

# **EMPLOYEE HANDBOOK**

# **W**

# **Weedsport Central School District**

**Covering**

**Business Manager,**

**Director of Operations & Technology Infrastructure,**

**Director of Operations,**

**and Transportation Supervisor**

**December 2023**

# **WEEDSPORT CENTRAL SCHOOL DISTRICT**

## **EMPLOYEE HANDBOOK**

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# **WEEDSPORT CENTRAL SCHOOL DISTRICT**

## **EMPLOYEE HANDBOOK**

### **I. INTRODUCTORY POLICIES**

This Employee Handbook has been prepared to inform and familiarize our employees with the basic personnel policies, practices, and procedures of Weedsport Central Schools. These policies, practices and procedures are the guiding principles by which we operate and are designed to provide you with the basic information regarding the benefits and responsibilities associated with your employment.

While our policies, practices and procedures have been established for the benefit of Weedsport and our employees, they are not completely rigid and, where the situation arises which justifies the consideration of a change in policy, such situation should be brought to the attention of the District Administration (typically, the Superintendent, or his/her designee). Weedsport strives to fairly administer and enforce these policies and all employees are expected to abide by and follow them.

#### **A. HANDBOOK POLICIES**

The policies in this handbook are intended to give our employees a general description of the benefits and responsibilities associated with their employment by Weedsport. They contain information that is intended to ensure the smooth operation of Weedsport and contribute to your well being as an employee hereof. As necessary, we may delete, amend, or modify these policies. Changes in policy will be communicated to employees through periodic updates. There may also be other Weedsport practices that all employees should be familiar with which are not covered in these guidelines. These will be communicated to you.

#### **B. EQUAL EMPLOYMENT OPPORTUNITY**

Weedsport is committed to the principles of equal employment opportunity. It is therefore the policy of Weedsport, in accordance with applicable federal, state and local laws, not to discriminate against any applicant for employment, any employee, or to tolerate harassment of our employees because of age, color, disability, gender/sex, marital status, mental condition, national origin or ancestry, physical condition, pregnancy, race, religion, union activity or non-activity, veteran status or any other characteristic protected by state or federal law unrelated in nature and extent to an individual's ability to perform a job. Job applicants and present employees are evaluated solely on the basis of their ability, experience and job performance.

It is the policy of Weedsport to offer equal employment opportunities to all qualified individuals with a disability, or those perceived to be disabled, in regard to job application procedures, hiring, advancement, compensation, training and other terms, conditions, and privileges of employment. Further, Weedsport will make all reasonable accommodations necessary to enable qualified individuals with a disability to apply for, gain, or retain employment with Weedsport, and to enjoy the benefits of employment enjoyed by non-disabled job applicants and employees.

If you believe that you are the victim of unlawful discrimination, or that your work is being unreasonably interfered with by such conduct, you are required to immediately report the conduct to your Supervisor or to the Compliance Officer.

# WEEDSPORT CENTRAL SCHOOL DISTRICT

## EMPLOYEE HANDBOOK

### I. INTRODUCTORY POLICIES – CONTINUED

#### C. ANTI-HARASSMENT IN THE SCHOOL DISTRICT POLICY

All harassing conduct is prohibited regardless of whether it is committed by an employee's supervisor, coworker or by a non-employee. Harassing conduct is offensive behavior which is motivated by the individual's attitudes and/or impermissible stereotypes about certain groups of people, i.e. women, racial groups, religious groups, older people, individuals with a disability, or any other group protected by state or federal law. There are two types of such conduct: (1) tangible employment action discrimination, which can only be committed by an employee's supervisor(s) and (2) hostile environment harassment, which can be committed by supervisors, coworkers and non-employees.

