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# **LINE MOUNTAIN SCHOOL DISTRICT**

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## **Classified Plan**



**ADOPTED:  
NOVEMBER 14, 2017**

**REVISED:  
JUNE 27, 2023**

# GENERAL PROVISIONS

1. **TERM OF PLAN:** This plan is effective July 1, 2023.
2. **PLAN NOT A CONTRACT:** The following is a statement of a Plan or Policy of the Line Mountain School District concerning its classified employees and is not to be interpreted in any way as an agreement or contract between the District and such employees. Said Plan or Policy is not meant to be all inclusive, and the District specifically reserves the right to add to, change or delete from any provision hereof when the District, in its sole discretion, deems the same necessary or advisable for any reason.
3. **Suggestions and problem solving:** The best is done to maintain a good work climate. However, there will be occasions when issues arise. If the employee has an issue or suggestion concerning the job or any other matter that affects performance, the matter should be taken up with the employee's immediate supervisor. If there is no solution by the immediate supervisor, the employee may request that his/her supervisor arrange for the employee to meet with the next level of supervision as outlined in the due process procedure.
4. **Phone usage, email, and mail:** The telephones, email, fax machine and mail within the schools are for business use only. The Line Mountain School District understands that personal telephone calls may occasionally be necessary. However, personal calls should not be of a social nature and should be short and to the point. Excessive use of telephones, email, and mail for personal reasons is not permitted.
5. **Changes in personal information:** It is important that the employee's personnel record be kept up to date. If the employee has a change in marital status, name, number of dependents, address, telephone number, or email notify the payroll office promptly. Records, mailing lists, and benefit coverage may be affected.

# DEFINITIONS

1. Because of special requirements, and the nature of business, the Line Mountain School District has categorized positions. These categories are identified in order to determine fringe benefits made available to each employee.
2. **CLASSIFICATION OF POSITIONS:** The district utilizes a job evaluation system for classified personnel that was initially developed by Mr. David H. Rhone, RSBA. The following description represents a summary of Mr. Rhone's position evaluation system:

Classified positions have been determined by evaluating each job description using the following factors:

- Education or academic achievement
- Experience or acquired knowledge
- Judgment and resourcefulness
- Guidance received
- Interpersonal relationships
- Integrity of information
- Applied concentration
- Energy and endurance
- Physical environment
- Impact of errors
- Responsibility for safety of others
- Probable danger
- Non-supervisory direction of others

3. **FULL TIME CLASSIFIED EMPLOYEES:** includes employees who work at least 7 1/2 hours per day, within a 12-month schedule.

- Full time classified positions include:

Position
Custodian
Secretary
Head Custodian
Maintenance
Administrative Assistant to the Superintendent
Student Services Coordinator
Administrative Asst. to the Business Manager
Accounting, Payroll, & Tax Collection
Purchasing and Accounts Payable
Technology Specialist

- **Full Time Starting Wage Guideline:** Individuals new to a full-time position shall receive a negotiated hourly rate with a minimum of \$14.00, which shall be commensurate with their experience.

4. **PART TIME CLASSIFIED EMPLOYEE:** includes all employees who are scheduled to work less than 260 days per year. Part time shall include the following positions for the purposes of this plan at the indicated salary level:

Position
Teacher Aide
Cook
Head Cook
Secretary

- **Part Time Starting Wage Guideline:** Individuals new to a part-time position shall receive a negotiated hourly rate with a minimum of \$14.00, which shall be commensurate with their experience.
5. **SUBSTITUTES:** A person called to work to replace a regular worker who is absent. The probationary period and fringe benefit package do not apply to substitutes except where required by law as in the case of retirement or taxes.
6. **Probationary Period:** All classified employees who are hired to fill vacant positions, as distinguished from transfers (a transfer employee being an employee who has already completed a probationary period and is transferring from one job to another within the District) will be hired for a ninety (90) calendar day probationary period. During the probationary period, the Administration will determine whether the employee possesses the necessary qualifications to perform the job for which he or she has been hired. If the Administration determines the employee's employment should be continued beyond the probationary period, such employment will be confirmed by the Board, and the employee will be afforded all the rights and benefits for the job being filled. If the Administration determines that the employee's employment should not be continued beyond the probationary period, the Board will terminate the employee, and the employee will not be entitled to a hearing under Section 514 of the School Code. New employees on probation who are hired within ninety (90) calendar days of the end of a fiscal year will be eligible for any yearly pay increase upon the completion of their probation. Pay increases will not be retroactive."
7. **Transferred employees:** are placed on probation over the first thirty (30) calendar days during which he/she is on the job. During the probationary period, supervision will determine if the employee possesses the necessary qualifications to perform the job for which he/she has been transferred to. The supervisor will make a recommendation to management to continue the employee in the transfer position at the conclusion of the probationary period. If, at the conclusion of the probationary period (30 calendar days), supervision recommends continued employment for the probationary employee in the transfer position, the employee will be accorded all the rights and benefits for the job being filled.

