the task requires staying overnight away from home village and upon written permission from the Superintendent or his/her designee.

When traveling in the District, employees shall make appropriate meal payments to the schools or other individuals providing meals.

Lodging Expenses

With prior approval, lodging expenses are reimbursable for actual expenses extended at a commercial facility. Receipts must be submitted with Travel Request Report forms for reimbursement.

Reimbursement for Travel Expenses

Within thirty (30) days of completed travel, employees completing approved travel on District business should complete the itinerary, and expenses claimed sections of the Travel Request Report form; sign and submit to the designated travel administrator at the District Office. Receipts should be attached for all claimed expenditures (hotels, taxis, fees, admission, tuition, etc.). Receipts are not required for the employee's food and reimbursement for meals will be based upon the above approved rate in Section IV. B. Food Expense Reimbursement.

Work Rules and Disciplinary Procedures

Work Hours

1. Hours of work
 - a. Minimum Workday for Full-Time employees

A minimum of six (6.0) hours, exclusive of a one-half (0.5) hour lunch break constitutes full-time employment. Anything less than six (6.0) hours per day is part-time.

Hours for full-time workdays vary from six (6.0) to eight (8.0) hours per day. Time reported on an hourly basis shall be reported to the nearest fifteen minutes or quarter hour.
 - b. Scheduled Hours of Work

Each supervisor, with prior approval of the Superintendent or his/her designee, shall establish the scheduled work hours for classified employees under his/her supervision. Hours shall not be less than the minimum hours described above in 1. a
 - c. Minimum Work Week for Full-Time Employees

Thirty (30.0) hours of actual attendance on duty shall constitute the minimum work week for full-time classified employees with due allowance for authorized holidays and leaves of absence with pay.
 - d. Normal Work Week

The normal workweek shall consist of five consecutive workdays between Sunday midnight and the following Sunday midnight, excluding employees on a shift-work schedule.
 - e. Call-back

A maintenance worker who receives a call back to perform emergency work such as heat, fire, water, etc. will be compensated for their hours with a minimum of 2-hours regardless of the time spent on the task.
2. Excessive absenteeism, patterns of absenteeism, unapproved absence, and tardiness will result in disciplinary action.
3. Employees may be required to keep a timesheet with the amount of time worked each day. Supervisors will check for accuracy and sign the timesheet prior to each pay period.
4. Employees who may be required to leave their workstation to perform work duties at another location (building) are required to keep their immediate supervisor informed of their whereabouts during the workday.

5. Except in emergency situations, employees are not to use the telephone system for personal business. No employee, under any circumstances, is permitted to make long distance calls without advance supervisory approval.
6. Employees are not permitted to leave their workstation for the purpose of conducting personal visitation with other employees at their workstations, or with visitors, during work hours.
7. No employee is permitted to bring relatives, friends, or pets not identified as registered service animal (excluding service animals) to his/her workstation during work hours.
8. Employees requesting to use annual leave time must submit their request on the appropriate form to the immediate supervisor two days prior to the date of the leave requested.
9. Any classified employee who defies a supervisor's directive or who is disrespectful to a supervisor, another employee, or the public, may be disciplined or dismissed.
10. Prior to the close of each workday, each employee will be responsible for securing and leaving his/her workstation in a neat and orderly fashion.

Discipline Procedures for Classified Personnel

1) Purpose

The purpose of this section is to outline standard disciplinary procedures to be used with classified employees. It is important to standardize these procedures so that fair and equitable action is taken throughout the District for similar offenses. Naturally no rule applies to each and every situation, therefore, a supervisor must exercise judgment in determining appropriate action to take. In determining appropriate action to take, the supervisor should:

- a. Check the employee's past work performance, especially to determine if there has been a pattern of infractions;
- b. Determine the seriousness of the infraction; and
- c. Obtain the facts surrounding the particular infraction.

2) Disciplinary Actions

There are five distinct disciplinary actions that a supervisor can take. Normally, the actions will follow in the progression as listed. However, some infractions, due to their seriousness, require the more severe disciplinary actions regardless of an employee's past performance.

a. Oral Reprimand

Oral reprimand should be issued when a classified employee ignores or violates work rules or procedures. Oral reprimand can be issued for a variety of reasons including, but not limited to use of improper language, excessive tardiness or absence, negligence to notify supervisor when leaving workstation, carelessness in performance of duties, etc. When a supervisor delivers an oral reprimand, a notation must be made on the Oral Reprimand form and placed in the employee's personnel file. The purpose of the notation is to document that the employee has been notified of an infraction, but the infraction was not serious enough for more formal disciplinary action.

b. Written Reprimand

Written reprimands are issued when an infraction occurs which is serious enough that the supervisor wants written documentation. Written reprimands must be reduced to writing in the District's Written Reprimand form. The written reprimand must be shared with the classified employee and the employee must have the opportunity to add his/her comments to the written reprimand form before this form is placed in the employee's personnel file.

c. Suspension

A suspension is a very serious form of discipline as it results in the loss of pay to the employee. When a supervisor recommends a suspension without pay, the supervisor must first contact the Superintendent or his/her designee to obtain authorization for the suspension.

