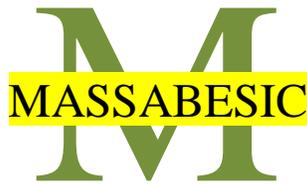


REGIONAL SCHOOL UNIT #57

HOURLY EMPLOYEE

HANDBOOK

2017-18



WELCOME TO RSU #57

It is our pleasure to welcome you to RSU #57 (Massabesic). RSU #57 is a public school district established to teach all the children in the RSU #57 service Alfred, Limerick, Lyman, Newfield, Shapleigh and Waterboro.

RSU #57 has a Board of Directors composed of three members from each community who are elected for 3-year terms. The Board establishes policies, oversees how policies and procedures are carried out, and hires a Superintendent of Schools responsible for all operations of RSU #57.

We believe that the success of our organization depends on the contributions of all our employees and their ability to work as part of a team. We value you both as a person and as a professional and are confident that your contributions will be an integral part of our success.

We have an outstanding reputation for our ability to serve our students and our community. We expect that your contributions to RSU #57 will not only help to maintain that standard but also help to enhance it.

We are glad that you have joined our team, and we hope that you will find your work to be both challenging and rewarding.

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About this Handbook

This handbook is for all hourly employees (excluding Educational Technicians): custodians, cooks, computer technicians, transportation employees, and office staff. It summarizes policies and practices of RSU #57, provides information about their administration, points out staff member general responsibilities, and describes programs designed to be of benefit to our staff members. Although the Handbook carries a wealth of information, it is not intended to cover every detail of every policy, and some of its content is bound to change. Your supervisor is your best source of information about procedures, practices, and expectations for performing your job. Don't hesitate to ask questions – doing so is part of understanding and completing your work.

Over time we may need to make changes to this Handbook to accommodate growth or change. As a result, RSU #57 reserves the right to change guidelines outlined in this handbook at any time with or without notice. Additionally, because not every possible situation can be anticipated, and depending on the circumstances of a given situation, we also reserve the right to address a situation differently from what may be described here.

Each employee covered by this handbook is employed as an “employee at will”. This Handbook is not a contract and is not to be construed as a contract for employment.

The guidelines provided in this Handbook apply to all hourly support employees. The only exception to this would be information and conditions specifically outlined in an individual employment agreement signed by the Superintendent of Schools.

Employee benefits are summarized in this Handbook. If you have any questions, please refer to your plan documents for details. In any case, of a difference between the information summarized here and what the plan documents say, the plan document will take precedence.

Comments and ideas about this Handbook are welcome. Please talk with your supervisor or group representative if you would like to make suggestions.

Equal Employment Opportunity

RSU #57 is committed to a policy of equal employment opportunity for all qualified employees and applicants, and does not unlawfully discriminate in the terms, conditions, or privileges of employment including recruitment, selection, training, pay, benefits, promotion or transfer because of age, race, color, national origin, sex, sexual orientation, religion, physical or mental disability, marital (or veteran) status or any other category protected by applicable federal, state, or local laws.

RSU #57 has an Affirmative Action Plan, which is available through the Office of the Superintendent of Schools.

Any employee who believes s/he has been the victim of employment discrimination should report this concern to Mark Fisher (247-6121), Affirmative Action Coordinator.

RSU #57 also has a policy prohibiting unlawful harassment. This policy is described in Section E.

SECTION A – EMPLOYMENT STATUS

At-Will Status

Employees of RSU #57 are employed at-will. This means that you are not hired for any definite period of time and either you or RSU #57 may terminate the employment relationship at any time with or without cause and with or without notice. The only exception to this rule would be any employee who, due to unusual circumstances, has been provided a promise of employment for a particular length of time, which is in writing and signed by the Superintendent of Schools.

Employment Categories

Full Year/Full-time – An employee who is regularly scheduled to work a minimum of 40 hours per week, 52 weeks per year. Full year/full time employees are eligible for all benefits and paid time off described in this handbook.

Part Time/Full Year – An employee regularly scheduled to work a set schedule of less than 40 hours per week. Part-time employees are eligible for benefits only as noted in Section C and paid time off only as noted in Section D.

Full Time/School Year – An employee regularly scheduled to work 6 or more hours per day while school is in session. Full time/school year employees are eligible for benefits only as noted in Section C and paid time off only as noted in Section D.

Part Time/School Year - An employee regularly scheduled to work fewer than 6 hours per day while school is in session. Part time school year employees are eligible for benefits only as noted in Section C and paid time off only as noted in Section D.

Temporary/Seasonal – An employee hired to work for a specified period of time. Seasonal and/or temporary employees are not eligible for employee benefits or paid time off.

Per Diem – An employee hired to work on an as-needed basis with no set schedule. Per Diem employees are not eligible for benefits or paid time off.

Exempt Employee – An employee to whom the overtime regulations of the Fair Labor Standards Act do not apply. Such employees are typically paid for the job performed and not by the hour.

Non-Exempt Employee – Is an employee subject to the overtime provisions of the Fair Labor Standards Act. Such employees typically are paid by the hour and receive time and one-half pay for all hours worked in excess of 40 in a workweek.

Employee Files

An individual record is maintained for each employee and includes job-related information such as your original application for employment and/or resume, any offer letter sent to you, personal data such as your home address and telephone number, a contact person in case of emergency, your rate of pay, any performance-related records, and changes in employment status and/or pay. If you would like to review your file, you may arrange for a time to do so with the Human Resources representative at the Business Office.

Hiring Decisions

The Superintendent of Schools must approve all offers of employment before being extended.

Changes in Personal Data

In order to ensure that we have up to date information in case of an emergency, please make sure that you notify us promptly of any changes in your personal data. You are expected to notify us of any changes in marital status, number of dependents, personal emergency notification, address, and telephone. You can make changes through the Employee Self Serve (ESS) program, via email to the payroll office staff, or by putting them in writing and bringing them to the Payroll Office. Employee should also notify his/her School Secretary/Supervisor.

Introductory Period

Your first 6 months of employment are considered to be an introductory period for you to become familiar with the duties of your new position, to determine if your new job is suitable to you, and to permit your supervisor to assess your performance. Your supervisor will be available to advise you and to help you achieve the best possible performance in your job responsibilities. If your supervisor determines it is necessary, your introductory period may be extended for an additional 6 months. Either you or RSU #57 may terminate your employment during or after the introductory period with or without cause or notice.

If you have any questions about your job or want additional information about how you are progressing during the introductory period, you are encouraged to ask for additional direction or seek assistance from your supervisor.

Fingerprinting Requirement

All employees must meet the requirements for fingerprinting and a criminal history record check as determined by the State of Maine. The employee must provide a copy of the certificate of approval issued by the Department of Education to the District for placement in his/her personnel file. The District will not pay any fees associated with this process. **The employee is responsible for renewing this authorization as necessary.** No individual may be employed or continue to be employed by the District without Department of Education approval.

Other Requirements

Additional requirements may be made for certain positions. See appendix.

Job Descriptions

Each position at RSU #57 normally has a job description summarizing responsibilities, duties, scope of the position, and physical requirements. Job descriptions are used for hiring decisions, performance evaluation, training, and the like and are updated periodically to reflect changing organizational needs and assignments. If you would like to review your job description, please contact your supervisor.

SECTION B – YOUR PAY

Payday

Paychecks are issued every two weeks with each pay week running from Saturday to Friday. Paychecks are issued every other Friday for the pay period ending the previous Friday. Pay stubs are delivered via email to the email address you have specified. All employees should have a District email address and may access their email at a computer at RSU 57.

