

# TILLER SCHOOL OF CARTERET COUNTY

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## PERSONNEL POLICIES AND PROCEDURES



**Edition January 2015**

# Table of Contents

<b>I.</b>	<b>Introduction.....</b>	<b>1</b>
<b>II.</b>	<b>Administration and Authority.....</b>	<b>1</b>
<b>III.</b>	<b>Definition of Employees and Benefits.....</b>	<b>1</b>
<b>IV.</b>	<b>Hiring Process and Probation Period.....</b>	<b>2</b>
<b>V.</b>	<b>Criminal History Check.....</b>	<b>3</b>
<b>VI.</b>	<b>Employment Contracts.....</b>	<b>4</b>
<b>VII.</b>	<b>Performance Evaluations.....</b>	<b>5</b>
<b>VIII.</b>	<b>Renewal or Termination of Employment Contracts.....</b>	<b>6</b>
<b>IX.</b>	<b>Salary/Wages/Benefits.....</b>	<b>7</b>
<b>X.</b>	<b>Holidays.....</b>	<b>7</b>
<b>XI.</b>	<b>Leave (including Personal, Vacation, Catastrophic Illness, Maternity/Paternity/Adoption, and Child Involvement.....</b>	<b>7</b>
<b>XII.</b>	<b>Unlawful Workplace Harassment and Sexual Harassment.....</b>	<b>9</b>
<b>XIII.</b>	<b>Smoking, Alcohol and Illegal Substances.....</b>	<b>11</b>
<b>XIV.</b>	<b>Nondiscrimination Statement and Affirmative Action.....</b>	<b>11</b>
<b>XV.</b>	<b>Tiller School Contact Information.....</b>	<b>12</b>

## **I. Introduction**

The Executive Director shall be responsible for the implementation of the personnel policies and for the development of personnel practices consistent with the aim of this manual.

Tiller School is an equal opportunity employer and does not discriminate on the basis of sex, age, race, color, disability, sexual orientation, religion, national origin, veteran's status or any other status protected by federal, state and local laws.

No employee shall engage in any business transaction or shall have a financial interest, direct or indirect, which is incompatible with the proper discharge of his/her duties or would tend to impair his/her independence of judgment or action in the performance of his/her duties at Tiller School.

## **II. Administration and Authority**

The Tiller School Board of Directors (BOD) has the final responsibility and authority of interpreting the application of the personnel policies and practices.

## **III. Definition of Employees**

### Full-Time Salaried Employee:

An employee paid an annual salary, on a 10 or 12 month contract, and qualified to receive health insurance, personal leave, and paid holidays. In addition, a full-time salaried employee may receive a "retirement" bonus, as stated in the individual's contract, once the terms of the contract have been met.

### Hourly Employee (Full-time and Part-time):

1. Full-time – An employee paid on an hourly basis and hired to work 40 hours/week. A full-time hourly employee is qualified to receive health insurance, personal leave, and paid holidays. In addition, a full-time hourly employee may receive a "retirement" bonus, as stated in the individual's contract, once the terms of the contract have been met.
2. Full-time (30-39 hours/week) – An employee paid on an hourly basis and hired to work 30-39 hours/week. A full-time hourly employee in this category is qualified to receive health insurance.
3. Part-time (<30 hours/week) – An employee paid on an hourly basis and hired to work less than 30 hours/week. A part-time hourly employee in this category is not qualified to receive any benefits.

Visiting Staff:

A professional individual providing a specific service, paid on an hourly or other basis, for a particular length of time, according to the terms of their contract. A visiting staff member is not qualified to receive any benefits.

Substitute:

A temporary employee filling in for a full-time employee who is on leave. A substitute is paid at a daily rate that is set by the Executive Director and approved by the Board of Directors and is not qualified to receive any benefits.

**IV. Hiring Process and Probation Period**

A Hiring Committee will interview applicants for salaried positions. This committee will be chaired by the Executive Director and will include representatives from the teaching staff, Board of Directors, and possibly parents. The Hiring Committee will make its recommendations to the Board of Directors. The Board of Directors will be responsible for final hiring of all employees, and will approve a salary range for each position. The Executive Director will negotiate with the applicants regarding a final salary, within the determined salary range.

When making recommendations or decisions on the selection or assignment of personnel, the Executive Director shall avoid conditions that could result in the employment of two members of an immediate family in a situation in which one member would occupy a position that has an influence over the other's employment, promotion, evaluation, duties, salary, or other related management and personnel considerations.