1. Tangible Employment Action Discrimination: A tangible employment action is an employment-related decision made by a supervisor that results in a significant change in a particular employee's employment status. This can include actions such as: hiring and firing; promotion or failure to promote; demotion; undesirable reassignment; compensation decisions; undesirable work assignments, etc. If such an action is based upon an employee's sex, race, religion, age, disability, or any other characteristic protected by federal, state or local law, it would constitute tangible employment action discrimination. Some examples of tangible employment action discrimination might include: (1) a male supervisor fires a female employee because she refused his sexual advances; (2) a Caucasian supervisor gives an African-American employee a bad performance review because of her prejudice against African-Americans; or (3) a supervisor refuses to promote an employee who needs to use a wheelchair because of the employee's disability.
2. Hostile Work Environment Harassment: Hostile work environment harassment involves conduct, which has the purpose or effect of interfering with an employee's work performance or creating an intimidating, hostile, or offensive working environment. The following are some illustrative examples of harassing conduct which could result in hostile work environment harassment: (1) unwanted physical contact or conduct of any kind, including sexual flirtations, touching, advances, or propositions; (2) verbal harassment, threats and hostile comments regarding an individual's or groups' sex, age, color, disability, national origin, physical condition, pregnancy, race, religion, or any other characteristic protected by state or federal law, including offensive comments, jokes or references; (3) the display in the workplace of demeaning, insulting, intimidating, or sexually suggestive objects, pictures, or photographs; and (4) demeaning, insulting, intimidating, or sexually suggestive written, recorded, or electronically transmitted messages.
3. Protection Against Retaliation: Retaliatory behavior directed against complainants, witnesses, and/or any other individuals who participate in the investigation of a complaint or claim of harassment is strictly prohibited. When Weedsport investigates a complaint of harassment, the official who interviews the parties and witnesses will remind these individuals about the prohibition against retaliation. Follow-up inquiries will be made after the resolution of the harassment complaint to verify that no individual involved in the complaint or investigation process has suffered retaliation.

# WEEDSPORT CENTRAL SCHOOL DISTRICT

## EMPLOYEE HANDBOOK

### I. INTRODUCTORY POLICIES – CONTINUED

#### C. ANTI-HARASSMENT IN THE SCHOOL DISTRICT POLICY – CONTINUED

4. Report Harassing Conduct Before it Becomes Severe: Weedsport employees are encouraged to report harassing conduct before it becomes severe. Weedsport will take appropriate action to stop such conduct even before it rises to the level of unlawful harassment.
5. Complaint Process: Weedsport employees are strongly encouraged to report even isolated incidents of harassing behavior. Any employee who encounters harassing conduct is to notify his or her immediate supervisor immediately. If the employee believes that reporting the incident to his or her supervisor would be inappropriate, the employee should instead contact the Compliance Officer. Any supervisor who receives a complaint about harassing conduct is to report it to the Compliance Officer or Superintendent as soon as possible.
6. Confidentiality: Weedsport will protect the confidentiality of harassment allegations to the extent possible. However, Weedsport cannot guarantee complete confidentiality, since it cannot conduct an effective investigation without revealing certain information to the alleged harasser and potential witnesses, and because law may require disclosure. Nevertheless, to the extent permitted by law, information about the allegation of harassment will be shared only with those who need to know about it. Records relating to harassment complaints will be kept confidential on the same basis.
7. Investigator: Our investigator of harassment complaints will be an individual appointed by the Superintendent. The investigator will not be either the alleged harasser or a subordinate to the alleged harasser.
8. Investigation: As soon as the investigator learns about the alleged harassment, he/she should determine whether a detailed fact-finding investigation is necessary. For example, if the alleged harasser does not deny the accusation, there generally would be no need to interview witnesses, and the Superintendent could immediately determine appropriate corrective action. If a fact-finding investigation is necessary, it will be launched immediately. The amount of time that it will take to complete the investigation will depend on the particular circumstances. If, for example, multiple individuals were allegedly harassed, then it will take longer to interview the parties and witnesses. It may be necessary to undertake intermediate measures before completing the investigation so that further harassment does not occur. Some examples of such measures are making scheduling changes so as to avoid contact between the parties; transferring the alleged harasser; or placing the alleged harasser on suspension pending the conclusion of the investigation.