Direct Deposit

Your paycheck will be deposited to a maximum of two banks of your choice. To make changes to your direct deposit choices, contact the Payroll Office. You will need to complete an Authorization for Direct Deposit form. It will take two pay cycles for changes to become effective.

Deductions

Deductions from your pay will include State and Federal income taxes and Medicare tax and either Maine State Retirement or FICA tax as appropriate for your position. You may also have voluntary deductions made for benefits programs, etc. These options will be explained to you when you first begin work.

Hours Worked and Overtime

Non-exempt employees will be paid overtime/comp time equal to 1½ times their regular rate of pay for hours actually worked in excess of 40 in any one week. Please remember that you must have authorization from your supervisor **before** working any overtime hours. Your supervisor may change your schedule so that you take time off within the same workweek in which you have worked additional hours. For example, if you work 12 hours on Monday, you may be scheduled to work 4 hours on Tuesday so that your total workweek does not exceed 40 hours. Paid sick time, vacation days and personal days are **not** included in the calculation of overtime.

Selected positions will be expected to provide weekend coverage, if necessary. In general, the schedule for this additional time will be set in advance, but you may be asked to come in on short notice in emergency situations. When you work a weekend, you will be paid your regular rate of pay unless this time is overtime. In the case of Emergency call-ins you will be paid a minimum of two hours at time and one half.

Time Cards - Kronos

You will be expected to complete a record of your hours worked using Kronos (time clock) or time card each two weeks showing your total actual work hours unless you are a salaried, exempt employee. Time cards must be submitted to your supervisor no later than Friday before the next scheduled pay date.

Proration of Pay

School year employees may request that their pay be prorated and paid over a twelve-month period by completing a *Request for Proration of Wages* form before the first workday each September.

The employee's supervisor will provide information about the number of hours the employee is expected to work in a regular workday. The payroll department will calculate the biweekly pay as follows:

Number of hours per day times number of days in work year (including any holidays the employee is eligible for) divided by 26. Ex. 7 hrs/day x 187 days/year = 1309.00 estimated annual hours 1309.00 Estimated annual hours ÷ 26 = 50.35 hours paid biweekly

Transportation Department employees who choose this option must complete special Prorated time cards for actual time worked. These prorated time cards contain two lines for each day to allow the employee to indicate the prorated time on one line and any adjustment for working more or less than the prorated hours on a separate line. Kronos users will simply punch in and out to record their work time. Adjustments will be made to the prorated paycheck each payday according to the time card information.

Longevity Pay

Employees with twenty-five (25) or more years of experience will receive an additional \$475 at the end of the 25th year and each year thereafter on or before the final pay date in June.

SECTION C – YOUR BENEFITS

RSU #57 offers eligible employees a benefits package that includes the programs summarized below. Employees must be regularly scheduled to work at least 20 hours per week to qualify for benefits. If you would like to review details of any of these programs, Summary Plan Descriptions and plan documents are available through Sandra Tibbetts at the Payroll Office. Benefits offered include:

Medical and Dental Insurance

Eligible employees, their spouses, and/or their dependents may participate in our group medical insurance and/or group dental insurance plan. Employees who are regularly scheduled to work at least 30 hours per week are considered "full time". Employees who are regularly scheduled to work at least 20 hours per week, but less than 30, will be eligible for benefits. Specifics about cost, coverage, deductibles, out-of-pocket expenses, etc. are provided in the Summary Plan Description available through the Payroll Office. Beginning 2015-2016, van drivers and bus monitors will be eligible for single coverage group medical insurance at 90% district share.

Long Term Disability Insurance

If you are regularly scheduled to work 20 or more hours per week, you are eligible to participate in a group long-term disability program. The program offers salary continuation equal to a percentage of your pay, with eligibility and the duration of benefits as outlined in our Summary Plan Description.

Life Insurance

RSU #57 will provide life insurance equal to your annual income for eligible employees. To receive this coverage, the employee must complete an enrollment form. Regularly scheduled employees who meet eligibility requirements may choose to purchase additional life insurance group rates. You may choose among several options including basic and supplemental insurance. Dependent life insurance is also available for your spouse and/or children.

Section 125 Premium Offset Plan

The Premium Offset Plan allows you to pay for medical insurance premiums on a pre-tax basis. This means your qualified expenses are deducted from your gross pay before income tax and Social Security withholding amounts are calculated, thereby reducing your taxable income. To participate, you must first meet the eligibility requirements as described in the plan document. Plan documents and enrollment forms are available through the payroll office.

Retirement Program

After one year of employment, hourly employees who have worked at least 1000 hours will be eligible to participate in the hourly employee retirement program. The employee must set up a tax sheltered annuity account with either the AXA/Equitable or Horace Mann Co. representative. The District will match the employee contribution to their account, up to a maximum of \$40 per pay period. School year employees receive the District match for the months September-June only.

Workers' Compensation

In accordance with Maine law, you will be covered under our Workers' Compensation program for any work-related illness or injury. **You must report any such injuries of illnesses to your supervisor immediately.**

If you are injured at work, we will work with you to bring you back to active duty as quickly as possible. If you are unable to return to your regular position, we will make reasonable efforts to temporarily modify your current position or to re-assign you to a position that is consistent with your skills and meets your work restrictions.

Expenses

If you are required to travel as part of your job we will pay reasonable expenses for overnight stays, meals, and mileage. You must obtain prior approval and provide receipts in order to be eligible for travel expense payments.

COBRA

Consistent with federal law, if you stop working for us or lose medical or dental benefits as a result of another "qualifying event", you and/or your spouse and dependents will have the option of converting existing group medical and dental benefits to individual coverage as required by law.

All costs for continued medical and/or dental insurance coverage must be paid entirely by the terminated employee, spouse, or dependent or the insurance benefits will cease. Additional information is available through the Payroll Office.

Persons covered as a domestic partner of the employee are not eligible for COBRA coverage.

SECTION D – TIME AWAY FROM WORK

Vacation

Full year hourly employees will earn paid vacation time on a monthly basis, based on their experience credit level.

EXPERIENCE CREDIT

0-4 years
5-9 years

VACATION DAYS

12 days/year
15 days/year

10-19 years
20 years and up

18 days/year
21 days/year

School year employees hired on or after July 1, 1982 do not earn paid vacation days.

You must obtain approval from management before taking vacation time. In order to assist with scheduling, we ask that you request your vacation time with as much advance notice as possible. In the event that two competing requests are made for the same time off, the request submitted first will normally take precedence.

If a holiday occurs during your vacation, you will be paid holiday time for that day instead of vacation pay. We do not permit employees to take vacation pay in lieu of time off, and, as a general rule, employees may use only earned, not advanced, vacation time.

We consider vacation to be essential rest from work, and as a result, we limit the amount of vacation employees may accumulate at any one time to the maximum that employee may accrue in a twelve-month period. Employees will accrue vacation time to the maximum number of days they will earn in a year.

We understand there may be times when it is necessary for an employee to postpone taking vacation days, and therefore may temporarily accrue more than the maximum annual allotment. To accommodate this possibility, we will continue to accrue vacation time for employees who have reached the maximum allowance per year.

All accrued vacation time numbers will be re-set to the maximum allowance on September 1st of each year. It is the employee's responsibility to use his/her vacation time prior to September 1st each year so as not to lose this time. Employees may be paid for up to 3 days of vacation time which they would lose due to this procedure. Any days in excess of the three will be forfeited.

Accrued, unused vacation time (up to your maximum annual accrual) will be paid to you with your final paycheck if you leave employment with us.