No employee shall approve any contract with or purchase any goods or services from any immediate family member without disclosure to and approval of the Executive Director. No employee shall serve as the mentor, evaluator or immediate supervisor of an immediate family member. Immediate family member is defined as spouse, child, parent, sibling, grandparent, grandchild, stepparent, stepchild, or in-law of the same relation. For the purpose of this policy, anyone living in the same household is also considered a member of the immediate family.

New employees will be on probation for the first 90 days, during which time Tiller School reserves the right to terminate an employee without giving cause and without a period of notice. At the Executive Director's discretion, unsatisfactory job performance after the initial 90-day period may result in an additional probationary period, and a Plan of Action for improving performance will be developed. This additional probation period may result in termination, extended probation, or continued employment, at the Executive Director's discretion.

## V. Criminal History Check

### Applicant Duty to Notify

Failure of an applicant to disclose records of criminal convictions, as required on an application for employment, shall be grounds for disqualification for employment consideration or for immediate dismissal if hired.

Applicants also must notify the Executive Director immediately if they are arrested, charged with or convicted of a criminal offense (including entering a plea of guilty or *nolo contendere*) at any point after submitting an application. Notice must be in writing, must include all pertinent facts and must be delivered to the Executive Director no later than the next scheduled business day following the arrest, charge or conviction, unless the applicant is hospitalized or incarcerated, in which case the applicant must report the alleged violation within 24 hours after his or her release. Upon judicial action in the matter, the applicant must report the disposition and pertinent facts in writing to the Executive Director no later than the next business day following adjudication.

### Criminal History Checks

A check of sex offender registries must be conducted on all final candidates for employment with Tiller School, and each contract executed by the board with an independent contractor or for services of independent contractors must require the contractor to check sex offender registries.

Before being offered employment with Tiller School, all regular full-time and part-time employees, all substitutes and all independent contractors who are employed in an instructional position shall be subject to a criminal history check. If an applicant has lived and worked in North Carolina continuously since he or she was 16 years of age or if an applicant has lived and worked in North Carolina continuously for the past 20 years, only a check of the North Carolina Criminal History Repository is required; otherwise, a check may be completed in each state in which the applicant lived or worked. The check of the applicant's criminal history will be for the past ten years or from the present day back through age 16 if that is less than 10 years.

Criminal history checks must be conducted in accordance with state law and any procedures established by the Tiller School Board of Directors. Tiller School shall not require candidates to disclose expunged arrests, charges, or convictions and shall not ask candidates to voluntarily disclose such information without first advising that disclosure is not required. The Executive Director shall report to the Board of Directors any licensed individual who is found to have a criminal history, as required by State Board policy. All the information received by the board through the checking of the criminal history is privileged information and is not a public record. The board will retain the information for at least one calendar year.

## Existence of a Criminal History

If a final candidate is found to have been convicted of a criminal offense, the Executive Director and the Board of Directors shall determine whether the individual is qualified for employment despite the criminal history by considering:

1. the nature and seriousness of the offense, including whether the individual poses a threat to the safety of students or personnel or has demonstrated that he or she does not have the integrity or honesty to fulfill the duties of the position;
2. the age of the applicant at the time of the conviction and the length of time which has elapsed since the conviction;
3. the number and types of convictions;
4. evidence of rehabilitation; and
5. the relationship between the nature of the offense for which the applicant was convicted and the duties and responsibilities of the position he or she is seeking.

If the Executive Director recommends to the Board of Directors a candidate for employment or for hiring as an independent contractor and the candidate has been convicted of a criminal offense, other than a minor traffic violation, the Board must be notified of the criminal history and the basis for the Executive Director's determination.

The Board has determined that every position with Tiller School, regardless of whether the position is located in the school or elsewhere, potentially entails contact with students, either on a regular, occasional or emergency basis. For that reason, no individual who is a registered sex offender will be hired for any position with Tiller School. Copies of criminal histories obtained by Tiller School shall be provided to the State Board of Education as required by G.S. 115C-332(e).

## **VI. Employment Contracts**

**It is the policy of Tiller School that each employee shall sign an annual contract (approved by the Tiller Board of Directors) that outlines the terms of his/her employment. Each employment contract is for the exact term stated in the contract and in no way implies or creates any right to tenure or any expectation of continuing employment. All administrative employee contracts will be for one school year, July 1 – June 30. All teacher and teacher assistant contracts will run from August 1 to the end of the school year. Attached to the contract is also listed the teacher's Code of Ethics for N.C. Educators (see contract), which shall be acknowledged and signed by each employee.**

All employee contracts will be reviewed for renewal by the Executive Director, with the approval of the Board of Directors, based on performance evaluation and position availability.