# WEEDSPORT CENTRAL SCHOOL DISTRICT

## EMPLOYEE HANDBOOK

### I. INTRODUCTORY POLICIES – CONTINUED

#### C. ANTI-HARASSMENT IN THE SCHOOL DISTRICT POLICY – CONTINUED

9. Corrective Action: Weedsport will undertake appropriate corrective action, including discipline, whenever it determines that harassing conduct has occurred in violation of this policy. Remedial measures will be designed to stop the harassment, correct its effects on the employee, and to prevent the harassment from recurring. These remedial measures will not necessarily be those that the employee requests or prefers, as long as they are effective. The employee who lodges a complaint of harassment will be informed of the findings of the investigation and of any remedial action taken. Weedsport employees who have been found to have engaged in harassing conduct will be subject to discipline, up to and including discharge.

#### D. HOURS OF WORK

Work hours are established by the Superintendent of Schools or his/her designee. The normal work week for ten (10) and twelve (12) month employees is 40 hours per week inclusive of lunch and breaks. Generally speaking, the District's hours of operation are from 7:30 a.m. to 3:30 p.m., Monday through Friday. These hours will vary for certain individual employees depending upon their responsibilities.

#### E. PAY PERIODS

Employees receive their paychecks based on a twice monthly payroll system. Pay dates will occur on the 15th of the month or the preceding Friday if the 15th is a weekend or holiday and on the 30th of the month or the preceding Friday if the 30th is a weekend or holiday.

Normally, paydays will fall between the 13th and 16th of the month and the 28th and 31<sup>st</sup> of the month. Exceptions are February and June. The second pay date in February could fall as early as the 26th.

#### F. COMPENSATION

Starting salaries will be determined by the Superintendent of Schools and any increases in those salaries will be at the discretion of the Superintendent, subject to Board of Education approval.

Effective July 1, 2024, employees covered by the handbook shall receive the following longevity stipends in the school year after the threshold was met:

- \$1,000 will be paid to employees covered by the handbook with 5 years of service (and beyond) with the Weedsport Central School District.
- \$1,250 will be paid to employees covered by the handbook with 10 years of service (and beyond) with the Weedsport Central School District.
- \$1,500 will be paid to employees covered by the handbook with 15 years of service (and beyond) with the Weedsport Central School District.

Stipends are not added to the employee's base salary.

# **WEEDSPORT CENTRAL SCHOOL DISTRICT**

## **EMPLOYEE HANDBOOK**

### **II. BENEFITS OF EMPLOYMENT**

As is the case with any organization, work at Weedsport is a balance of the benefits and responsibilities of employment. We are proud of our benefit plan and its structure. The sections below briefly outline the nature and scope of your employee benefits. Our Employee Handbook is only intended to provide basic information with regard to your benefits, and certain limitations apply to all of the benefits outlined in this Employee Handbook. Benefit eligibility is dependent upon a variety of factors, including employee classification. All of the plans are subject to change by Weedsport. [Summary plan descriptions are provided to employees regularly, and full benefit plan documents are available to employees on request at any time. The actual plan documents control all benefit issues.] We want you to fully understand your benefit package and encourage you to contact your Supervisor or other District officials if you have any questions or if you would like further information. Currently, the following benefit programs are available to eligible employees: health insurance, dental benefits, and life insurance.

#### **A. HEALTH, DENTAL, AND LIFE INSURANCE BENEFITS**

Employees interested in enrolling in Weedsport's health, dental and life insurance programs should contact their direct supervisors or the Superintendent to learn what benefit packages are available to them and what, if any, qualifications exist for enrolling.

The District will pay 100% of the employee's premium cost for their health insurance program and the District shall contribute up to two hundred seventy-five dollars (\$275) for a dental program providing for individual and dependent coverage for subscribing employees.

Any employee covered by the health plan sponsored by the District and who retires with 10 years of service from the District shall be eligible to continue participating in the District's plans following retirement, except that the District shall pay 100% of premium cost for **INDIVIDUAL COVERAGE ONLY**. This amount is subject to change from time to time. However, the District will not diminish the health insurance benefits provided to retirees or the contributions that the District makes on behalf of such retirees unless there is a corresponding change in benefits or contributions for a similar group of active employees. The retired employee may elect to continue with family coverage but must pay 100% of the dependent coverage.

