It is the mission of the Ridley School District to create a caring environment that gives all students the opportunity to achieve their fullest personal and academic potential in order to become productive and responsible citizens.
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Ridley School District
Classified Support Personnel Handbook
Paraprofessional

As part of an ongoing effort to consolidate may aspects of the Ridley School District support employee programs, the following reflects an attempt to treat, in a fair and consistent manner, the rules, regulations, wage schedules, and benefits, as these and other items impact on support personnel.

For reference purposes, this handbook encompasses all personnel areas with the exception of those professional employees represented by the recognized bargaining unit as certified by the Pennsylvania Labor Relations Board under Act 195. These classified areas include, but are not limited to the following:

- Paraprofessionals: library, instructional, noninstructional, nurse assistants (health room aides-RN), technology, behavior support
- Custodial: building, head
- Food Service: manager, department head and assistant, cook manager, head cook, head and first assistant cashier, breakfast and routine worker
- Maintenance: foreman, skilled/certified, mechanical/general
- Secretarial: coordinator, 10 and 12 month
- Transportation: driver, aide

None of the articles discussed in this handbook are intended to be contractual; moreover, the contents are to be used by the support employee to assist in understanding the School District’s policies and procedures as they affect the employee’s position within the School District.

DEFINITIONS

Please note that effective 1 July 1987 our classified/support employees were divided into two distinct areas for discussion and placement purposes.

**Hourly Employee** – a school district classified employee (part-time or full-time) whose wages are computed in terms of a fixed hourly rate multiplied by hours on the job.

**Salaried Employee** – a school district classified employee whose wages are computed in terms of a regularly paid annual stipend or fixed amount for services rendered.

All employees, hourly and salaried, who participated in the school district’s benefit programs prior to 1 July 1987 will continue to do so if the employee desires to participate, unless the employee’s position would change, thereby affecting his eligibility.

Hourly employees, hired after 1 July 1987, and any hourly employee who has not participated in the school district’s benefit programs prior to 1 July 1987 will not be eligible for participation in the benefit program, except where law mandates it, unless the employee moves into a position that would make him or her eligible.
EQUAL RIGHTS AND OPPORTUNITIES

In order to comply with Federal and State law, it is necessary for the Board of School Directors of Ridley School District to publish its equal rights and opportunities policy, to appoint directors and to approve a grievance procedure under that policy.

To comply with Federal laws, including Title IX of Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Title VI of the Civil Rights Act of 1964 and Title II of the American With Disabilities Act of 1990 (ADA), State laws, and State Department of Education regulations concerning equal rights and opportunities and to assure these within our school community, Ridley School District declares itself to be an Equal Rights and Opportunities school district. It does not discriminate against individuals or groups because of race, color, national origin, religion, age, sex, marital status, or disability. Ridley School District's commitment to non-discrimination extends to students, employees, prospective employees, and the community.

Equal Rights and Opportunity Director

Compliance Director and Areas of Responsibility
The district administrator overseeing Human Resources/Personnel is designated as Equal Rights and Opportunities Director for Ridley School District.

It is the Director's responsibility to make certain that all educational programs and activities and all employment practices are free from discrimination on the basis of those conditions stated in the policy. This responsibility includes instructing appropriate persons in the Ridley School District in the provisions of the laws and regulations concerning equal rights and opportunities and fair employment practices. This district administrator can be reached at the Ridley School District, 901 Morton Avenue, Suite 100, Folsom, Pennsylvania 19033, or by telephoning (610) 534-1900 and requesting to speak to the human resources/personnel administrator.

Grievance Procedure Under Equal Rights and Opportunities

Any student or employee of this district who believes he or she has been discriminated against, denied a benefit, or excluded from participation, in any district education program or activity, on the basis of race, color, national origin, sex, age, religion, marital status or disability, in violation of district policy, may file a written complaint with the appropriate compliance administrator designated by the Superintendent. The compliance administrator shall cause a review of the written complaint to be conducted and a written response mailed to the complainant within ten working days after receipt of the written complaint. A copy of the written complaint and the compliance administrator's response shall be provided to the Superintendent and each member of the Board of School Directors. If the complainant is not satisfied with such response, he or she may submit a written appeal to the Board of School Directors indicating with particularity the nature of disagreement with the response and his or her reasons underlying such disagreement within ten (10) days after receiving the written response.

The Board of School Directors shall consider the appeal at its next regularly scheduled Board meeting following receipt of the response. The Board of School Directors shall permit the
complainant to address the Board in public or closed session, as appropriate and lawful concerning his or her complaint and shall provide the complainant with its written decision in the matter within ten (10) days following completion of the hearing.

AFFIRMATIVE ACTION

The Board of School Directors reiterates the policy of Ridley School District and the administrative staff to continue working toward improving the recruitment, employment, development and promotional opportunities for minority employees and for women. Equal employment opportunity for all persons regardless of race, color, national origin, religion, age, sex, marital status, or disability is a fundamental policy of Ridley School District. Equal Employment Opportunity is a legal, social and moral necessity of the school district. This policy also applies to purchased services, contracts for suppliers and other agreements between the Board and other agencies, institutions and companies who must be equal opportunity employers.

AMERICANS WITH DISABILITIES ACT (ADA)

The Ridley School District in accordance with the provisions of the Americans With Disabilities Act (ADA) prohibits discrimination against persons with disabilities.