## **VII. Performance Evaluations**

### Teachers:

The Teacher Growth Plan is designed to foster personal, professional, and Responsive Classroom growth and development for all teachers. Its purpose is to enhance the teacher's effectiveness in teaching, and the effectiveness of student's learning abilities. Each teacher will develop, implement, and complete an Individualized Growth Plan (IGP). The IGP will be developed based on each teacher's self-assessment of teaching and professional standards, and from the Responsive Classroom Self-Assessment for each five-year teacher license renewal cycle.

The Executive Director will hold a mid-year and year-end annual review for each IGP teacher participant. By the last day of school, each teacher will complete and turn in a post-assessment reflection.

The Executive Director will conduct teacher observations as follows:

1. Probationary Teachers (0-3 years teaching experience) – 3 formal observations and 1 peer/mentor observation per year.
2. Experienced Teachers (4 plus years teaching experience) – 2 formal observations per year.
3. Teachers in their license-renewal year – 4 formal observations per year.

Following each observation, there will be a timely conference between the Executive Director and teacher to discuss strengths and weaknesses. If necessary, additional conferences may be called.

Each observation completed by the Executive Director shall include a space for teacher comments or reflection.

### Teaching Assistants:

Each Supervising Teacher will complete a written evaluation instrument for the Teaching Assistant working with him or her. Teaching Assistants may also be asked to do a self-reflective evaluation.

### Visiting Staff:

The Executive Director will monitor each program weekly and evaluate each visiting teacher at the completion of his/her contracted time, using a written narrative assessment.

### Non-teaching staff:

The Executive Director will conduct a performance evaluation of all non-teaching staff twice a year.

### Executive Director:

The Executive Committee of the Board of Directors will be responsible for conducting a performance evaluation of the Executive Director twice a year with a written narrative. The performance evaluation may solicit input from the teaching staff, Board of Directors and other sources, as appropriate.

### Parent Input:

Annually, parents (with input from their children as appropriate) will be given the opportunity to evaluate the school staff and programs through a comprehensive survey.

At the discretion of the Executive Director, employees who perform at an unsatisfactory performance level will be given an opportunity to create a Plan of Action with the Executive Director, to set goals and strategies for improvement.

## **VIII. Renewal or Termination of Employment Contracts**

Each employee shall receive a Letter of Intent from the Executive Director by April 1, regarding his or her interest in renewing employment for the next school year. The Letter of Intent shall be returned to the Executive Director by the date requested in the Letter. The Tiller School, through the Executive Director, will inform each employee of the School's interest in renewing the employee's employment contract at least 30 days prior to the end of the school year.

Employment contracts will be renewed based on performance evaluation and position availability. The Executive Director will determine if an employee's contract shall be renewed, on an individual basis, with approval from the Board of Directors.

**After the initial probationary period, 30 days' notice may be given should an employee be terminated.** Any employee may be terminated immediately and without a period of notice if the employee's personal or professional conduct, the employee's failure to ensure student safety, the employee's negligence or intentional conduct causes harm to any student, parent, volunteer, or other personnel of Tiller School, or the employee's unacceptable performance or attendance requires immediate removal at the discretion of the Executive Director and the Board of Directors. The Board of Directors will be responsible for dismissal decisions of all employees,

Notice of termination or additional probation may be appealed through the Grievance Procedure, which can be found in the Community Policy Handbook.

## **IX. Salary/Wages/Benefits**

The teacher and teaching assistant work year consists of at least 185 days or 1,025 hours of classroom instruction over 9 calendar months, up to 15 teacher workdays, and 23 holidays as designated in the teacher or teaching assistant's contract.

The criteria for salary increases will be determined by a method approved by the Board of Directors. These criteria will include the performance evaluation and approved salary scale.

### Pay Day:

Employees will be paid on the last day of every month. If the last day falls on a weekend, they will be paid on the Friday prior to that weekend. Annual salaries of teachers and teaching assistants shall be paid out over 10 or 12 months.

### Benefits:

Benefits include health insurance, personal leave, and paid holidays.

## **X. Holidays**

Tiller School recognizes the following paid holidays:

- Labor Day
- Veterans Day
- Thanksgiving Day (plus the day before and the day after Thanksgiving)
- Winter vacation (two weeks in December through New Year's Day)
- Martin Luther King Day
- President's Day
- Spring Vacation (one week)
- Memorial Day

## **XI. Leave (including Personal, Vacation, Catastrophic Illness, Maternity/Paternity/Adoption, and Child Involvement)**

### Personal Leave (Pro-rated based on employment start date):

Tiller School is dedicated to excellence in education and needs all of its teachers and employees each day during the regular school year. Personal Leave is provided, however, for those times during which a teacher or employee cannot be at school, and to prevent the spread of illness when employees are not well.