An employee who is on authorized leave without pay (other than FMLA leave) may continue health, dental and life insurance coverage by making **FULL PREMIUM** payments to the District Office (**BOTH EMPLOYEE AND EMPLOYER SHARE**) while on said leave in order to keep their health, dental and life insurance coverage in effect. Premium payments for employees on FMLA leave will remain the same as they were at the time the leave began.

# WEEDSPORT CENTRAL SCHOOL DISTRICT

## EMPLOYEE HANDBOOK

### II. BENEFITS OF EMPLOYMENT – CONTINUED

#### B. TIME OFF BENEFITS

All employees covered by this handbook will receive the following time off benefits:

1. Paid Holidays: Twelve (12) paid holidays each school year (July 1 – June 30) as designated by the Board approved school calendar and three (3) floating holidays as follows: Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Good Friday, Memorial Day, Juneteenth, Independence Day, and three (3) floating days, which must be used before or after a holiday and when school is not in session. *If a holiday falls on a Saturday, the preceding Friday shall be celebrated as the paid holiday, and if a holiday falls on a Sunday, the following Monday shall be celebrated as the paid holiday. If said should occur on a day when school is in session or the school calendar requires services to be performed the employee shall select a day when school is not in session as the paid holiday with the approval of the Superintendent.*
2. Vacation: Twenty (20) vacation days annually (July 1 – June 30), exclusive of legal holidays and floating days. Vacation days are subject to prior approval of the Superintendent. A twelve-month employee may request to carry over into the next school year a maximum of five vacation days the following year, with the approval of the Superintendent. The total vacation entitlement, including any carry over, will not exceed 25 days during any school year. Effective July 1, 2024 an employee may "cash in" up to five (5) unused vacation days from the prior school year. Payment will be made in the last paycheck in June.
3. Sick Leave: All new employees covered by this handbook will be granted a total of fifty (50) sick leave days at the time of their appointment. Additionally, the employee will have fifteen (15) sick leave days, per school year for personal illness, physical disability, and/or family illness. A doctor's certification may be required for such leave of three or more days duration. Unused sick leave is carried over to a maximum of 200 such days. There will be no remuneration for unused sick leave days.
4. Personal Leave: Two (2) personal days, per school year (July 1 – June 30) to conduct pressing business that cannot be conducted outside of school hours. Such days, if not used, shall be added to accumulated sick leave days. Personal leave shall not be used for recreational purposes.
5. Bereavement Leave: Up to five (5) days absence will be allowed for each death occurring in the immediate family (parents, grandparents, spouse, brothers, sisters, children, grandchildren, brother-in-law, sister-in-law, parents-in-law, aunt and uncle, or relative living in the household) of the employee. Leave for death in the family shall be taken at a time proximate to the date of death, funeral, or burial.

#### C. 403(b) PLANS

The District will notify employees on an annual basis and provide the opportunity for employees to make elective deferrals to a 403(b) Plan.



# **WEEDSPORT CENTRAL SCHOOL DISTRICT**

## **EMPLOYEE HANDBOOK**

### **II. BENEFITS OF EMPLOYMENT – CONTINUED**

#### **D. FLEXIBLE SPENDING PLAN**

The District will notify regularly scheduled employees of its flexible spending plan on an annual basis and provide the opportunity for regularly scheduled employees to participate in the Flexible Spending Program. Employees electing to participate must apply on an annual basis.

### **III. IMPORTANT POLICIES, PROCEDURES, AND RESPONSIBILITIES OF EMPLOYMENT**

#### **A. PERFORMANCE STANDARDS**

All of us have a responsibility to effectively perform our jobs in an efficient and courteous manner. The success of our District is dependent on each individual successfully performing in his or her position. It is the well-established policy of Weedsport that any conduct which, in its view, interferes with or adversely affects our high standards of the District is sufficient grounds for disciplinary action ranging from warnings to discharge, in accordance with applicable laws.

It is our hope that it will seldom be necessary to discipline an employee for violation of rules and procedures or unacceptable performance. It is our goal in this regard to offer constructive criticism with courtesy and discretion. Depending upon how we view the severity of the conduct, disciplinary steps may be enforced by any or all of the following methods: verbal warnings, written warnings, suspensions or immediate discharge.