A qualified individual with a disability is an individual who, with or without reasonable accommodation, can perform the essential functions of the job. A disability is:

- a physical or mental impairment that substantially limits one or more of the major life activities of such an individual. (e.g. asthma, AIDS, diabetes, epilepsy, alcoholism, etc.)
- a record of such an impairment.
- being regarded as having such an impairment.

There are a limited number of impairments, which are not considered to be disabilities. These include:

- temporary conditions such as broken limbs, appendicitis, and influenza.
- pregnancy
- physical characteristics such as height, weight, eye color, or hair color that are within normal ranges.
- common personality traits such as poor judgment or a quick temper.
- most sexual behavior disorders.
- compulsive gambling
- kleptomania
- pyromania

An individual who cannot, without reasonable accommodation, perform the essential functions of the position held or desired is not otherwise qualified under the provisions of ADA.
A fundamental aspect of the ADA is its requirement that employers make reasonable accommodations, unless it can prove an undue hardship or direct threat, to the known disabilities of applicants and employees. Reasonable accommodation is required in three areas:

1. To permit an employee to perform the essential functions of the job.
2. In testing and application procedures.
3. To permit a disabled employee to enjoy benefits and privileges of employment that are “equal to” those afforded similarly situated non-disabled employees. This could include access to non-work areas such as break rooms and lunchrooms and participation in employer sponsored parties and picnics. The EEOC has stated that substantially equivalent benefits and privileges are acceptable.

The ADA lists specific reasonable accommodations including:

1. Making existing facilities (work and non-work areas) accessible to disabled individuals.
2. Job restructuring of non-essential, marginal job functions. This may involve transferring the function to another position.
3. Job reassignment:
   a. This is limited to current employees. Reassignment is not available to applicants.
   b. Bumping is not required.
   c. If possible, reassignment should be to a substantially equivalent position.
   d. In general, reassignment should only be considered when other accommodations pose an undue hardship.
   e. Reassignment cannot be used to segregate disabled employees to a particular job position.
4. Part-time or modified work schedules.
5. Granting unpaid leave.
6. Acquisition or modification of equipment.
7. Providing qualified readers or interpreters, but not personal items such as glasses and hearing aids.
8. Adjustment or modification of exams, training materials or policies.

In determining whether a reasonable accommodation can be made and what the accommodation should be, the employer and employee should be engaged in an interactive process. The employer is not required to provide the “best” accommodation or the one selected by the employee so long as it is sufficient to meet the job-related needs of the individual being accommodated. If the employee is found to be a qualified individual with a disability, the Ridley School District will have sixty (60) days from the date of the qualification findings to develop and implement provisions of reasonable accommodations to the known physical or mental limitations of the qualified employee with a disability. Employers are only required to accommodate known disabilities, it is the responsibility of the individual with a disability to inform the employer that an accommodation is needed.

As an employee or prospective candidate if you feel that you have a qualifying disability, please contact the district human resources/personnel administrator.
The details of the Family and Medical Leave Act (hereinafter referred to as "FMLA") guidelines are to be left to the discretion of the Superintendent, the guidelines must adhere to the following basic principles from the District policy:

1. Guides advising employees of their rights and responsibilities shall be developed and posted.
2. All requests for leave (both FMLA leave and non-FMLA leave) shall be made in writing.
3. If an employee requesting an FMLA leave qualifies for and is entitled to any paid leave under an agreement, School District policy or statutory mandate, the employee must utilize said leave during the FMLA leave.
4. Medical certification forms as allowed by the FMLA shall be required whenever authorized by the FMLA, except that the School District's current practices with respect to sick leave shall not change.
5. Employees shall be required to provide a "fitness for duty" certificate upon returning from an FMLA leave when the leave was taken because of the employee's own serious health condition.
6. For purposes of determining whether an eligible employee under the FMLA has exhausted the twelve weeks of leave "in any twelve-month period," the School District shall utilize a rolling twelve-month period measured backwards from the date leave is used so as to avoid "stacking" of back-to-back leave entitlement.
7. Employees are required to utilize FMLA leave. Leaves shall be designated as FMLA if the nature of the leave is covered by the FMLA and exceeds 10 days. If they qualify for other available leave to which they may be entitled, FMLA shall run concurrently.
8. The employee must establish, through medical certification, that there is a medical need for such a leave (as distinguished from voluntary treatments and procedures).
9. If any employee has paid premiums prior to the start of an FMLA leave for health insurance, the employee must continue to pay such premiums on the same terms and conditions as if the employee had continued to work. If the employee is delinquent in the payment of any premium by thirty days or more from the due date for the payment, the School District shall have the option to terminate coverage or to pay the employee's premiums and take action to recover the premiums from the employee. If any employee fails to return to duty after taking an FMLA leave, the School District shall recover premiums that were paid on behalf of the employee.
10. Eligibility for an FMLA leave shall be based entirely on the eligibility criteria established by the Family and Medical Leave Act. This policy shall not be construed to expand eligibility for an FMLA leave beyond what is required by the Act.
11. Notwithstanding anything herein to the contrary, this policy shall not restrict or limit any rights employees have to any leaves pursuant to any applicable agreement.
12. This policy was adopted, in part, because of the enactment of the Family and Medical Leave Act. Should that Act be repealed or declared invalid, in whole or in part, this policy shall become wholly void and a new policy will be adopted if and as necessary to comply with law.
HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY
ACT OF 1996 (HIPAA)

The Health Insurance Portability & Accountability Act of 1996 (HIPAA) contains provisions which health insurers must take to ensure that the privacy of health issues are safeguarded for employees. This is true for all members of Ridley School District.