After authorization for the suspension is secured, the supervisor will fill out the Suspension Notice form. The supervisor will meet with the classified employee. The classified employee must be provided an opportunity to respond in writing on the Suspension Notice form.

An immediate suspension pending an investigation of facts may be utilized in cases of serious incident or behavior on the part of the employee.

District Administration will follow the policy and procedure set forth in [BP 4218.](#)

d. Reduction of Classification

If a classified employee is continually guilty of rule infractions or receives a poor performance evaluation, the supervisor may recommend that the classified employee be reduced to a lower job class or salary wage, when applicable. The following procedure will be used:

1. The supervisor will complete the Reduction of Classification form and meet with the classified employee to review the reasons for the reduction in job class or salary range. The supervisor must list what job responsibilities the classified

employee must improve to regain his/her current job class and salary wage. The classified employee may write a rebuttal on this form.

2. A copy of the Reduction in Classification form must be forwarded to the Superintendent or his/her designee who will make the final authorization of the classification reduction.
3. If the classified employee disagrees with the reduction, he/she may use the complaint procedure.

e. Dismissal

An employee may be dismissed when repeated infractions of rules and regulations occur, when other disciplinary actions fail to correct behavior, when a classified employee disobeys or is disrespectful to superiors, when infractions of a serious nature occur for the first time or for any other just cause as judged by the Superintendent or his/her designee. Only the Superintendent or his/her designee can authorize a dismissal. The employee shall be advised in writing of the reason for the dismissal of the Notice of Dismissal form. The immediate supervisor or the Superintendent or his/her designee may initiate the dismissal process.

The following procedure may be used:

1. The supervisor considering dismissal shall meet with the classified employee. The supervisor shall give the employee oral or written notice of the charges against him or her and an explanation of the supervisor's evidence. The supervisor shall then give the employee an opportunity to respond with an explanation.
2. If the supervisor recommends dismissal, he/she will complete the Notice of Dismissal form and meet with the classified employee. The classified employee will be given the opportunity to respond in writing on the form.
3. The supervisor recommending dismissal will notify the Superintendent or his/her designee of said action. The Superintendent or his/her designee must approve the dismissal before it is official.
4. A dismissed employee is entitled to due process through the use of the complaint procedure. If an employee is vindicated through this process, he/she shall be reinstated with full back pay and benefits.
5. 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 he/she not resigned. A

resignation in lieu of dismissal shall be considered a resignation not-in-good standing.

Evaluations

No later than the end of the probationary period of employment, each classified employee shall receive a performance evaluation in a manner prescribed by the Superintendent or his/her designee.

Each classified employee shall be evaluated at least once a year or as deemed necessary as determined by the supervisor during the month of April, May, or June.

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 shall be reviewed by the Superintendent or designee and placed in the employee's personnel file. A written plan for improvement is required when "Requires Improvement" is marked on the evaluation.

An employee placed on a plan of improvement is not eligible for a step increase in the following year. Additionally, employees who are eligible to receive the in-lieu-of-step bonus the following year will not receive the bonus if they are on a plan of improvement.

If possible, an exit interview should be conducted with a departing employee.

See Appendix B for the Classified Evaluation Form

Bering Strait School District Complaint Procedure

Complaint Procedure

District Administration will follow the policy and procedure as set forth in [AR 4144/4244/4344](#)

1) Purpose

The purpose of the Complaint Procedure is to resolve differences between employees and supervisors at the lowest administrative level as quickly and amicably as possible. The complaint procedure is a means to ensure that all classified staff, except for temporary, casual, and new probationary employees will have a due process and procedure to protect their rights.

2) Definitions

Complaint: A statement made by an employee that a controversy, dispute or disagreement exists between the employee and the supervisor.

Supervisor: An employee authorized to direct the work of subordinate employees.

3) Representative and Witnesses

At any step of the complaint procedure the complainant or supervisor may have representation. This may be a friend, confidant, or legal counsel.

4) Time Limits

All time limits shall be strictly adhered to except by mutual written consent of the parties. Failure of the complainant to adhere to timelines nullifies the complaint. Failure of a supervisor to adhere to timelines automatically entitles the complainant to appeal to the next higher supervisory level.

5) Reprisals

No reprisals shall be taken against an employee for participating in the complaint procedure.

6) Rights Guaranteed

By using the complaint procedure, an employee does not give up his/her right to seek relief through other administrative or legal channels where such channels have been established. However, if an employee has filed a complaint with other local, state, or federal agencies for relief, the employee forfeits his/her rights to use the District's complaint procedure.

APPENDIX A – Instructional Paraprofessional Requirements Information Sheet

APPENDIX B – Classified Evaluation Form