To ensure orderly operations and provide the best possible work environment, Weedsport expects employees to follow rules of conduct that will protect the interests and safety of all employees and the organization.

It is not possible to list all the forms of behavior that are considered unacceptable in the workplace. The following are examples of infractions of rules of conduct that may result in disciplinary action, up to and including termination of employment. The statements below are included for illustrative purposes, and are not meant to be all inclusive:

1. Stealing, damaging, or removing any kind of Weedsport property from the premises without authorization.
2. The possession of weapons on District property is strictly prohibited.
3. Smoking or using any tobacco products on District property.
4. The use or possession of intoxicants or drugs on District property is prohibited.
5. Dishonesty, including theft (directed at the District or another employee), falsification of District records, altering time cards, recording another employee's time, or misuse of telephones, couriers, etc., office equipment, computers or internet for personnel use.

# **WEEDSPORT CENTRAL SCHOOL DISTRICT**

## **EMPLOYEE HANDBOOK**

### **III. IMPORTANT POLICIES, PROCEDURES, AND RESPONSIBILITIES OF EMPLOYMENT – CONTINUED**

#### **A. PERFORMANCE STANDARDS – CONTINUED**

6. Unsatisfactory work.
7. Safety is everyone's responsibility. Safety rules must be followed. All injuries – no matter how slight – must be reported to the employee's Supervisor at once. Failure to comply may result in disciplinary action.
8. Unreported absences, continued absenteeism or tardiness.
9. Horseplay, fighting, threatening and/or attempting bodily injury.
10. Insubordination, including insulting, abusive or threatening actions or language toward a Supervisor or any representative of the District Board and Administration or another Employee.
11. Leaving work early without approval.
12. Use of work time to conduct personal business.
13. Immoral conduct will not be tolerated upon the premises at any time.
14. Conduct at work which may damage the reputation of Weedsport (e.g., gambling) will not be tolerated upon the premises.
15. Incoming and outgoing personal calls are discouraged and should be kept to a minimum.
16. Sexual or other unlawful or unwelcome harassment as described in the District's Anti-Harassment in the School District Policy is sufficient cause for immediate discharge.

#### **B. ATTENDANCE GUIDELINES**

On those occasions when an absence is unavoidable, it must be reported as soon as the employee knows he/she will be absent. In most instances, the absence should be reported to the employee's immediate supervisor.

Employees who are ill are required to notify their supervisor of their illness and when they intend to return to work. Absences of five (5) days or more require a doctor's statement to be submitted to their supervisor when the employee returns to work.

Absenteeism, regardless of reason, can seriously hamper the education of our students, reduce efficiency in support services and affect the quality of programs we provide. The need for dependability cannot be overemphasized.

# WEEDSPORT CENTRAL SCHOOL DISTRICT

## EMPLOYEE HANDBOOK

### III. IMPORTANT POLICIES, PROCEDURES, AND RESPONSIBILITIES OF EMPLOYMENT – CONTINUED

#### C. CONFIDENTIALITY

Confidential information is not to be shared with any persons outside District. Confidential information includes (but is not limited to) student information, personal information on employees or students; medical information; policy making information; and personnel information.

#### D. CODE OF ETHICS/CONFLICTS OF INTEREST

All District officers and employees are subject to standards of conduct, which are outlined in our Board of Education Policies. Specifically, the District's policies cover the following: receiving gifts, confidential information, representation before the Board, representation before any agency for a contingent fee, disclosure of interest in matters before the Board/District, investments in conflict with official duties, private employment, future employment, etc. Please familiarize yourself with our policies in this regard. Violations of these policies may lead to disciplinary action against the offending party.

#### E. COMPUTER SYSTEM/INTERNET USE

The use of school computers, networks, and Internet access (referred to below as both "Computer System" or "System") is a privilege. The System is provided to students and staff to support the educational mission of the District. Accordingly, it should be used only for educational purposes.