All personnel records, which include medical data, prescription information, pre-existing health conditions, flexible spending accounts, whether medical or dependent/elder care, are kept securely locked at all times. FMLA situations, which arise, are kept confidential in the individual’s business personnel file. Access to these records is available to very limited personnel.

Electronic submissions, that would include additions, deletions, changes for medical, prescription, dental and vision care, as well as flexible spending accounts which are offered to employees, are done through Internet access using a secure user name and password, (this is changed periodically) which is also kept confidential. Here at Ridley, the Benefits Coordinator transmits this type of information.

Employee health information should not be used as a criterion for employment.

Social security numbers and birth dates should be kept on a confidential level.

Members’ medical claims and situations are not openly discussed and any paper matter, that may arise, is kept securely locked in each individual’s business personnel file.

Individuals not involved with handling medical benefits, claims’ questions, etc., are not permitted at any time to discuss employees’ absences, reasons for these absences or anything pertaining to employees’ medical conditions. Information will be released on an individual basis to the proper person here at Ridley School District for resolution only after a signed authorization to release private health information (PHI) has been signed by the employee.

Medical documentation should be submitted in a sealed envelope that is marked confidential to the Benefits Coordinator, Business Manager, or the administrator overseeing human resources, these individuals serve as Privacy Officers for HIPAA. Any mail that is not addressed to a specific person and has a return address of a medical nature should be handed to these Privacy Officers as well.
It is the policy of the Ridley School District to maintain a working and learning environment free from sexual harassment. Sexual harassment is hereby prohibited. Any employee of the District who engages in conduct, which constitutes sexual harassment as defined in this policy shall be subject to discipline up to and including discharge. Any employee of the District who is subjected to sexual harassment in the course of his or her employment or as a result of his or her employment with this school district shall have the right to file a complaint under this policy. Any student who is subjected to sexual harassment in the course of his or her tenure as a student in this school district shall have the right to file a complaint under this policy.

Definition of Sexual Harassment

Sexual harassment is a form of sex discrimination prohibited by Titles VII and IX of the Civil Rights Act of 1964, as amended, and the Pennsylvania Human Relations Act. The following behavior constitutes prohibited sexual harassment for the purposes of this policy:

1. unwelcome sexual advances; or
2. requests for sexual favors; or
3. other unwelcome verbal or physical conduct of a sexual nature, where
   a. submission to such conduct is explicitly or implicitly required to the recipient; or
   b. submission to or rejection of such conduct is used as the basis of school or work related decisions affecting the recipient; or
   c. such conduct has the purpose or effect of unreasonably interfering with the recipient’s work or school performance or of creating an intimidating, hostile, or offensive working or learning environment.

Consequences of Violation of Policy by Employees

Any employee of this District who is found to have engaged in conduct constituting sexual harassment may be subject to discipline up to and including discharge. In addition, any employee or student found to have violated this policy may be required to participate in educational or training activities, counseling, or mediation, as a condition of continued employment. Determination of the appropriate disciplinary sanctions or educational or conciliatory requirements shall be based upon the circumstances of the individual case, considering the following factors among others:

1. severity of the misconduct;
2. pervasiveness or persistence of the misconduct;
3. effect on the victim or victims; and/or
4. intent of the perpetrator.

Complaint Procedure

1. The District Sexual Harassment Liaison is the central office administrator that oversees human resources. It shall be the said individual’s responsibility to promptly and thoroughly investigate any and all sexual harassment complaints received or referred by other District staff, and make recommendations to the Superintendent based upon that investigation.
2. Each building principal shall designate one individual to receive sexual harassment complaints from staff and students in that building. Each school year, staff and secondary students shall be notified of the identity of the designated individual, and shall be informed that the said individual is available to receive sexual harassment complaints, answer questions concerning sexual harassment, and assist in resolving problems within the building which may involve sexual harassment. The verbal or written complaint shall contain, at the very least, the name of the Complainant, the allegations complained of, the name of the individual responsible for the actions complained and/or any pertinent dates or names of possible witnesses. Sexual harassment complaint forms shall be made available in each school office for individuals who would prefer to file such complaints in writing.

3. Students and staff shall also be informed that they may lodge sexual harassment complaints with other appropriate individuals in the district. Students may lodge complaints with teachers, counselors, nurses, or administrators. Staff may lodge complaints with their building principals or the District Sexual Harassment Liaison, or may lodge complaints through their union representatives.

4. In the case of sexual harassment complaints lodged by staff members with the building principal or principal’s designee, the principal or designee may, at the complainant’s request, attempt to resolve the problem informally. If an informal resolution satisfactory to the complainant is reached, no further investigation or action by the District is required.

5. All other complaints not informally resolved to the complainant’s satisfaction, and all complaints lodged by students against staff, shall be referred to the Sexual Harassment Liaison, who shall initiate an investigation which shall include, but not be limited to, the following:
   a. interview of complainant
   b. interview of accused
   c. interview of any other persons with personal knowledge of the allegations of the complaint.