EVALUATION
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Supervisors will complete performance evaluations of classified employees in accordance with school board policy 512. All evaluations will be based on conditions of employment outlined in the classified employee handbook and job descriptions for the job being performed. Evaluation of probationary employees will be done prior to the end of the probationary period.

- Evaluations will be completed annually by the employee’s direct supervisor.
- Employees receiving an unsatisfactory evaluation, shall be placed on a remediation plan.
- Wage increases for employees covered by this plan will be based upon the overall evaluations completed by the employee's Supervisor and a second Administrator according to the annually Board approved increase:

3.50-4.0	Outstanding	100%
3.0-3.49	Satisfactory	75%
2.5-2.99	Needs Improvement	25%
1-2.49	Unsatisfactory	0%

<b>FRINGE BENEFITS</b>
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**Full-time employees:** includes employees who work at least 7 1/2 hours per day, within a 12 month schedule. The district shall provide fringe benefits to eligible classified employees as follows:

1. Employee will be enrolled in a high deductible Health Savings Account (HSA.) If employee does not qualify for the HSA, they will then have the choice of the PPO plan. Major medical/prescription, vision, and dental insurance that is reasonably comparable in coverage with the Plan set forth in Appendix B of the Collective Bargaining Agreement between the Line Mountain School District and the Line Mountain Education Association (LMEA). An employee may elect to receive all three types of coverage, a combination of coverage, or waive coverage.
  - The plan year is January through December, and it is expected that the premiums will change in January of each year.
  
2. Full-time classified employees who waive major medical/prescription coverage in the Line Mountain School District Health Plan for an entire fiscal year (July 1 - June 30) can participate in a Cash Exchange Program. The participant will be compensated \$2,500 each year with one payment - made in the June following the end of the year waived. Payment for a partial year shall be prorated accordingly.

3. An IRC Section 125 plan for those employees who do not qualify for the HSA; which allows employees a pre-tax deduction of their health insurance premium contributions.
4. An IRC Section 401(a) plan, which is a tax-qualified retirement plan for unused sick pay, vacation pay, or severance pay.
5. Membership in the Pennsylvania School Employees Retirement System in accordance with the regulations set by PSERS.
6. Twelve (12) prorated sick leave days per year, all of which shall be cumulative. Upon retirement, the cash value is \$50 per unused sick day.
  - Beginning July 1, 2021, employees may utilize a maximum of Five (5) accumulated sick leave days per year for injury or illness of a member of their immediate family.
  - This shall not represent an addition to sick leave days earned, but rather granting the ability to use said sick leave days for this purpose.
7. Prorated vacation time, based on length of employment as follows:
  - 90 days up to seven years - ten (10) days per year.
  - Seven years up to fifteen years - fifteen (15) days per year.
  - Fifteen years or more - twenty (20) days per year.
  - All based on years in position.
8. Prorated unrestricted personal leave days provided at the rate of three (3) days per year during the term of this agreement. These days shall be cumulative to a maximum of seven (7) days. Personal leave days exceeding the maximum of seven (7) days at year-end shall be converted to an employee's sick leave.
9. Holidays:
  - **Administrative Assistants:** will follow the school calendar as per the Act 93 agreement. In lieu of inclement weather and school closings, Administrative professional staff will be off, and the day will be made-up on a snow make-up day.
  - **All other employees in the plan:** will receive the fourteen approved holidays in the school calendar.
10. Jury/subpoena duty to be reimbursed at full pay less any compensation received in excess of expenses.
11. Term life insurance in the amount of one hundred thousand (\$100,000) dollars.
12. Funeral leave in accordance with section 1154 of the Public School Code of 1949 as modified below:
  - Five (5) days in the event of a death in the immediate family, including father,

mother, brother, sister, son, daughter, husband, wife, parent-in-law, grandchild, or near relative who resides in the same household, or any person with whom the employee has made his/her home