Salaried employees (10 month full-time contracted) will receive one (1) paid personal leave day per month of contracted employment, for a total of up to ten (10) paid personal leave days per year.

Hourly employees (10 month full-time contracted 40hrs/week) will receive one (1) paid personal leave day per month of contracted employment, for a total of up to ten (10) paid personal leave days per year.

Full-time (12 month) non-teaching employees will receive one (1) paid personal leave day per month of contracted employment, for a total of up to twelve (12) paid personal leave days per year.

Personal Leave Accrual (All Eligible Employees as listed above):

Personal leave shall be accrued yearly, and shall not exceed a total of thirty-five (35) days. Unused personal leave will be forfeited upon termination of employment. Absence of over three days will require a note from a doctor, or prior approval of the Executive Director. In the event of catastrophic illness or emergency, an employee (or family member if the employee is unable), may request permission from the Executive Director to be absent for more than his or her accrued number of personal days. If permission is granted, the employee's salary will be reduced by one day's pay for each day missed.

Vacation Leave and Reduced Work Hours:

Full-time (12 month) non-teaching employees will receive two weeks paid vacation, to be taken during the summer. If they join Tiller School after the start of the school year, they will have their vacation pro-rated based on their time of employment. They may also have reduced hours in the summer, to be determined on an annual basis with the Executive Director, and with the approval of the Board of Directors.

Catastrophic Illness:

At the discretion of the Executive Director and pending the approval of the Board of Directors, an employee who has used all Personal and Vacation Leave available, and documents a significant personal or immediate family illness, may be granted extended leave for up to 12 weeks in length. If additional leave is needed, it must also be approved by the Executive Director and the Board of Directors.

Maternity /Paternity/Adoption:

Maternity/Paternity/Adoption leave is available to all full-time employees who have completed a minimum of six (6) months employment with Tiller School. This Leave will consist of two weeks paid leave taken first, followed by up to 10 weeks

of accrued personal leave. Up to twelve (12) weeks of combined leave (including unpaid leave) may be used.

Personnel Policies Child Involvement Leave:

Tiller School believes that parent involvement is vital and essential to the success of all students in general, and its students in particular. In that regard, any Tiller School employee who is a parent, guardian, or person standing in loco parentis, and who has a school-aged child or school-aged children, may take up to four (4) hours of paid leave, per child, per academic year, to attend or be involved with, each child at that child's school.

The employee must use Child Involvement Leave in one of the following settings:

1. a public school;
2. a private church school, church of religious charter, or non-public school as described in Parts 1 and 2 of Article 39 of Chapter 115C of the N.C. General Statutes that regularly provide a course of grade school instruction;
3. a kindergarten or preschool; or
4. a child day-care facility as defined in N.C.G.S. §110-86(3).

Child Involvement Leave shall be granted under the following conditions:

1. The leave shall be requested 48 hours in advance of the time that the employee wishes to leave.
2. The leave must be approved by the Executive Director.
3. Each employee shall be entitled to a maximum of 4 hours of leave per school-aged child.
4. The employee may be required to provide written verification from the child's school that the employee attended, or was otherwise involved, at the child's school during the time of leave.
5. Child Involvement Leave not used during the school year shall be forfeited at the end of that year.
6. The employee shall not be entitled to payment for unused Child Involvement Leave upon separation from Tiller School.

Tiller School shall not discharge, demote, or otherwise take adverse employment action against an employee who requests or takes leave under this policy (Legal Reference N.C.G.S. § 95-28.3).

**XII. Unlawful Harassment and Sexual Misconduct**

All Members of the Tiller School Community, including employees, students and volunteers are guaranteed the right to work and learn in an environment free from harassment and retaliation. Tiller Community Members are expected to

behave in a cooperative and respectful manner to each other, regardless of personal or professional differences.

This policy is implemented to insure that Tiller School is free from all forms of harassment, and prohibits retaliation against Tiller Community Members who file complaints, act as witnesses to harassment, or provide evidence of retaliation to harassment complaints. Retaliation is defined as adverse treatment which occurs because of an opposition to harassment.

Tiller Community Members are responsible for conducting themselves in a manner that is consistent with the spirit and intent of this policy. Conduct prohibited by this policy is unacceptable on the Tiller School campus, and in any school-related settings off campus, including, but not limited to, trips, meetings, and events.