6. Investigations of complaints shall be initiated within five (5) business days of the filing of the complaint. The term “initiate” as used in this context would include the commencement of the preliminary steps of an investigation including such things as the review of the complaint and the scheduling of interviews.

7. All employees involved in such an investigation shall maintain strict confidentiality.

Disposition of Complaint

1. Although investigations should be done as expeditiously as possible, an investigation shall be continued until the District Sexual Harassment Liaison (DSHL) can make a judgment as to whether or not the complaint is substantiated. However, within thirty (30) days of receiving the complaint, the DSHL should issue findings regarding the investigation and note whether or not additional time is necessary in which to investigate the complaint.

2. After an investigation has been conducted, and the DSHL has determined whether charges are substantiated or not, the DSHL shall either within forty-five (45) days of receiving the complaint:
a. if the charges are not substantiated or inconclusive inform the Complainant of the same in writing within three (3) days of the conclusion of the investigation; or

b. if the charges are substantiated, inform the Complainant of the same in writing within three (3) days of the conclusion of the investigation. The individual charged in the complaint will have ten (10) days in which to appeal the findings of the SHL’s investigation to the Superintendent subject to the limitations identified below:
   i. If the conclusion of the investigation results in disciplinary action on the part of the district of district employees covered by a grievance procedure in a collective bargaining agreement, the employee shall utilize either the grievance procedure in the collective bargaining agreement, or
   ii. may appeal the finding to the Board of School Directors, but not both.

c. upon completion of an investigation, and any steps, which follow, all records and documents generated shall be confidential and shall be dealt with in accordance with the School District’s policies on student records and employee personnel files.

3. In a case investigated by the District Sexual Harassment Liaison (DSHL), the results of the investigation shall be reported in writing to the Superintendent, the complainant, and the accused. Such report shall include a conclusion and a summary of facts upon which such conclusion is based, and a recommendation as to remediation, if appropriate.

4. If the DSHL concludes that unlawful sexual harassment has occurred, the Superintendent shall determine appropriate remediation and/or discipline. Any disciplinary action shall be subject to limitations of the School Code and other applicable law and any applicable bargaining agreement.

5. If the DSHL concludes that no unlawful sexual harassment has occurred, the parties and the Superintendent shall be so notified. Under no circumstances shall any record of a complaint, which is found to be without basis be released to any person other than the complainant, the accused, and the Superintendent, without consent of the accused, except by order of the court.

6. If the investigation is inconclusive, the Liaison shall so state in his or her report. The Superintendent may, in his or her discretion, order the complainant and the accused to participate in non-disciplinary remediation, including but not limited to meeting, training, counseling, or mediation. Under no circumstances shall an accused or a complainant be disciplined based upon an inconclusive investigation.

7. If the DSHL concludes that the accused is not guilty of unlawful sexual harassment, and the complaint was lodged in bad faith, then the Superintendent may impose appropriate discipline on the complainant, subject to limitations of law and applicable collective bargaining agreements. In addition, if the DSHL concludes that the accused retaliated against the complainant in any way because of the complaint, then the Superintendent may impose appropriate discipline on the accused, subject to limitations of law and applicable collective bargaining agreements.

8. Upon receiving a written request appealing the findings of the investigation, the Board of School Directors, through its solicitor shall set a hearing date. The hearing date will be set and held within forty-five (45) days of the receipt of the request to appeal. The
Board shall render a decision on any matter brought before it. The decision shall be based upon all evidence presented at the hearing.

9. The Board shall refrain from undertaking a prosecutorial role in any proceeding brought before it.

10. Whenever the Public School Code of 1949, as amended, or any other Federal or State Statute applies, these procedures shall not be interpreted so as to be in conflict with them. As required by the Public School Code of 1949 and other applicable laws, hearings will be public unless the individual involved requests a private hearing. If required by the Public School Code of 1949 and other applicable laws, at hearings before the Board, a stenographer shall be present to record the proceedings at the expense of the School District. If required by the Public School Code of 1949 and other applicable laws, parties at the hearing shall have the right to be represented by counsel; in any case the right to present evidence and witnesses and the right to cross-examine any witnesses presented. The Board’s decision shall be in writing and shall be issued not more than ten (10) days after the date of the hearing. The Board’s written decision shall be mailed to each party of record not more than ten (10) days after the date of the decision.

**NO SMOKING**

As part of the regulatory scheme in Ridley School District and in an effort to further the goal of consistency among ongoing school programs directed against smoking, supplement the role modeling efforts of parents who fail to direct their children against smoking, generate respect among students for school authority, thereby improving discipline, lend recognition to the plight of non-smokers; and to reflect and emphasize the hazards of smoking, the Board of School Directors enforces a Non-Smoking Policy.

**Definitions**

1. “School District Property” includes school building, school buses, or any other property owned, leased or controlled by the Ridley School District.
2. “Smoking” shall include the possession of a lighted cigarette, cigar, pipe, or other lighted smoking device.
3. “Tobacco Use” shall include smoking and the use of smokeless tobacco in any form.

Since 1 June 1991, tobacco use on all School District property has been prohibited. The prohibition of tobacco use by students, employees, and the general public extends during and after regular school hours.

Since 3 February 1997, anyone who possesses or uses tobacco in a school building, a school bus or on school property owned by, leased by, or under the control of a school district, commits a summary offense.