Holidays

RSU #57 observes legal holidays as noted below:

New Year's Day	Martin Luther King Day	Presidents' Day
Patriots Day	Memorial Day	Independence Day
Labor Day	Columbus Day	Veterans' Day
Thanksgiving	Day after Thanksgiving	Day before Christmas
Christmas Day		

All regularly scheduled employees are eligible for holiday time provided they are actively employed by RSU #57 when the holiday occurs. School year employees will be paid for the Labor Day holiday only if they work a required workday for that school year prior to the holiday. Substitute and temporary employees are not eligible for holiday pay. If a holiday falls during your vacation, you will receive holiday pay for the holiday and the vacation day will remain available for later use. If you work a holiday, you will receive the holiday pay in addition to your regular pay for the hours worked that day. Your regular pay may be at time and one half or at straight time, depending on the number of hours worked during that week. (Paid sick time, vacation time, and personal days do not count as hours worked).

Sick Time

All employees except temporary and per diem employees are eligible to accrue sick time. The sick time accrual is 1.25 days per month. Accrued, unused sick days may be carried over to the next year, but no more than 120 sick days will be available to you or accrued at any one time.

Sick time is to be used for your own illness. Up to six days may be used for the care of a sick child, or the serious illness of a spouse or parent. We may require certification from a physician to verify the amount of sick time needed for your illness or that of your family member.

If you are ill, you should contact your supervisor as soon as possible prior to the start of the workday to allow for rescheduling of work duties. Your supervisor may provide you with a more specific procedure to follow if you are ill.

Sick time may also be used for professional appointments such as doctors, dentists, and optometrists during working hours if you are unable to schedule these appointments outside of your normal workday. You must obtain advance authorization from your direct supervisor.

Sick time is considered a form of insurance, and unused sick time is not paid upon termination of employment except explained in the following paragraph.

Hourly employees who retire from RSU #57 after ten or more years of service will be paid for up to 25 days of unused sick time at the rate of \$55 per day. In order to receive this pay, the retiring employee must provide proof that she/he has applied for retirement benefits under Social Security, Maine State Retirement or other qualifying retirement plan.

For employees that have accumulated 115 or more days (max), you may request the District to buy back up to five days in Sept of each year. All requests must be submitted to the Payroll office by September 15th. Payment will be made the second payroll in December. The value of each day will be \$36.00 based on full-time (40 hr.) employment and pro-rated for contracts that are less than full-time.

Personal Days

Hourly employees shall be entitled to one day of personal leave per school year, which must be approved at least three days in advance by the Superintendent of Schools and include the reason for the request. Full year hourly employees will be entitled to a second personal day after ten years of service with the District. This second personal day will be taken from the employee's sick time.

The following are considered appropriate reasons for a personal day:

- a. Medical appointments which cannot be scheduled outside the regular day
- b. Legal business
- c. Wedding of children or graduation of spouse or children
- d. Family emergency
- e. Personal business that cannot be scheduled at any other time
- f. Attendance and/or participation at an activity of the employee's child or attendance at the employee's child's school

Personal days are not intended to be used for matters relating to vacation or secondary employment. Personal days shall not be used to start or extend a vacation; however, the Superintendent reserves the right to grant exceptions as may be warranted. Personal days are not accumulative.

Sick Bank

The first September following two years of service with RSU #57, you will be eligible to participate in a Sick Bank. Sick bank is applicable for employee illness only. Employees who have no accrued time to donate will not be eligible to participate for that year. Sick bank is not allowed for maternity leave. Employees participating in the Sick Bank donate one accrued sick day to the bank. In return, they are eligible to apply for up to 30 days of sick time from the bank, in the event of a catastrophic illness or injury for which they do not have enough accrued paid sick time available. Sick bank withdrawal requests will be considered and awarded or denied by the Hourly Group Representatives and the Superintendent of Schools. Sick bank withdrawal forms are available from the payroll office.

Leave of Absence Without Pay

We recognize that in extenuating circumstances, you may have a need for time off beyond the vacation, holiday, and sick time that we offer. In special situations, you may be eligible for a leave without pay. Your leave request must be in writing, and written approval must be obtained from the Superintendent of Schools. In determining whether an unpaid leave request may be approved, we will consider factors such as past practices, your seniority, and reasons for your request, scheduling, and employer needs. In order to continue his/her benefits, the employee must pay his/her portion via check, payable to RSU #57. Payment must be received by the Business Office on or before the first day of each month. The Superintendent of Schools shall determine if the District will continue to pay its share of the benefits while an employee is on unpaid leave.

Family Medical Leave (See policies GBN & GBO in Appendix however, current Federal and State law will supersede policy that may not be current.)

Federal FMLA

Employees who have worked at least 12 months for RSU #57 and who have worked at least 1250 hours at RSU #57 during the 12 consecutive months immediately prior to the start of the requested leave are entitled to take paid, unpaid, or a combination of paid and unpaid time off up to a maximum of 12 work weeks during any year for the following reasons:

- Birth of a child and to care for a newborn child
- Placement of a child for adoption or foster care
- A serious health condition that makes the employee unable to perform the functions of his/her job
- To care for the employee's child, parent, or spouse with a serious health condition

Family medical leave should be requested 30 days in advance, or in emergency situations, as soon as reasonably possible. Please note however, the employer can designate an employee's leave as FMLA/FML even if the employee does not specifically request it. RSU #57 will determine whether a request for time away from work qualifies as Family Medical Leave and will count that time toward the maximum 12 week per year entitlement. Paid and unpaid time off will both count toward the twelve week maximum. Re-employment or re-assignment to the same or an equivalent position is guaranteed at the end of a Family Medical Leave, which does not exceed twelve weeks in any year.

Benefits (sick and vacation time) do not accrue, and holidays are not paid during a Family Medical Leave. Vacation, holiday, and sick time off accrued before the beginning of the leave may be used during a Family Medical Leave and will be counted toward the 12-week maximum. During leave, an employee may continue fringe benefits such as health insurance by paying his/her share of the premiums provided that s/he was enrolled in such benefits programs before beginning leave. The District will continue to make its contribution to the premiums during the 12-week medical leave period.

State of Maine FML

Employees who do not qualify for leave under the Federal leave laws (FMLA) may qualify for leave under State laws (FML). A minimum of 12 months of employment is required. State FML provides for up to 10 weeks of paid, unpaid, or a combination of paid and unpaid time off up to a maximum of 10 workweeks during any two-year period for the following reasons:

Birth of a child and to care for a newborn child

Placement of a child for adoption or foster care

A serious health condition that makes the employee unable to perform the functions of his/her job

To care for the employee's child, parent, or spouse with a serious health condition

Family medical leave must be requested 30 days in advance, or in emergency situations, as soon as reasonably possible. Please note however, the employer can designate an employee's leave as FMLA/FML even if the employee does not specifically request it. RSU #57 will determine whether a request for time away from work qualifies as Federal or State Family Medical Leave and will count that time toward the maximum 10 weeks per two-year period entitlement. Paid and unpaid time off will both count toward the ten week maximum. Re-employment or re-assignment to the same or an equivalent position is guaranteed at the end of a Family Medical Leave, which does not exceed ten weeks in any two-year period.

Benefits (sick and vacation time) do not accrue, and holidays are not paid during a Family Medical Leave. Vacation, holiday, and sick time off accrued before the beginning of the leave may be used during a Family Medical Leave and will be counted toward the 10-week maximum. During leave, an employee may continue fringe benefits such as health insurance by paying the entire monthly premiums provided that s/he was enrolled in such benefits programs before beginning leave. The District is not required to continue its contribution to the premiums during the 10-week medical leave period, however, may continue do so while you have accrued sick/vacation time available.