- One (1) day on the day of the funeral of a near relative including first cousin, grandfather, grandmother, aunt, uncle, nephew, niece, son-in-law, daughter-in-law, brother-in-law, or sister-in-law

**13.** Mileage according to IRS rate and conference expense reimbursement.

**14. SICK LEAVE BANK Membership:** In June of 1999 the Board established a Classified Employee Sick Leave Bank. The purpose of the Sick Leave Bank will be to allow Classified Employees to donate a specified number of their unused sick leave days to be made available in approved situations to employees with serious illness who have exhausted all available leave time.

**Part-time School Year Employees:** includes all employees who are scheduled to work less than 260 days per year. The district shall provide fringe benefits to eligible classified employees as follows:

1. Membership in the Pennsylvania School Employees Retirement System in accordance with the regulations set by PSERS.
2. Six (6) prorated sick leave days per year, all of which shall be cumulative. Upon retirement, the cash value is \$50 per unused sick day. Beginning July 1, 2021, employees may utilize a maximum of five (5) accumulated sick leave days per year for injury or illness of a member of their immediate family. This shall not represent an addition to sick leave days earned, but rather granting the ability to use said sick leave days for this purpose.
3. Prorated unrestricted personal leave days provided at the rate of Three (3) days per year, during the term of this agreement. These days shall be cumulative to a maximum of seven (7) days. Personal leave days exceeding the maximum of seven (7) days at year-end shall be converted to an employee's sick leave.
4. Three holidays per year, which includes Labor Day, Thanksgiving Day, and Christmas Day.
5. Jury/subpoena duty to be reimbursed at full pay less any compensation received in excess of expenses.
6. Funeral leave in accordance with section 1154 of the Public School Code of 1949 as modified below:
  - Whenever a professional or temporary professional employee shall be absent from duty because of a death in the immediate family of said employee, there shall be no deductions in salary of said employee for an absence not in excess of five (5) school days. The Board of School Directors may extend the period of absence with pay in its discretion as the case may warrant. Members of the

immediate family shall be defined as father, mother, brother, sister, son, daughter, grandparent, husband, wife, or near relative who resides in the same household, or any person with whom the employee has made his or her home. The aforementioned immediate family members shall be inclusive of in-laws and step relatives, respectively, unless expressly identified as a Near Relative in the next paragraph.

- Whenever a professional or temporary professional employee is absent because of the death of a near relative, there shall be no deduction in the salary of said employee for absence on the day of the funeral. The Board of School Directors may extend the period of absence with pay in its discretion as the case may warrant. A near relative shall be defined as first cousin, aunt, uncle, niece, nephew, brother-in-law, or sister-in-law.
7. Mileage according to IRS rate and conference expense reimbursement.
  8. The employee's regular daily rate will be applied when the employee works beyond their amount of days to cover for another employee of the same title in the classified compensation plan.
  9. Employee who works less than a full year will be entitled only to a prorated portion of the compensated leave provided for herein. If such employee has received paid leave beyond this prorated amount, the District shall be entitled to deduct any unearned compensated leave from such employee's final pay.
  10. Employee receiving compensated leave shall be paid at the rate equal to the hours such employee works in a normal work day.
  11. **SICK LEAVE BANK Membership:** In June of 1999 the Board established a Classified Employee Sick Leave Bank. The purpose of the Sick Leave Bank will be to allow Classified Employees to donate a specified number of their unused sick leave days to be made available in approved situations to employees with serious illness who have exhausted all available leave time.

## Rules of Conduct

### 1. ABSENTEEISM AND TARDINESS:

- If an employee is absent or unavoidably delayed from reporting to work on time, a prompt telephone call to your supervisor is required to obtain authorization for absence or late arrival.