An individual who commits an offense under this policy shall be subject to prosecution initiated by the Ridley School District and shall, upon conviction, be sentenced to pay a fine of not more than $50.00 for the benefit of the District, and to pay court costs.
WORKPLACE SAFETY

It is the goal of the Ridley School District to provide a workplace free from unreasonable risk of injury or disease. Towards that goal, a workplace safety committee is established in accordance with the terms and conditions of the District policy. The responsibility for promptly reporting unsafe conditions falls on all District employees. In the event of an accident, the reporting form must be accurately completed in a timely fashion. Employees injured while completing their duties are required to follow District procedures regarding worker’s compensation as outlined on page 18.

All employees are to practice the guidelines established under the universal precautions policy when dealing with an accident location.

The misuse and abuse of drugs, including alcohol is a very serious problem with legal, physical and social implications for the entire school community. As such, the Board is very much concerned about the problem that may be caused by drug use by its employees, especially as the use relates to the safety, efficiency, and productivity of its employees. The primary purpose and justification for any action would be the protection of the health, safety and welfare of students, staff, and school property as outlined by District policy.

POLICY UPDATES

As an employee in the Ridley School District, you are responsible to follow district policy at all times. This handbook is not meant to serve as a complete listing of the District’s policies, but it is to serve as a guide for applicable policies for this job classification. Additional policies can be found on the district website, in the policy manuals located in each building, or by contacting the Board Secretary. Policies generated in the future are released by the Board of School Directors after the policy approval at a public meeting. The approved minutes of the public meeting are emailed to all district employees.

PARAPROFESSIONALS

Group Membership

This Agreement provides for all paraprofessional staff working a minimum of four (4) hour per day.

Department and job classifications
- Instructional paraprofessional-regular education and special education
- Non-instructional paraprofessional-nurse assistants, technology, building support, special education
- Library paraprofessional
CALENDAR/SCHEDULE

Length of Agreement
The length of the agreement for classified/support employees is contingent upon the department and job classification to which the employee is assigned.

This Agreement will become effective 30 August 2021 and be in force for a period of (2) years.

2021-22
2022-23

Workday
The length of the workday for classified employees is contingent upon the department to which the employee is assigned. Work schedules are fixed by job assignment and classification and any adjustments must have the expressed written approval of the Superintendent of Schools or designee. The building level supervisor may adjust task assignments.

<table>
<thead>
<tr>
<th>Job Assignment/Classification</th>
<th>Paid Hours</th>
<th>Regular Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>Instructional paraprofessional</td>
<td>4 – 7.5</td>
<td>Varies on assignment</td>
</tr>
<tr>
<td>Non-Instructional paraprofessional</td>
<td>4 – 7.5</td>
<td>Varies on assignment</td>
</tr>
<tr>
<td>Library paraprofessional</td>
<td>4 - 7.5</td>
<td>Varies on assignment</td>
</tr>
<tr>
<td>Technology paraprofessional</td>
<td>4 - 7.5</td>
<td>Varies on assignment</td>
</tr>
</tbody>
</table>

Work Year
The length of the work year for classified/support employees is contingent upon the department and job classification to which the employee is assigned. Emergency closing days will be paid, Make up days for emergency closings will not generate additional pay. Employee arrival time on delayed openings will be at the direction of the supervisor.

<table>
<thead>
<tr>
<th>Job Assignment/Classification</th>
<th>Days Worked</th>
</tr>
</thead>
<tbody>
<tr>
<td>Instructional paraprofessional</td>
<td>184 days</td>
</tr>
<tr>
<td>Non-instructional paraprofessional</td>
<td>184 days</td>
</tr>
<tr>
<td>nurse assistants</td>
<td>188 days</td>
</tr>
<tr>
<td>nurse clerk</td>
<td>193 days</td>
</tr>
<tr>
<td>Library paraprofessional</td>
<td>188 days</td>
</tr>
<tr>
<td>Technology paraprofessional</td>
<td>184 days</td>
</tr>
<tr>
<td>Behavior Support paraprofessional</td>
<td>184 days</td>
</tr>
<tr>
<td>Special Education clerk</td>
<td>193 days</td>
</tr>
</tbody>
</table>

Lunch Periods
There will be a one half hour paid lunch period for full-time classified, support employees in accordance with the guidelines based upon appropriate group assignment. In special situations, preapproval of an hourly schedule adjustment may be necessary to accommodate tasks and lunch periods.
RESPONSIBILITIES

Assignments and Transfers

Once employed by the School District through the action of the Board of School Directors at a public session, assignments and transfers are made at the discretion of the Superintendent of Schools, or designee, in accordance with board policy and job descriptions developed by the district’s administrative staff.

Transfers and reassignments are considered based upon the best educational experience for the students involved. Employees seeking a change in assignment must submit the request in writing to the central office administrator in charge of human resources. Reassignment may be possible, but there is no guarantee when a transfer request can be honored. Every effort will be made to communicate assignment plans when appropriate.

Dress Code

Employees are expected to serve as role models for students in the assigned buildings. While the nature of these job classifications require above average movement responsibilities, the adults should dress appropriately and professionally. Blue jeans, flip-flops, and t-shirts are examples of inappropriate attire and should not be worn. The written student dress code may serve as a guide for appropriate dress.

In-Service Training

The school district will arrange to provide computer training and in-service for those classified, support personnel required to use and have access to school district related computer technology and other instructional programs. The Superintendent of Schools, or designee, must preapprove all programs and courses.