Both the computer/network equipment and all computerized files (including, but not limited to, programs, documents, e-mail, accessed Web pages, etc.) contained in them are the property of the District. The District will have complete access all such files to monitor appropriate usage of its Computer System as well as to perform system maintenance from time to time. Consequently, ***no user of the Computer System should have any expectation of privacy with respect to any computerized file stored in the memory of the System.***

Staff will be expected to monitor student usage of the Computer System. The monitoring will include (but will not be limited to) walking around the classroom/library and observing student usage, use of computer equipment (in a computer lab for example) to monitor each student's usage, review of computerized logs of use, etc. The District will notify students and parents of this monitoring in its newsletter, by mail, and in the student handbook. It should be made clear in each form of notification that ***usage of the System will be viewed as consent by the user to this monitoring by the District.***

# WEEDSPORT CENTRAL SCHOOL DISTRICT

## EMPLOYEE HANDBOOK

### III. IMPORTANT POLICIES, PROCEDURES, AND RESPONSIBILITIES OF EMPLOYMENT – CONTINUED

#### E. COMPUTER SYSTEM/INTERNET USE - CONTINUED

Generally speaking, the rules which govern both student and staff conduct on an everyday basis are applicable to their conduct while using the Computer System. The following provides some specific examples of prohibited uses of the System.

1. Abusive or harassing conduct, including sexual harassment.
2. Immoral conduct, including viewing, downloading or trading obscene materials.
3. Illegal and/or unlawful conduct, including copyright infringement. Users should be required to comply with all licensing and copyright regulations that may apply to systems or software.
4. Careless use of passwords or account numbers.
5. Use of others' passwords or account numbers
6. Use of obscene or vulgar language.
7. Damaging, disabling or otherwise interfering with the operation of computers, computer systems, software or related equipment through physical action or by electronic means.
8. Downloading, installing or using unauthorized software.
9. Changing, copying, renaming, deleting, reading or otherwise accessing files or software not created by the user, without express permission.
10. Using the computer system for profitmaking, personal or other non-educational purposes (including unauthorized use of instant messaging, chat rooms, bulletin boards, weblogs [or "blogs"], etc.).
11. Disclosing an individual password to others or using others' passwords.
12. Transmitting material, information or software in violation of any District policy or regulation, the school behavior code, and/or federal, state and local law or regulation.
13. Revealing personal information about oneself or of other students including, but not limited to, disclosure of home address and/or telephone number.

***This list is not intended to be comprehensive.*** Instead, it is intended as an illustration of the rules which should govern good conduct while using the Computer System.

# **WEEDSPORT CENTRAL SCHOOL DISTRICT**

## **EMPLOYEE HANDBOOK**

### **III. IMPORTANT POLICIES, PROCEDURES, AND RESPONSIBILITIES OF EMPLOYMENT – CONTINUED**

#### **E. COMPUTER SYSTEM/INTERNET USE - CONTINUED**

The District also has Board Policies regarding Acceptable Use of the District's Computer System and a mandated Internet Safety, with which all employees should be familiar.

Regardless of whether a rule is specifically listed herein on one of the Board Policies, *if the user's conduct while using the system is unbecoming either a student or staff member, appropriate disciplinary action will be taken against the violator.* The District will ultimately determine whether the conduct is inappropriate and what disciplinary action should be taken (including involving federal, state and/or local law enforcement agencies), within the boundaries of all applicable laws.

#### **F. DRUG-FREE WORKPLACE/SCHOOLS**

This District operates in accordance with New York State Education Law, and constantly strives to promote a healthful environment for all students.

To accomplish this, the District Board prohibits any employee to be under the influence, to use, to have in his/her possession, or to distribute in any way, controlled substances and/or alcohol on school property or at school sponsored activities off school property.

Employees found guilty of such charges shall be subject to disciplinary measures up to and including dismissal. Information is available for employees and students about the dangers of controlled substances and where help is available. Employees may seek referral for confidential assistance through the Superintendent.

### **IV. GENERAL POLICIES**

#### **A. FAMILY AND MEDICAL LEAVE POLICY**

Weedsport employees who have been employed for one (1) year or more are eligible to take up to twelve (12) weeks of unpaid, job-protected leave for one or more of the following reasons:

1. The birth of the employee's child;
2. The placement of a child with the employee for adoption or foster care;
3. To care for the employee's spouse, child or parent who has a serious health condition.
4. A serious health condition rendering the employee unable to perform his/her job.