Birth of a Child

Eligible employees are entitled to leave for the birth of a child and to care for the newborn child. Leave is normally taken on a consecutive basis, but may be taken on an intermittent or reduced work schedule basis when medically necessary (for example, during pregnancy). All leave taken after the birth must be taken within twelve months of the birth. Paid sick time may only be used during the period of time your physician determines you are medically unable to work.

Adoption/Foster Care of a Child

Leave for adoption or foster care is normally taken on a consecutive basis up to the twelve-week maximum.

Serious Health Condition of the Employee, a Child, Parent, or Spouse

Leave may be taken intermittently or on a reduced work schedule when medically necessary. If the employee requests intermittent leave or leave on a reduced work schedule, the supervisor may require that the employee transfer temporarily to an alternative position depending on business need.

A medical certification must accompany the request for leave in the case of a serious health condition. In any case in which RSU #57 has reason to question the information on the medical certification, the employee may be required, at RSU #57's expense, to obtain the opinion of a second health care provider designated or approved by RSU #57. If the second opinion differs from the first, RSU #57 may require at RSU #57's expense, that the employee obtain the opinion of a third health care provider approved by both the employee and RSU #57. The third opinion will be binding.

For the purpose of tracking FMLA, RSU #57 has designated the employee's contract year as the FMLA year. For teachers and educational technicians this is September 1 through August 31 and for Administrators, bus drivers, cooks, custodians, clerical and computer technicians it is July 1 through June 30.

Domestic Violence Leave

If you are a victim of domestic violence, you may be eligible for reasonable and necessary leave from work in order to:

- Prepare for and attend court proceedings
- Receive medical treatment, or
- Obtain necessary services to remedy a crisis caused by domestic violence, sexual assault, or stalking

We offer this type of unpaid leave consistent with applicable Maine law. For details speak with the Superintendent of Schools

Jury Duty

If you are summoned to serve as a juror:

- Provide a copy of your jury duty notice to your supervisor to be included in your personnel file
- Jurors are paid a set amount per day plus mileage by the court
- You are expected to turn over the daily pay you receive for jury duty to the District. You may keep the mileage payment you receive.
- RSU #57 will continue to issue your regular biweekly paycheck.

You are expected to return to your job if you are excused from jury duty during your regular working hours.

If you are summoned to court as a witness for RSU #57, we will pay your regular pay when you are required to be at court. You should make arrangements with your supervisor as soon as you receive your summons.

Military Leave

Employees who are required to serve in any branch of the Armed Forces of the United States will be granted a military leave of absence to the extent required by the Uniformed Services Employment and Re-employment Rights Act of 1994 (USERRA) and any applicable state laws.

Bereavement

Immediate Family - For death in the immediate family the employee shall receive full pay for approved necessary absences not to exceed five (5) days. The immediate family is defined as husband, wife, son, daughter, father, mother, brother, sister, significant other and any other member of the immediate household.

Extended Family: Employees will be eligible for a paid leave of up to 2 consecutive days (based on the employee's regular scheduled work day) in the event of the death of an extended family member. Members of the extended family include mother-in-law, father-in law, daughter-in-law, son-in-law, grandparents, grandchildren, aunt, uncle, niece, nephew, or step relations.

Upon request, an employee may be granted one day (based on the employee's regular scheduled work day) of paid leave to attend the funeral of a close friend or family member not specified in the above two paragraphs

SECTION E – PERFORMANCE AND CONDUCT AS AN EMPLOYEE

Work Hours

Regular work hours vary from position to position. Your supervisor will make sure that you are aware of the requirements for your position.

In general, you may take an unpaid one-half hour meal break. However, your supervisor may occasionally request that you be flexible about the timing of your break due to workload and scheduling constraints.

Attendance and Punctuality

Attendance and punctuality are important factors for your success in your job. We work as a team, and this requires that each person be in the right place at the right time.

If you are going to be absent or late, we expect that you will notify your supervisor directly, before the start of the workday whenever possible.

Unauthorized or excessive absence and/or chronic tardiness may result in disciplinary action up to and including termination. If you, your spouse, your child, or your parent has a serious health condition, which requires intermittent absences, you should request an intermittent or reduced schedule leave in accordance with our leave policy.

Confidentiality

All staff members are responsible for protecting the privacy of student records, student information, personnel records and information and other confidential records and information. Such information is considered confidential. It must not be discussed inside RSU #57 except when necessary in performing your job duties, and then shared only for work-related reasons. If information must be shared as part of your job duties, you are cautioned to ensure it is not discussed in public areas. No employee shall disclose any confidential information outside RSU #57. If any employee discloses any such information outside RSU #57, the employee will be subject to immediate suspension or other disciplinary action up to and including termination of employment.

Use of System Equipment, Materials and Premises

We ask that you restrict your personal phone calls to emergency situations and important calls such as scheduling of a doctor's appointment. Please do not permit your friends or family members to interrupt you at work except in cases of emergency. Toll calls for personal reasons are not to be made from any RSU #57 telephones.

Electronic Communication Systems/Workplace Privacy (See policy GCSA in Appendix)

You may have access to and use various electronic communications systems such as e-mail, voice mail, and the Internet in the course of your job. Here are a few guidelines you should keep in mind about these tools:

1. The e-mail, computer, internet access and voice mail systems are owned by RSU #57, are provided for business purposes, and may be monitored when deemed necessary. Any personal use must be of an incidental nature, not interfere with business activities, not involve solicitation, and not be associated with any for-profit, outside business activity.
2. Because messages and information generated by these systems are for RSU #57 business, employees should not expect that any messages they exchange via our computers or any uses of the Internet are in any way private or confidential. This

information is subject to archival policies and any scrutiny normally afforded to paper files and documents covering the same subject matter.

3. Systems may not be used for any illegal or improper purpose or in any way that might potentially embarrass RSU #57, its employees, retirees, or students. This includes forwarding of messages received from outside sources.

Outside Employment

You may engage in employment outside your RSU #57 working hours provided that your outside employment does not create a conflict with fulfillment of your RSU #57 duties, present a conflict of interest, or result in the appearance of a conflict of interest. You are required to request approval from the Superintendent of Schools for any outside employment that might raise such concerns.

Personal Relationships/Conflict of Interest

As an employee, you may not have a direct reporting relationship with any member of your immediate family, or any other relative or any person with whom you have a significant personal relationship. Conflicts may also include a close personal relationship with someone who has a financial or employment interest with a current or potential vendor of RSU #57 or your own similar interest. You should consider carefully whether there may be an actual or potential conflict of interest, or even the appearance of a conflict of interest, before accepting an assignment. If you believe a personal or professional conflict may exist or may be perceived to exist, you must inform the Superintendent of Schools.

In keeping with the above considerations, employees may not accept tips, gifts or the like from vendors.

Sexual and Other Unlawful Harassment (See policy ACAB in Appendix)

RSU #57 is committed to providing a workplace that is free of discrimination and unlawful harassment. All employees are expected to treat one another with mutual respect and to behave in ways that promote a positive, productive work environment. We will not tolerate actions, words, jokes or comments which create an environment of harassment and are based on an individual's race, color, religion, sex, sexual orientation, national origin, age, physical or mental disability, or any other category protected by law.

The law defines sexual harassment as unwelcome sexual advances, requests for sexual favors, and other verbal, written, or physical conduct of a sexual nature when:

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

Examples of sexual harassment include:

- Discussing sexual activities
- Telling off-color jokes
- Unnecessary touching or grabbing
- Commenting on physical attributes
- Unwelcome hugging, pinching, kissing
- Making frequent sexual remarks
- Repeated offensive flirtation or propositions
- Leering, whistling, catcalls

- Suggestive or lewd remarks
- Displaying sexually suggestive pictures
- Pressuring someone to go on a date
- Granting job favors to those who participate in consensual sexual activity
- Slurs, jokes, or degrading comments of a sexual nature
- Crude or offensive language

Harassment may take many forms, intentional and unintentional, and may occur among co-workers or in a manager/subordinate relationship. In some cases, it may involve a customer or client. Harassment can be blatant or extremely subtle.