Employees within these job classifications will receive their regular hourly rate if they are required to attend in-service training, which takes place in addition to the scheduled workdays, unless there is a tuition expense for an instructional program. In place of the hourly rate, the district may cover the charges for the program. Employees may not receive regular pay and tuition reimbursement.

Personnel File

Any employee shall have the right to review the entire contents of his/her personnel file. An appointment may be scheduled with the office of human resources for the purpose of reviewing the file.

No unfavorable material about an employee shall be placed in his/her file without his/her knowledge. The party submitting such material shall sign all unfavorable material. A copy of
all unfavorable material shall be sent to the employee. The employee may answer any material in the file, and such answer shall be attached to the file.

The contents of the file are to be considered confidential and are available to administrative personnel or their designees. No information shall be released to persons other than those designated without the written consent of the employee.

Termination of Employment
When an employee wishes to end employment with the School District, said employee must give a written notice of no less than ten (10) school days.

PAYROLL

Payroll Payment
Payroll disbursement will occur over 26 pay periods (27 during select calendar years). Employees will be paid bi-weekly in accordance with the school year or fiscal schedule provided by the School District’s Business Office. Employees are eligible for and encouraged to use direct deposit.

If a pay date should fall on a school holiday, paychecks will be distributed on the last working day prior to the holiday. These checks will not be available for payment until on or after the check date.

Payroll Deductions
Beyond the usual, customary, and normally fixed payroll deductions such as federal and state taxes, social security, etc., the School District’s Business office is authorized to process the following payroll deductions:

Wage Tax: Ridley School District employees who live or work in the Borough of Eddystone and the City of Philadelphia must pay Eddystone Borough or Philadelphia Wage Tax.
Retirement: Ridley School District employees who are expected to work 80 days or 500 hours, and those working full-time shall be required to be members of the Pennsylvania Public School Employees’ Retirement System and pay the appropriate charges as mandated by the state.
Emergency Medical Services Tax: Ridley School District employees must pay the “EMS tax.” The District will deduct the tax in accordance with tax governance. The tax should be deducted from your primary employer. Proof of payment from another employer must be submitted by February 15 to the Business Office to avoid a double payment. Employees that feel the tax was taken in error may apply to the Central Tax Bureau for a refund the following January.
When Authorized by the School District employees, the business office will process the following payroll deductions: Checking, Savings, Vacation Club, Christmas Club, court orders, 403b, wage garnishments, United Way Fund, Credit Union, other approved deductions. Medical, Health Benefit, and Income Protection may be deducted when applicable.

**BENEFITS**

**Bereavement Leave**

All bereavement leave must be taken for funeral business only and used within a six month time period of the death occurrence.

*Death in Family – Immediate Family*

Whenever an employee shall be absent from duty because of the death in the immediate family, there shall be no deduction in salary or wages of said employee for an absence not in excess of five working days. Members of the immediate family shall be defined as father, mother, brother, sister, son, daughter, husband, wife, parent-in-law, grandchild or near relative residing in the same household, or any person with whom the employee has made his home.

*Death in Family – Near Relative*

Whenever an employee is absent because of the death of a near relative, there shall be no deduction in the salary or wages of said employee for absence on the day of the funeral. A near relative shall be defined as first cousin, grandfather, grandmother, aunt, uncle, niece, nephew, brother-in-law, or sister-in-law.

**Jury Duty**

In order for an employee to receive his normal workday’s salary or wages, the employee must submit the jury commission’s payment of the daily rate to the School District’s Business Office. Upon receipt of the daily rate payment, the Business Office will authorize the disbursement of the employee’s normal workday salary or wages in his bi-weekly pay. The jury commission’s daily rate does not include the travel allowance given to the jurist; the employee should keep this payment. An employee may not opt to “donate” jury duty payment through the court system. Any donation shall also cause a forfeiture of the normal workday’s salary or wages.

**Personal Leave**

At the beginning of each school year, eligible employees shall be credited with a personal leave allowance of two (2) days. The unused portion of such allowance shall accumulate as sick leave from year to year without limitations.

Eligible employees desiring to use a personal day are required to submit, one week in advance of the day desired to be used, the proper form designated as “Request for Approval of Absence.” In emergency situations, the form may be submitted upon return to duty. When a substitute worker is required, personal leave days must be taken as full days, no half days permitted.
One (1) additional personal leave day will be granted to each employee per year. The day must be designated as a “birthday leave” and must be used within one week before or after the employee’s legal birth date. In the case of the week that falls during a “non-work” period, the day must be used in the week of work that most immediately precedes or follows the actual birthday. In the event that the designated day is in conflict, the personnel department and/or the principal must approve special arrangements. The “birthday leave” shall not be carried over or converted to sick leave if it is not used during the designated time frame.

Sick Leave

At the beginning of each school year, eligible employees shall be credited with a sick leave allowance in accordance with the appropriate employee classification. Eligible employees shall be credited with a sick leave allowance of ten (10) days. The unused portion of such allowance shall accumulate from year to year without limitations. If an employee leaves before the end of the school term, or begins employment after the start of the school term, sick leave days shall be prorated to actual time employed:

Employees hired for less than five (5) hours shall have sick leave prorated proportionately as part-time employees.