# **WEEDSPORT CENTRAL SCHOOL DISTRICT**

## **EMPLOYEE HANDBOOK**

### **IV. GENERAL POLICIES - CONTINUED**

#### **A. FAMILY AND MEDICAL LEAVE POLICY – CONTINUED**

FMLA-qualifying leave may be provided for up to 12 weeks during a rolling year looking backward. In other words, an employee's FMLA leave entitlement will be determined by looking back over the 12 months immediately prior to the date the leave is scheduled to commence. If the employee has not used all 12 weeks of his/her FMLA leave during that previous 12 month period (and the requested leave is FMLA-qualifying), the employee would be eligible to take whatever amount of FMLA leave was still unused during that period. For example, if an employee used 4 weeks of FMLA-qualifying leave 6 months prior to the commencement of a second FMLA-qualifying leave, the employee would only have 8 weeks of FMLA leave remaining for that rolling year.

When an employee is not receiving either Workers' Compensation or Disability benefits during an FMLA leave, he/she must use available paid vacation as part of the 12-week leave period. Once paid leave is used up, the remainder of the 12 weeks of leave is unpaid.

Leave may be taken intermittently or on a reduced schedule when medically necessary for any of the FMLA-qualifying reasons listed above. However, the employee must request intermittent leave in writing and Weedsport will review the request and determine whether it will be granted.

Any employee requesting FMLA leave is required to provide advance leave notice and medical certification. Notice should be provided to the Superintendent of Schools. Approval of leave may be denied if the FMLA requirements are not met. The employee ordinarily must provide 30 days advance notice when the leave is foreseeable. If an employee fails to provide the required 30 days' notice for foreseeable leave, Weedsport may deny the leave until at least 30 days after the request. If the leave is unforeseeable, notice must be given as soon as possible.

The employee may be required to provide medical certification to support a request for leave due to the employee's or his/her family member's serious health condition and may be required to have second or third medical opinions (at Weedsport's expense). Weedsport may request periodic updates during the leave regarding the employee's status.

The employee must provide a fitness-for-duty certification from a physician for reinstatement. Weedsport may deny reinstatement until the employee submits this required certification.

The employee will not lose any previously accrued benefits or seniority, if any. However, benefits such as vacation time and sick leave do not accrue during the leave.

The employee will be required to forward to Weedsport any co-payment for his/her portion of benefit premiums (e.g., health insurance premiums) on a monthly basis. If the employee fails to return to work after the period of leave expires, Weedsport may recover the premiums it paid on the employee's behalf during the leave period.

Weedsport will restore the employee to his/her original or equivalent position with the same rate of pay and benefits, subject to statutory exceptions. Performance reviews or salary consideration that would have occurred during the leave will occur upon return to work.

# **WEEDSPORT CENTRAL SCHOOL DISTRICT**

## **EMPLOYEE HANDBOOK**

### **IV. GENERAL POLICIES - CONTINUED**

#### **A. FAMILY AND MEDICAL LEAVE POLICY – CONTINUED**

There will be no retroactive pay increases. Increases, if any, will be effective after the date of return. For absences of 30 days or more, Weedsport may elect to defer an evaluation for an amount of time equivalent to that of the absence.

#### **B. JURY DUTY**

Employees should notify their Supervisor immediately upon receipt of a summons to report for jury duty. Employees will receive their full pay for workdays missed as a result of jury service, less any compensation the employee received for that service.

Unless advised to the contrary by your Supervisor, if jury duty is for part of the day only, the employee will be expected to report to work for the balance of the day, whenever possible. There may be days when there are no jury obligations, and on those days, employees are expected to report to work. Upon completion of jury duty, the time sheet provided to you from the Court is to be given to your Supervisor.