Harassment issues can often be resolved through open and honest discussion between those involved in the situation. In many cases, individuals perceived as behaving in a harassing manner will stop that behavior when confronted. However, such direct treatment of harassment is not always practical. Anyone who feels harassed by another employee or a non-employee in connection with their work and who feels that direct confrontation is not appropriate or not effective should promptly report an incident of sexual or other unlawful harassment to his/her immediate supervisor or to Mark Fisher, the Affirmative Action Officer of RSU #57.

Any employee or manager who becomes aware of a possible sexual or other unlawful harassment situation must promptly advise his/her supervisor or the Affirmative Action Officer.

We will treat every complaint seriously. We will investigate appropriately, and as confidentially as feasible. We will handle complaints expeditiously, and inform you of the outcome of the investigation as appropriate.

In most situations, we will be able to resolve the problem. You may report good faith concerns about harassment without fear of consequences or retaliation.

Any employee guilty of harassment will be subject to prompt corrective action, which may include disciplinary action up to, and including termination of employment.

Anyone who believe she or she has been subjected to unlawful discrimination or harassment in the workplace also may file a charge with the Maine Human Rights Commission (MHRC), 51 State House Station, Augusta, Maine 04333, (207) 624-6050, within 6 months of when the alleged harassment occurred. The Commission investigates complaints and attempts to resolve them to the mutual satisfaction of those involved. The charge and the evidence collected during any investigation may become a matter of public record. It is unlawful for anyone to be punished for (1) exercising his/her right to be free of harassment, (2) for making a charge in good faith with the MHRC, or (3) for testifying in good faith in any matter before the MHRC.

Safety

RSU #57 considers safety to be of primary importance. Accordingly, each employee is required to practice all safety rules required by RSU #57. Details about the safety program are available through your supervisor, and all employees are expected to be familiar with safety guidelines pertaining to their positions.

Threats/Workplace Violence

In the interest of employee safety, threats, threatening behavior, or acts of violence against employees or visitors will not be tolerated. Any person who makes threats or exhibits threatening behavior will be removed from RSU #57 property.

If you receive or are a witness to a threat or threatening behavior, you must report the behavior immediately to your supervisor, the building administrator, or the Superintendent of Schools regardless of your relationship with the person making a threat or perceived to be behaving in a threatening manner. We will investigate as confidentially as feasible. Employees found to have engaged in threatening behavior or in workplace violence will be subject to disciplinary action up to and including termination of employment. Additional actions may include involving appropriate outside authorities such as law enforcement personnel.

Weapons

Employees may not carry weapons, including hunting rifles, while at work, on RSU #57 premises or in our vehicles.

Smoking

In the interest of employee health and safety, smoking is prohibited on all RSU #57 premises. Employees may be subject to corrective action if caught smoking on school property.

Drug Free Workplace/Substance Abuse (See policy GBEC in Appendix)

We believe that our people are our most vital asset in delivering high quality service and that all members of the staff will contribute more effectively when free of substance abuse. We are convinced that a work environment free of substance abuse is essential to maintain a safe and productive place to work.

As a condition of employment, all RSU #57 employees will abide by the following statements:

- A. The unlawful manufacture, distribution, dispensation, or use of a controlled substance or alcohol is prohibited at RSU #57, in RSU #57 vehicles, or on RSU #57 grounds.
- B. During work hours, no staff member may be under the influence of controlled substances, except as dispensed and used pursuant to a prescription or other legal authorization.
- C. No staff member may be under the influence of alcohol during work hours.
- D. Every staff member must immediately notify his/her supervisor of the use of any medication that may affect judgement, performance, or behavior.

Any staff member who is convicted of a criminal drug statute violation must notify the Superintendent of Schools no later than 5 days after such conviction.

- E. RSU #57 must notify granting federal agencies within 10 days after receiving notice of such conviction
- F. RSU #57 will take disciplinary action up to and including employment termination against convicted employees within 30 days, and/or require them to participate in an approved drug abuse assistance or rehabilitation program.

Employee Relations and Communications/Open Door Policy

We believe that to create a positive and productive work environment, employees and supervisors must communicate directly. We expect a positive attitude from our employees and a willingness to work together as a team, and we urge any employee with job-related concerns and/or questions to talk with either his/her supervisor or the Superintendent of Schools.

RSU #57 strives to demonstrate its commitment to all employees by responding to concerns effectively and on a timely basis. If you have a conflict or issue with someone or something at work, you should take the following steps to resolve it.

Talk with the person(s) involved in the issue. Direct communication is one of the most powerful conflict resolution tools available.

If that doesn't work, or doesn't seem appropriate, present your concerns to your supervisor. S/he may be able to help you see the problem from a different perspective or help to solve the problem in some other way.

If the issue involves your supervisor, and you can't resolve it or don't feel comfortable approaching him/her directly, present your concern to the Superintendent of Schools

In order to build an atmosphere that supports our belief in teamwork, we encourage an open communication process where problems can be discussed and resolved in a mutually respectful atmosphere that recognizes individual situations. Your suggestions and comments on any subject are important to us, and we encourage you to take every opportunity to discuss them with us. Your position with RSU #57 will not be adversely affected if you choose to use this procedure to voice a problem or concern.

Performance Counseling and Discipline

As has been described, there are standards of conduct and performance that are necessary for RSU #57 to provide the level of service that our students, parents and taxpayers deserve. Corrective action will be taken if your personal conduct and/or performance do not meet acceptable standards. The discipline process will be initiated if you violate policies, have attendance problems, or otherwise perform below acceptable standards. In general, any of the following steps may occur:

1. Verbal counseling / Verbal warning
2. Written warning
3. Suspension
4. Termination

In most cases, we will try to work with you to resolve the problem before it reaches the suspension or termination state. At the same time, there are certain circumstances that are of such a nature that we reserve the right to immediately suspend and/or terminate an employment relationship without progressing through all steps because we believe that continuing employment would not be in RSU #57's best interest.

Solicitation and Distribution

Non-employees are prohibited from soliciting, distributing, or posting literature or materials within the working areas of RSU #57 at any time without the permission of the Superintendent of Schools.

Employees are prohibited from soliciting, distributing, or posting literature for any purpose during their working time or during the working time of any employee being approached. Working time does not include break time, meal time, or time before or after work.

No literature or materials may be posted on RSU #57 bulletin boards or elsewhere on RSU #57 premises or property without prior authorization from the Superintendent of Schools.

Fundraising activities such as the United Way campaign in which RSU #57 participates to support the community will not be limited by these rules.

SECTION F – TERMINATION OF EMPLOYMENT

Return of Equipment

All equipment and supplies issued to you must be returned no later than your last day. Your supervisor will be required to verify the return of all District equipment and supplies and, any keys you may have to District buildings. In the event the District determines any of these items are not returned, your final pay may be held until such District property is received.

Final Pay

Final pay owed to you will be made to you on the first regularly scheduled pay date following your final day of work, or sooner if required by Maine labor laws.

Address Changes

If your address changes after you leave employment with us, you must notify us of your new address to ensure that year-end tax information will reach you.

Voluntary Termination

If you decide to leave us voluntarily, we ask that you give a minimum of two weeks notice if you are in a non-supervisory position and four weeks if you are a supervisor or manager.