Failure to comply with the procedures listed below may result in a loss of salary or wages for the day(s) of absence. For an employee to be eligible for sick leave pay the following procedure must be followed:

1. The employee must call the district office at extension 1100 to report an absence before 7:00 a.m.
2. When reporting out sick, please speak clearly and leave your name, position, and school.
3. The appropriate School District form “Certification of Illness for Sick Leave Pay,” which is available from the employees’ immediate supervisor or the Business Office, must be properly completed and delivered to the immediate supervisor on the day following the absence. The immediate supervisor will then submit the form to the Central Administration Office for processing.

Employees will be requested to present a doctor’s note for absences exceeding three (3) consecutive work days. An employee who is present and then, because of illness, is unable to continue, shall not forfeit any sick leave allowance in excess of one-half day for that day.

The employee’s attendance card shall serve as the official record of employee attendance.

Other Unpaid Leaves of Absence

Military Leave – A military leave of absence not to exceed four (4) years shall be granted to any employee who shall enlist for military duty in any branch of the Armed Forces of the United States. This leave is subject to all applicable state and federal laws.

Public Office Leave – A leave of absence not to exceed four (4) years shall be granted to any employee upon application for the purpose of campaigning for, and serving in, a public office.
It shall be the responsibility of the person going on unpaid leave to make arrangements for all medical coverage during the leave at their expense and to reapply for desired coverage upon return from leave.

**All paid leave** (sick and personal time) must be exhausted prior to an employee requesting payroll deductions (“deduct days”) as unpaid leave.

**Worker’s Compensation**

The School District maintains Worker’s Compensation insurance as required by law. All employees sign two (2) worker’s compensation explanation sheets for their personnel file and personal records. Employees suffering injury during the course of their employment shall immediately report such injury to their immediate supervisor. All procedures, including documentation and health care provider services, must be followed. The School District Business Office will provide the necessary forms to be filed when and where applicable.

Once the Worker’s Compensation claim for a job related injury is determined to be eligible, the employee has three options to consider for compensatory purposes:

1. The employee may choose to receive the Worker’s Compensation check in the amount of approximately two-thirds of the employee’s salary or wages. The School District would receive the check and disburse the check to the employee upon obtaining the employee’s signature for verification of receipt of the check. The Worker’s Compensation check is not taxed nor does it have retirement contributions deducted from it. This option has no effect on the employee’s sick leave.

2. The employee may choose to receive the Worker’s Compensation check in the amount of approximately two-thirds of the employee’s salary or wages and a School District payment for the remaining one-third of salary or wages requiring the use of one sick leave day per three days of absence. The one-third school district payment is taxed and has retirement contributions deducted from it.

3. An employee must be absent from the job for a period of seven consecutive workdays before filing to collect Worker’s Compensation. The Worker’s Compensation check will be sent approximately fourteen days after the initial filing and if approval of such claim is granted.

**Medical Benefits**

Employees wishing to belong to a benefit plan shall pay 100% of the cost of the district’s base plan. All employees shall make the contributions to the cost of their medical/benefit plan per month by check or money order at the first of each month at the start of the school year.

This plan will remain in effect for the length of the agreement unless a change is made regarding the plans or carriers. If changes are made to the Affordable Care Act, a review of these plans and the eligibility of employees will be conducted.
Eligible new employees and employees returning from approved leaves will have medical insurance protections effective the first day of work, should they choose to participate in purchasing the plan. Medical Benefit coverage during approved leaves of absence shall be in accordance with the Family Medical Leave Act of 1993.

When the School District has properly provided said policy, in no case and in no circumstances shall the School District be required to provide a cash settlement or any other substitute benefit in any form in lieu of the insurance benefits provided. The School District will continue to seek economical alternatives for employees to purchase health care.

COBRA Law and District Health Coverage
The Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA) was enacted, requiring that most employers who sponsor group health plans offer employees and their families the opportunity for a temporary extension of health coverage (called “continuation coverage”) at group rates in certain instances where coverage under the plan would otherwise end.

If you are an employee covered by your employer’s group health plan, you have a right to choose this continuation coverage if you lose your group health coverage because of a reduction in your hours of employment or the termination of your employment (for reasons other than misconduct on your part).

If you are the spouse of an employee covered under the employer’s group health plan, you have the right to choose continuation coverage for yourself if you lose group health coverage under the group health plan for any of the following reasons:
   a. death of your spouse;
   b. termination of your spouse’s employment or reduction in your spouse’s hours of employment (for reasons other than gross misconduct);
   c. divorce or legal separation from your spouse; or
   d. employed spouse becomes eligible for Medicare.

In the case of a dependent child of an employee covered by the employer’s group health plan; the child has the right to continuation coverage if group health coverage is lost for any of the following reasons:
   a. death of a parent;
   b. termination of a parent’s employment or reduction in a parent’s hours of employment (for reasons other than gross misconduct);
   c. parent’s divorce or legal separation;
   d. parent becomes eligible for Medicare; or
   e. dependent ceases to be a “dependent child” under the group health plan.