#### **C. MILITARY LEAVE**

If you are a member of a military reserve group, such as the National Guard, or another branch of the U.S. Armed Forces, and are required to be absent from work to participate in training activities, temporary emergency duty, or are called to active duty, a leave will be available to you. Under many circumstances, you will have an "unqualified" right to reemployment if you had been released under honorable conditions and you previously provided us with advance notification of your leave. Weedsport will follow the requirements of federal and state law in this regard.

#### **D. CELL PHONE USAGE**

It is illegal in New York State to use a hand-held cellular telephone while operating a motor vehicle. The use of hand-held cell phones while operating either a District vehicle or your own personal vehicle while on District business is strictly prohibited.

#### **E. EXPENSE REIMBURSEMENT**

School district employees will be reimbursed for reasonable, actual and necessary out-of-pocket expenses that are legally authorized and incurred while traveling for school related activities.

In conformance with Board of Education policy and regulations, the claimant must complete and sign an expense voucher, attach all available receipts or other expense documentation, together with a copy of the approved conference attendance request form and report (if required), and submit the same to the appropriate administrator for consideration of reimbursement.

# **WEEDSPORT CENTRAL SCHOOL DISTRICT**

## **EMPLOYEE HANDBOOK**

### **IV. GENERAL POLICIES - CONTINUED**

#### **F. EMERGENCY SCHOOL CLOSINGS**

Office personnel are expected to report for work on days when school is closed for emergency or weather related conditions. Any employee who finds it impossible to report to work must notify their supervisor. Such absence cannot be considered for personal leave. The superintendent and/or his/her designee will make a determination with the individual employee about an appropriate way to make up for any lost time because of such days.

#### **G. RIGHT-TO-KNOW**

Employees not only have a right but also a responsibility to know about hazardous materials and substances they may be exposed to in the course of their employment. Employees receive training on an annual basis. Material Safety Data Sheets (MSDS) are available from District's Superintendent of Buildings and Grounds.

#### **H. PERSONNEL FILES**

An individual personnel file is maintained for each District employee in the District Office. Files contain copies of the necessary data, forms, evaluations, records, etc. relating to his/her employment. Upon receipt of appropriate notice, employees may review their personnel files. Such reviews shall take place in the presence of a District official designated by the Superintendent.

#### **I. JOB VACANCIES**

When vacancies occur, the jobs will be posted in each work area. Consideration will be given to promotions.

#### **J. RESIGNATIONS**

Resignations should be submitted in writing to the appropriate supervisor or administrator with a copy to the Superintendent of Schools. Employees are required to provide thirty days notice to the District. Resignations may not be withdrawn once they have been accepted by the Board.

#### **K. RETIREMENT NOTICE INCENTIVE**

Effective July 1, 2024, employees who retire within the meaning of retirement for the purposes of New York State Teachers' Retirement System or the New York State and Local Retirement System will be reimbursed thirty-five dollars (\$35) for each accumulated sick day in the 2024 – 2025 school year, and forty dollars (\$40) in the 2025 – 2026 school year, if the employee has a minimum of 50 sick leave days available and up to a maximum of two-hundred (200) days, provided that the eligible employee gives the District written, irrevocable notice of their retirement at least six (6) months prior and works through June 30 of the school year.



## **L. FURTHER INFORMATION POLICY**

If you have a question that is not answered in this Employee Handbook, or if you would like further information, always feel free to speak with your supervisor.

Communication and understanding are an important aspect of any organization. We encourage you to communicate your feelings, concerns, and ideas about our operations as we will likewise communicate with you about developments and changes that occur.

No Employee Handbook can answer every question regarding your employment. If you have any questions regarding our benefits or policies, or about your responsibilities as an employee - **JUST ASK!**

# **WEEDSPORT CENTRAL SCHOOL DISTRICT**

## **RECEIPT OF EMPLOYEE HANDBOOK**

I have received the Employee Handbook of the Weedsport Central School District. I agree to abide by the policies and procedures contained in it. I understand that the policies and benefits explained in the Employee Handbook may be updated, modified, or deleted at any time and that it is my responsibility to keep apprised of any changes.

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Signature

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Date

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Print Name

This form must be completed in full and submitted to the District Office within five (5) days of receipt of the Employee Handbook. Thank you in advance for your cooperation.