Notice of Termination

In the event of layoff or involuntary termination for anything other than disciplinary reasons, you will be given two weeks notice or pay in lieu of notice.

Exit Interview

Terminating employees should arrange to meet with the Payroll Office to obtain information regarding their final pay. This meeting should take place on or before the employee's final day.

References

Requests for employment references for employees will be directed to the Payroll Office. Staff will supply factual information indicating date(s) of employment, job titles, confirm pay information, and other related statements. The Payroll Office will not answer questions relating to job performance. Questions relating to job performance should be referred to the supervisor.

Staff members are not authorized to provide, on behalf of RSU #57, an external employment reference for any other employee. If a *personal* reference is being provided, it must be based solely on the *personal* (not working) relationship with the coworker.

Final Note

We realize that a summary of guidelines will not answer every question you may have, and we want to encourage you to feel free to talk with your supervisor if any of this information is unclear to you or if you have questions that are not addressed.

Once again, welcome to RSU #57. We are glad that you have joined us, and we look forward to working with you.

APPENDIX:

General

Employees who desire to be immunized against Hepatitis B may do so at District's expense. Contact your school nurse or your supervisor for current instructions.

Employees may be required to attend training workshops or classes. If required, this would be arranged at the District's expense and employees typically would be paid for their attendance.

Bus Drivers

The District requires that all bus drivers pass an annual physical exam, which will be provided at District expense. If the employee prefers a different physician than is provided by the District, the employee will be reimbursed up to sixty dollars (\$60.00) upon receipt of a paid bill for this service from the employee's physician.

Driver training and orientation workshops will be provided from time to time and attendance is mandatory. You will be paid your regular hourly wage for attendance.

You are expected to participate in all safety programs.

Food Service Workers

Workshops and training may be required from time to time and attendance is mandatory. You will be paid your regular hourly wage for attendance.

Managers must hold a valid National Serv-Safe certificate (renewed every 5 years)

Food Service Assistants must hold a valid Serving-it-Safe certificate (renewed every 5 years)

Policies

See following policies

ACAB
ACAB-R
ACBA
GBEC
GBN
GBO
GCSA
GCSA-R
GCSA-E

ACAB

HARASSMENT AND SEXUAL HARASSMENT OF SCHOOL EMPLOYEES

Harassment of school employees because of race, color, sex, sexual orientation, religion, ancestry or national origin, age, or disability is prohibited. Such conduct is a violation of Board policy and may constitute illegal discrimination under state and federal laws.

Harassment

Harassment includes but is not limited to verbal abuse, threats, physical assault and/or battery based on race, color, sex, sexual orientation, religion, ancestry or national origin, age, or disability. Under the Maine Civil Rights Act, violence or threats of violence against a person or their property based on their sexual orientation are also illegal.

Sexual Harassment

Unwelcome sexual advances, suggestive or lewd remarks, requests for sexual favors, and other verbal and physical conduct of a sexual nature constitute sexual harassment when:

- A. Submission to such conduct is made either explicitly or implicitly a term or condition of an employee's work environment or employee benefits;
- B. Submission to or rejection of such conduct by an employee is used as the basis for decisions on employment benefits; and/or
- C. Such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment.

Any employee who engages in harassment or sexual harassment will be subject to disciplinary action, up to and including discharge.

All complaints of harassment will be investigated in accordance with the School Employee Discrimination and Harassment Complaint Procedure.

Notice and Training

Annually, each employee shall receive a copy of this policy and the School Employee Discrimination and Harassment Complaint Procedure. This may be accomplished by including the policy/procedure with employee paychecks or by using other appropriate means to ensure that each employee receives a copy. All newly hired employees shall be provided training about sexual harassment in accordance with Maine law.

The Superintendent is responsible for ensuring that the school unit complies with all legal requirements for posting, notification and training of employees regarding harassment and sexual harassment.

Legal Reference: Title IX of the Education Amendments of 1972 (20 USC § 1681 et seq.) Title VI of the Civil Rights Act of 1964 (42 USC § 2000d)

Americans with Disabilities Act (42 USC § 12101 et seq.)

Section 504 of the Vocational Rehabilitation Act of 1973 (29 USC §794 et seq.) Title VII (42 USC § 2000c-2; 29 CFR § 1604.11)

Age Discrimination in Employment Act (29 USC § 623) 5 MRSA §§ 4602; 4681 et seq. 20-A MRSA § 6553 26 MRSA §§ 806-807

Cross Reference: ACAB-R - School Employee Discrimination and Harassment Complaint Procedure AC - Nondiscrimination/Equal Opportunity and Affirmative Action ACAD - Hazing

Adopted: June 12, 2002, Revised: 5/9/07, Reviewed: 2/4/10; 2/13/13, 4/26/16

EMPLOYEE DISCRIMINATION AND HARASSMENT POLICY AND COMPLAINT PROCEDURE

Preamble: RSU #57 School Committee prohibits harassment and discrimination

I. Discrimination and Harassment Are Prohibited

The RSU #57 School Committee is committed to maintaining a positive climate for learning and working, one in which all individuals are free from harassment and discrimination. Discrimination against and harassment of school employees because of age, race, color, sex, religion, ancestry, national origin, or disability is prohibited.

II. Sexual Harassment

State and federal law prohibit Sexual Harassment. Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when:

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

Examples of sexual harassment include:

- | | |
|-----------------------------------|-------------------------------|
| A. Unwelcome sexual advances | B. Suggestive or lewd remarks |
| C. Unwanted hugs, touches, kisses | D. Requests for sexual favors |

III. Discipline for Discrimination or Harassment

Any employee who engages in harassment or discrimination prohibited by this policy will be subject to discipline, including in severe cases, possible dismissal.

IV. How to Make a Complaint

Employees who feel they have been harassed or discriminated against in violation of this policy should report their concerns to the building principal/director, or if uncomfortable reporting concerns to him or her, then the report should be made to the Affirmative Action Officer or the superintendent. In addition, each school site will identify another male and female to whom complaints can also be made. Employees are encouraged to discuss concerns with any of these individuals if unsure about whether discrimination or harassment has occurred. Employees will not be retaliated against for reporting suspected discrimination or harassment.

V. Complaint Handling and Investigation

1. The principal/director shall promptly inform both the superintendent and the person who is the subject of the complaint that a complaint has been received.
2. The complaint will be investigated by the principal/director, unless the superintendent chooses to investigate the complaint, or appoints another person to investigate it on his or her behalf.
3. If the complaint is against an employee of RSU #57, the employee's rights under his or her collective bargaining agreement shall be fully respected.

4. The principal/director shall keep a record of all parts of the investigation, the confidentiality rights of students and employees shall be carefully observed.
5. The principal/director may take interim remedial measures consistent with any applicable collective bargaining provisions to reduce the risk of further harassment or discrimination while the investigation is pending. The principal/director may consult with the superintendent concerning any issue relating to the investigation, conclusions and remedial and disciplinary actions.
6. If, after completing the investigation, the principal/director determines that the discrimination or harassment has occurred, the principal/director will:
 - a. Determine what, if any, remedial action is required; and
 - b. Determine what, if any, disciplinary action should be taken against the individual(s) who engaged in discrimination or harassment. Disciplinary action against students and employees shall be kept confidential in accordance with applicable state and federal law.
7. If the complaining employee is dissatisfied with the principal's/director's conclusions and/or remedial action, he or she may appeal to the superintendent. The Superintendent shall review the report of the investigation and may conduct further investigation if he or she deems it appropriate. The superintendent's decision shall be final. In the event the complaint is against the Superintendent, then the decision of the Board shall be final.