The continuation coverage will not be conditioned on a physical examination or other evidence of insurability, and will be identical to the coverage provided to similarly situated employees or family members. Please note that you will be required to pay all or part of the premium for this continued coverage.
You, your spouse or your dependent children (where applicable) will have the option to elect continuation coverage for a period shown below:

<table>
<thead>
<tr>
<th>PERSON</th>
<th>REASON FOR TERMINATION</th>
<th>PERIOD OF COVERAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employee</td>
<td>Voluntary termination</td>
<td>18 months</td>
</tr>
<tr>
<td></td>
<td>Involuntary termination (except for gross misconduct)</td>
<td>18 months</td>
</tr>
<tr>
<td></td>
<td>Reduction in work hours</td>
<td>18 months</td>
</tr>
<tr>
<td>Spouse</td>
<td>Death of employee</td>
<td>36 months</td>
</tr>
<tr>
<td></td>
<td>Divorce or legal separation</td>
<td>36 months</td>
</tr>
<tr>
<td></td>
<td>Employee eligible for Medicare</td>
<td>36 months</td>
</tr>
<tr>
<td>Dependent Child</td>
<td>No longer qualifies as a dependent under group health plan</td>
<td>36 months</td>
</tr>
</tbody>
</table>

Under the law, your employer must notify the Plan Administrator (except, of course, where your employer is the Plan Administrator) within 30 days of an employee’s death, termination of employment or reduction in work hours, or Medicare eligibility. In these cases, the Plan Administrator must then notify you that you have the right to elect continuation coverage. This notice must be provided within 14 days after the Plan Administrator received notice that one of these events has occurred. In all other cases, the employee or family member has the responsibility to notify the Plan Administrator of a divorce, legal separation or a child losing dependent status under the group health plan.

You have at least 30 days from the date that you would lose coverage because of one of the events described above or the date of the notice from the Plan Administrator (whichever is later) to inform the Plan Administrator that you want continuation coverage. Your election of continuation coverage is deemed to include an election for your family members who would also lose coverage under the group health plan.

The continuation coverage extends from the date of one of the events described above until:

1. 18 months (in the case of termination or reduced work hours) or 36 months (in all other cases described above);
2. the date your employer no longer provides any group health plans to its employees;
3. the premium for your continuation coverage is not paid on time;
4. you become an employee covered under another group health plan, or you become eligible for Medicare benefits;
5. you were divorced from a covered employee, subsequently remarry and become covered under another group health plan;

To prevent a lapse in coverage, if you elect continuation coverage, you can pay any required premium within 30 days after the election. If your employer’s group health plan provides a conversion privilege to other beneficiaries, your employer must also provide you and your family members with the opportunity to enroll under a conversion health plan during the 180-day period preceding the date that continuation coverage expires.
Remuneration for Unused Sick Leave

Each employee who retires from the Ridley School District in accordance with the provisions of the Pennsylvania Public School Employees Retirement System will be eligible for remuneration for unused sick leave. In order to gain the benefit of this section, employees shall have at least five (5) years of service in the Ridley School District.

Employees will be paid according to the following guidelines for each unused sick day accumulated to a maximum of (125) days, not to exceed $9,375.00 and:

- Five (5) years of service $45 for each unused day
- Ten (10) years of service $55 for each unused day
- Fifteen (15) years of service $65 for each unused day
- Twenty (20) years of service $75 for each unused day

The severance pay will be disbursed by check approximately two (2) pay periods after the employee’s retirement date. *Please note that the rate for each unused day may be adjusted or prorated due to hourly and daily rates of eligible employees whose maximum rate does not equal or exceed the above remuneration rates.

COMPENSATION

Salary/Hourly Rates

All current paraprofessionals will receive salary adjustments as indicated below. Salaries and wages are considered private and are not to be topics of conversation. Questions regarding payroll should be addressed by the individual with the payroll coordinator.

<table>
<thead>
<tr>
<th>Classification</th>
<th>Annual Flat Rate Increase</th>
<th>Minimum Starting</th>
</tr>
</thead>
<tbody>
<tr>
<td>Instructional</td>
<td>$0.50/hour each year</td>
<td>$12.25 (21-22) $12.50 (22-23)</td>
</tr>
<tr>
<td>Non-Instructional</td>
<td>$0.50/hour each year</td>
<td>$12.25 (21-22) $12.50 (22-23)</td>
</tr>
<tr>
<td>Library Paraprofessional</td>
<td>$0.50/hour each year</td>
<td>$13.25 (21-22) $13.50 (22-23)</td>
</tr>
</tbody>
</table>

Attendance Bonus

Employees that do not utilize any sick or personal leave during a single school year shall be awarded one (1) bonus sick leave day. The additional day shall be governed by guidelines for sick leave.

Bonus Pay

Employees who maintain satisfactory performance shall earn a bonus in the first pay of December when eligible for the following years of service:

- In the 6th year a $250.00 bonus for years 6 though 10
- In the 11st year a $500.00 bonus for year 11 through 15
In the 16th year a $1,000.00 bonus from year 16 employees will be notified in writing for failure to maintain satisfactory performance that would impact eligibility for the bonus. Any written reprimand during the school year shall influence the final performance rating for only that year.

Part-time employees eligible for the bonus will be prorated according to hours worked. (e.g. Employees working five (5) hours will receive one-half of the bonus pay.)

**Sick Leave Donation**

Employees may donate one sick day a year to be utilized for a colleague’s sick bank request. Donated days will not accumulate from year to year and will be managed by the personnel office. Donated days for the receiving employee will be limited to ten.

**Sick Leave Buy Back**

The paraprofessional employee who has been employed as a paraprofessional for 11 years or beyond and has demonstrated satisfactory job performance may opt for five sick leave days buy back at their remuneration rate. This request must be made in writing by May 1st.
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