- NOTE: It is expected you speak directly to your supervisor. If you cannot reach your supervisor, you must contact the business office.
  - Three or more successive days of absence automatically requires a doctor's excuse to report to work. A doctor's excuse may be requested at any time by your supervisor if he/she feels it to be warranted.
2. **SECURITY:** The Line Mountain School District does not assume responsibility for the loss or theft of your personal property. Therefore, please observe the following precautionary measures:
- Do not leave valuables carelessly exposed or unattended.
  - Do not leave anything of value in coats or jackets.
  - Do not bring valuables to work which are not necessary on the job.
3. **CONFIDENTIALITY:** Line Mountain School District employees who have or may have access to personally identifiable student records shall adhere to all standards included in the Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPPA), Children's Online Privacy Protection Act (COPPA), and other applicable laws and regulations, as they relate to the release of student information.
- Employees may not disclose sensitive or personally identifiable information regarding students to individuals and/or parties not authorized to receive it. Authorization to disclose information of a student to individuals and/or parties must strictly adhere to regulations set forth in the FERPA.
  - Information contained in these records must be securely handled and stored according to LMSD directives, rules and policies and if necessary destroyed in accordance with state information retention standards and archival policy.
4. **CODE OF ETHICS:** It is expected that all District employees will conduct themselves in accordance with the following code of ethics:
- Obey the law: Respect the legal rights of students, fellow employees and the District.
  - Monitor the health and safety of students.
  - Treat all students fairly, equitably, and respectfully.
  - Make students' needs a priority.
  - Communicate promptly, respectfully, and appropriately with parents and the public.
  - Practice honestly.
  - Exhibit a high standard of personal character and conduct.
  - Demonstrate a professional demeanor, attitude, and competency.
  - Serve as a positive role model for students, parents and the community.
  - Display loyalty as an employee of Line Mountain School District

5. **GENERAL RULES:** In the Line mountain School District, as in every organization, where many people work together, rules and regulations are necessary to promote smooth and effective functioning of the organization as a whole. All employees are expected to comply with the general and specific rules, including local rules now in effect or hereafter issued.

The following acts are examples of actions which experience has shown to violate the general principles stated above:

- Misrepresentation or omission of facts to obtain employment.
- Misrepresenting time worked by punching or falsifying your time card or another employee's time card.
- Willful defacing, damaging, or destroying property of the school district or another employee.
- Causing a disturbance by running, yelling, playing practical jokes, harassing employees, etc.
- Originating or spreading false reports concerning employees of the school district.
- Participating in any way in bookmaking or other gambling for money or other valuables.
- Fighting or causing bodily injury to another; all other forms of disorderly conduct.
- Immoral or indecent conduct or inappropriate language.
- Leaving work area without permission, wasting time, loitering, or sleeping during working hours.
- Refusal to accept or follow orders or directions from proper authority.
- Selling on school district premises without prior management approval; distributing literature on school district premises during working time.
- Failure to comply with safety rules and health rules now in effect or hereafter issued.
- Repeated tardiness or absence; failure to advise supervisor in a timely manner as to reasons for absence; failure to report to work without a satisfactory reason.
- Theft, pilferage, or unauthorized removal of property of the school district.
- Reporting to work under the influence of alcohol or a controlled substance, or the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance or alcohol is prohibited in the employee's workplace in accordance with school board policy 551.
- Tobacco possession and use is prohibited on school property in accordance with school board policy 523.
- Improper dress.

## **DUE PROCESS PROCEDURE**

An employee may be removed for the following reasons: Incompetence, intemperance, neglect of duty, violation of school laws or other improper conduct. If work practice or a violation of school district rules and regulations or an evaluation warrants action regarding possible discharge of the employee, the following procedure will be followed:

1. The immediate supervisor will forward to the Superintendent a written description of the charges against the employee.
2. The Superintendent will meet with the employee, at which time the employee will be provided with the charges and a description of the evidence against him. In addition, the employee will be given an opportunity to present his case.
3. If deemed warranted, the Superintendent may suspend the employee. The Superintendent shall notify the employee in writing of such suspension and shall advise the employee of the employee's right to request a hearing before the Board to challenge his suspension.
4. If the Superintendent concludes that the charges warrant discharge, the Superintendent shall provide the employee with a notice of right to a hearing and statement of charges advising the employee of his right to demand a hearing before the Board of School Directors.
5. If an employee fails to show up for work for three (3) consecutive days without notification to his supervisor, the employee will be deemed to have abandoned his position.
6. The Superintendent, or the School District Title IX and Section 504 Grievance Officer needs to be contacted at 570-758-2640.