Reviewed: 2/4/10; 2/13/13, 4/26/16

DISCRIMINATION ON THE BASIS OF DISABILITY

It is the policy of RSU #57 that no otherwise qualified individual shall by reason of disability be excluded from or otherwise denied opportunity for participation in, or be denied the benefits of, the services, programs, or activities provided by RSU #57, or be subjected to discrimination by RSU #57.

The 504 Officer shall be responsible for developing and implementing such procedures as may be necessary to meet the requirements of Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act (ADA) and their respective regulations.

Legal Reference: 28 C.F.R. § 35.107(b)
 34 C.F.R. § 104.7(b)

Cross Reference: AC – Nondiscrimination, Equal Opportunity and Affirmative Action
 ACBA-R – Grievance Procedure for Persons with Disabilities

Adopted: December 11, 2002, March 12, 2008

Revised:

Reviewed: Feb. 4, 2010; Feb. 13, 2013; March 29, 2016

DRUG-FREE WORKPLACE

The School Board recognizes that alcoholism and drug dependency are treatable diseases. Left untreated, they may result in serious personal and family problems. At the same time, the Board is also seriously concerned about the effects of alcohol and drug dependency upon an employee's job performance and ability to serve as a role model for our students.

The Board believes strongly that all employees and students should be able to work and learn in an environment free from alcohol and drug abuse. Accordingly, the Board expects all employees to report for work and to perform their duties in a manner, which does not jeopardize the health, safety and well-being of co-workers and students.

No employee shall distribute, dispense, possess, use or be under the influence of any alcoholic or malt beverage. Nor shall an employee unlawfully distribute, dispense, possess, use, manufacture, or be under the influence of any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana, anabolic steroid or any other controlled substance (as defined in schedules I through V of section 202 of the federal Controlled Substance Act [21 USC § 812]; by regulation at 21 CFR, § 1300.11 through 1300.15; and in 17-A MRSA, § 1101). This applies before, during and after school hours, at school or in any other school system location, defined as follows:

“School system location” means in any school building or on any school premises; in any school-owned vehicle or in any other school-approved vehicle used to transport students to and from school or school activities; off school property at any school-sponsored or school-approved activity, event or function, such as a field trip or athletic event, where students are under the jurisdiction of the school unit; or during any period of time such employee is supervising students on behalf of the school system or otherwise engaged in school unit business.

Any employee who suspects that he/she may have an alcohol or drug dependency problem is strongly encouraged to contact his/her supervisor to seek voluntary diagnosis and treatment. The employee will be provided confidential referral services to an outside agency upon request and assisted in determining the extent to which insurance coverage to help pay for such services is available. All voluntary referrals shall be kept confidential.

Any illegal use, possession, furnishing, selling or provision of assistance in obtaining alcoholic beverages or scheduled drugs not covered by the preceding paragraph may, depending upon the circumstances, constitute sufficient grounds for discipline, up to and including dismissal. Referrals under foregoing paragraphs of this policy will not preclude disciplinary action under this paragraph, depending on the circumstances.

As provided in the Drug-Free Workplace Act of 1988, any employee is required to notify the school unit of a criminal or civil conviction for a drug violation occurring in the workplace no later than five calendar days after such conviction. In turn, the Superintendent, within 10 calendar days of learning of such a conviction, is to give written notification to the U.S.

Department of Education and to any other federal agency from which the unit receives grant funds.

Any employee who violates the terms of this policy may be allowed to participate in a drug abuse assistance or rehabilitation program approved by the Board. If such employee fails to satisfactorily participate in and complete such program, the employee shall have appropriate disciplinary sanctions taken against him/her, up to and including dismissal.

Implementation

The Superintendent shall be responsible for developing and administering appropriate procedures to implement this policy.

Communication

A copy of this policy is to be given or mailed to all current employees and to new employees at the time of their employment and is to be posted in appropriate locations throughout the school system.

Legal Reference: 20 U.S.C. § 7101-7103 (Safe and Drug-Free Schools and Communities Act)
 21 U.S.C. § 812 (Controlled Substances Act)
 41 U.S.C. §§ 701-707 (Drug-Free Workplace Act)
 21 C.F.R. §§ 1300.11-1300.15
 17-A MRSA § 1101

Cross Reference: JICH - Drug and Alcohol Use by Students

Adopted: June 9, 1993

Revised: January 23, 2008

Reviewed: February 28, 2011; March 12, 2014

FAMILY AND MEDICAL LEAVE

The school unit shall comply with all applicable provisions of the federal Family and Medical Leave Act of 1993 (FMLA), the Maine Family Medical Leave Law, and any other Board policies and collective bargaining agreements regarding family and medical leave.

The Superintendent is responsible for implementing administrative procedures to comply with this policy. It should be noted that the District may consider an employee's leave to qualify as FMLA even if the employee has not made a formal request.

Legal Reference: 26 USC § 2601 et seq.
29 CFR Part 825
26 MRSA § 843 et seq.

Cross-Reference: GBN-R1 - Family and Medical Leave Act Administrative Procedure
GBN-R2 - Maine Family Medical Leave Administrative Procedure

Adopted: August 24, 1994

Revised: February 10, 2010

Reviewed: March 28, 2011; September 29, 2014;

FAMILY CARE LEAVE

This policy governs employee leave under 26 M.R.S.A. § 636, “An Act to Care for Families,” referred to in this policy as the “Family Care Act.” Leave under this policy is referred to as “Family Care Leave.”

The Board recognizes that under Maine’s “Family Care Act,” if an employer provides paid leave under the terms of a collective bargaining agreement or employment policy, the employer must allow an employee to use the paid leave for the care of an immediate family member who is ill.

In law and for the purpose of this policy, the following definitions apply:

- A. “Employer” means a public or private employer with 25 or more employees.
- B. “Immediate family member” means an employee’s child, spouse, domestic partner, or parent.
- C. “Paid leave” means time away from work by an employee for which the employee receives compensation. Paid leave is limited to sick time, vacation time, compensatory time, and leave that is provided as an aggregate amount for use at the discretion of the employee for any of these purposes. Paid leave does not include paid short-term or long-term disability, catastrophic leave, or similar types of benefits.

Employees may take up to 40 hours of paid leave as Family Care Leave per 12-month period or the amount provided by an applicable collective bargaining agreement, whichever is greater.

The 12-month period shall be the same for all employees and shall be consistent with the 12-month period identified for the school unit’s administration of the Family Medical Leave Act (FMLA).

An employee is not entitled to use paid leave until that leave has been earned.

- A. An employee may elect which type of paid leave and the amount of each type of paid leave to use for Family Care Leave.
- B. Any employee electing to take Family Care Leave must apply such leave against available paid sick leave and if sick leave is exhausted, against personal leave, then against vacation (if applicable) until all paid leave available has been exhausted, except as otherwise provided in applicable collective bargaining agreements.

Notice/verification of illness for Family Care Leave shall be the same as that required for the employee’s own illness.

Application of Family Medical Leave Requirements

For purposes of applying family medical leave requirements (i.e., FMLA), the school unit shall treat leave under the Family Care Act in the same manner as the employer treats leave for an employee illness. Therefore, Family Care Leave and FMLA shall run concurrently.

Legal Reference: 26 M.R.S.A. § 636

Cross Reference: GBN - Family and Medical Leave

Adopted: February 10, 2010

Reviewed: March 28, 2011; September 29, 2014

EMPLOYEE USE OF ELECTRONIC DEVICES AND INTERNET

R.S.U. #57 electronic devices, networks, and Internet access are provided to support the educational mission of the schools and to enhance the curriculum and learning opportunities for students and school staff. This policy and the accompanying rules also apply to electronic devices issued directly to staff, whether in use at school or off school premises.

School unit electronic devices, network, and Internet services are provided for purposes related to school programs and operations, and performance of their job responsibilities. Incidental personal use of school electronic devices is permitted as long as such use: (1) does not interfere with the employee's job responsibilities and performance; (2) does not interfere with system operations or other system users; and (3) does not violate this policy and the accompanying rules, or any other Board policy, procedure or school rules. "Incidental personal use" is defined as use by an individual employee for *occasional* personal communications.

Compliance with the school unit's policies and rules concerning electronic device use is mandatory. An employee who violates this policy and/or any rules governing use of the school unit's electronic devices shall be subject to disciplinary action, up to and including termination. Illegal uses of the school unit's electronic devices will also result in referral to law enforcement.

R.S.U. #57 electronic devices remain under the control, custody, and supervision of the school unit at all times. The school unit reserves the right to monitor all electronic device and Internet activity by employees. Employees have no expectation of privacy in their use of school electronic devices.

Employees will be informed of this policy and the accompanying rules annually through handbooks, the policy section of the district website, and/or other means selected by the Superintendent.

The Superintendent is responsible for implementing this policy and the accompanying rules. Additional administrative procedures or school rules governing the day-to-day management and operations of the school unit's electronic device system may be implemented, consistent with Board policies and rules. The Superintendent may delegate specific responsibilities to the Technology Coordinator and others, as he/she deems appropriate.

Cross Reference: EGAD – Copyright Compliance
GCSA-R – Employee Use of Electronic Devices and Internet Rules
IJNDB – Student Computer and Internet Use

Adopted: June 11, 2008

Reviewed: April 25, 2011; April 9, 2014

EMPLOYEE USE OF ELECTRONIC DEVICES AND INTERNET RULES

These rules implement Board policy GCSA (Employee Use of Electronic Devices and Internet). Each employee is responsible for his/her actions and activities involving school unit electronic devices, networks, and Internet services, and for his/her electronic device files, passwords, and accounts. These rules provide general guidance concerning the use of the school unit's electronic devices and examples of prohibited uses. The rules do not attempt to describe every possible prohibited activity by employees. Employees who have questions about whether a particular activity or use is prohibited are encouraged to contact a building administrator or the Technology Coordinator.

A. Consequences for Violation of Electronic Devices Use Policy and Rules

Failure to comply with Board policy GCSA, these rules, and/or other procedures or rules governing electronic devices use may result in disciplinary action, up to and including termination. Illegal use of the school unit's electronic devices will also result in referral to law enforcement.

B. Access to School Use of Electronic Devices, Networks, and Internet Services

The level of employee access to school unit electronic devices, networks, and Internet services is based upon specific job requirements and needs. Unauthorized access to secure areas of the school unit's electronic devices and networks is strictly prohibited.

C. Acceptable Use

R.S.U. #57 electronic devices, networks, and Internet services are provided to employees for administrative, educational, communication, and research purposes consistent with the school unit's educational mission, curriculum, and instructional goals. All Board policies, school rules, and expectations for professional conduct and communication apply when employees are using the school unit's electronic devices, networks, and Internet services.

D. Personal Use

School unit electronic devices, network, and Internet services are provided for purposes related to school programs and operations, and performance of their job responsibilities. Incidental personal use of school electronic devices is permitted as long as such use: 1) does not interfere with the employee's job responsibilities and performance; 2) does not interfere with system operations or other system users; and 3) does not violate this policy and the accompanying rules, or any other Board policy, procedure, or school rules. "Incidental personal use" is defined as use by an individual employee for *occasional* personal communications.

E. Prohibited Uses

Examples of unacceptable uses, which are expressly prohibited, include, but are not limited to, the following:

1. Any use that is illegal or which violates other Board policies, procedures, or school rules, including harassing, discriminatory or threatening communications and behavior, violations of copyright laws, etc. The school unit assumes no responsibility for illegal activities of employees while using school electronic devices.
2. Any use involving materials that are obscene, pornographic, sexually explicit or sexually suggestive;
3. Any inappropriate communications with students or minors;
4. Any use for financial gain, or for commercial, advertising, or solicitation purposes that are of a private nature.
5. Any use as a forum for communicating by email or any other medium with other school users or outside parties to solicit, proselytize, advocate or communicate the views of an individual or non-school-sponsored organization; to solicit membership in or support of any non-school-sponsored organization; or to raise funds for any non-school-sponsored purpose, whether profit or not-for-profit. No employee shall knowingly provide school e-mail addresses to outside parties whose intent is to communicate with school employees, students, and/or their families for non-school purposes. Employees who are uncertain as to whether particular activities are acceptable should seek further guidance from the building principal or other appropriate administrator.
6. Any communication that represents personal views as those of the school unit or that could be misinterpreted as such;
7. Downloading or loading software or applications without permission from the system administrator. Unauthorized copying of software is illegal and may subject the copier to substantial civil and criminal penalties. The school unit assumes no responsibility for illegal software copying by employees.
8. Sending mass emails to school users or outside parties for school or non-school purposes without the permission of the building administrator.
9. Any malicious use or disruption of the school unit's electronic devices, networks, and Internet services; any breach of security features; or misuse of electronic device passwords or accounts (the employee's or those of other users);
10. Any misuse or damage to the school unit's electronic device equipment, including opening or forwarding email attachments (executable files) from unknown sources and/or that may contain viruses;
11. Any attempt to disable or circumvent the school unit's filtering/blocking technology;
12. Failing to report a breach of computer security to the system administrator;
13. Using school electronic devices, networks, and Internet services after such access has been denied or revoked; and

14. Any attempt to delete, erase, or otherwise conceal any information stored on a school electronic device that violates these rules or other Board policies or school rules, or refusing to return electronic device equipment issued to the employee upon request.

F. No Expectation of Privacy

R.S.U. #57's use of electronic devices remain under the control, custody, and supervision of the school unit at all times. The school unit reserves the right to monitor all electronic devices and Internet activity by employees and other system users. Employees have no expectation of privacy in their use of school electronic devices, including email messages, stored files, and Internet access logs.

G. Disclosure of Confidential Information

Employees are expected to use appropriate judgment and caution in communications concerning students and staff to ensure that personally identifiable information remains confidential.

H. Employee/Volunteer Responsibility to Supervise Student's Use of Electronic Devices

Employees and volunteers who use school electronic devices with students for instructional purposes have a duty of care to supervise such use. Teachers, staff members, and volunteers are expected to be familiar with the school unit's policies and rules concerning student electronic devices and Internet use and to enforce them. When, in the course of their duties, employees or volunteers become aware of a student violation, they are expected to stop the activity and inform the building principal.

I. Compensation for Losses, Costs and/or Damages

The employee is responsible for compensating the school unit for any losses, costs, or damages incurred by the school unit for violations of Board policies and school rules while the employee is using school unit electronic devices, including the cost of investigating such violations. The school unit assumes no responsibility for any unauthorized charges or costs incurred by an employee while using school unit electronic devices.

Cross Reference: GCSA - Employee Computer and Internet Use

Adopted: June 11, 2008

Reviewed: April 25, 2011; April 9, 2014

EMPLOYEE COMPUTER/INTERNET USE ACKNOWLEDGMENT FORM

No employee shall be allowed to use school computers or the Internet until he/she has signed and returned this acknowledgment.

I have read policy GCSA - Employee Computer and Internet Use and GCSA-R - Employee Computer and Internet Use Rules and understand their terms and conditions.

Print Name

School

Signature

Date