Any physical contact of a sexual nature toward students is never appropriate, whether or not it is outside the definition of sexual misconduct. Physical contact of a sexual nature with children is prohibited. Employees or volunteers engaging in or attempting to engage in such conduct shall be subject to disciplinary action, up to and including dismissal, and may be subject to criminal action

#### Types of Harassment:

##### 1 – Unlawful Harassment:

For the purposes of this policy, defined as unsolicited and unwelcome speech or conduct based upon race, sex, creed, religion, national origin, age, color, or disability that creates a hostile environment. Conduct that may rise to the level of a hostile environment includes verbal, nonverbal, or physical behaviors that a reasonable person would find hostile or abusive, and one that the person, who is the object of the harassment, perceives to be hostile or abusive.

##### 2 – Sexual Misconduct:

For the purposes of this policy, sexual misconduct is defined as unwelcome sexual advances, requests for sexual favors, or other verbal, visual, written, or physical conduct of a sexual nature. Sexual misconduct can occur at various levels between Tiller Community Members including between volunteers and employees, volunteers and students, and between employees and students.

Sexual Misconduct includes, but is not limited to, situations in which:

- A. A Tiller Community Member is told, or threatened (expressed or implied), that submission to the conduct will influence any personnel or academic decision;
- B. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual (continued

- employment, wages, advancement, assigned duties, or any other condition of employment or career development); or
- C. Such conduct has the purpose or effect of unreasonably interfering with a Tiller Community Member's work or academic performance or creating an intimidating, hostile, or offensive working or learning environment.

#### Reporting Unlawful Harassment or Sexual Misconduct:

All complaints will be treated as serious violations of the law and Tiller School policy and will be promptly and thoroughly investigated. Complaints will be confidential and only those persons necessary for the investigation and resolution of the complaint will be provided information relative to the matter.

Any Tiller Community Member who observes, is confronted with, or becomes aware of a situation involving unlawful harassment or sexual misconduct must report the situation immediately to the Executive Director. If the Executive Director is the alleged offender, such report shall be made to a member of the Tiller School Board of Directors' Executive Committee. The Executive Director or the Board of Directors shall notify any other appropriate person or entity if required by law. Failure of a Tiller School employee to report unlawful harassment or sexual misconduct may subject the employee to disciplinary action.

The Tiller Community Member who is accused of unlawful harassment or sexual misconduct shall be subject to disciplinary action depending on the nature and severity of the offense.

Retaliation against Tiller Community Members who report harassment, file complaints or charges due to perceived harassment, participate in investigations or proceedings as witnesses, or in other capacities, is prohibited and will not be tolerated, and should be reported immediately.

Notice of termination or probation may be appealed through the Grievance Procedure, which can be found in the Community Policy Handbook.

### **XIII. Smoking, Alcohol and Illegal Substances**

Smoking, alcohol and illegal substances are prohibited at all times on school grounds. All employees will abide by the conditions of this statement.

### **XIV. Nondiscrimination Statement and Affirmative Action**

In compliance with federal law, including the provisions of Title IX of the Education Amendments of 1972, NC Public Schools administers all state-operated educational programs, employment activities and admissions without discrimination because of race, religion, national or ethnic origin, color, age,

military service, disability, or gender, except where exemption is appropriate and allowed by law.

Tiller School will take affirmative action to ensure that all employment practices are administered without regard to race, religion, color, creed, national origin, sex, age, political affiliation, handicapping condition, or any other protected category under local, state, or federal law. These employment practices include, but are not limited to, recruitment, selection, compensation, transfer, promotion, demotion, layoff, recall, benefits, training, and dismissal. Tiller School's policy is to insure that all employment decisions are based solely on an individual's qualifications and suitability for the job.

#### **XV. Tiller School Contact Information**

Inquiries or complaints should be directed to:

Tiller School Executive Director  
1950 Hwy 70 East  
Beaufort, NC 28516  
Telephone (252) 728-1995; Fax (252) 728-3711  
Email: [executivedirectortiller@gmail.com](mailto:executivedirectortiller@gmail.com)

Revised 10/05 JK/JL  
Revised 01/06 JK/JL  
Revised 06/08 LP  
Revised 06/11 AD  
Revised 7/23/13 QMLJr/JP/SS  
Revised 8/14/14 RC/JP/SH  
Revised 01/20/15 JP/RC

## Tiller School Teacher Salary Scale

Approved 6/14/2011

<b>Responsive Classroom Teaching Experience</b>	<b>Low</b>	<b>High</b>
0 to 4 years	\$29,000	\$32,000
5 to 9 years	\$31,000	\$35,500
10 to 14 years	\$34,500	\$38,000
15 to 19 years	\$37,000	\$40,500
20 +	\$39,500	\$46,000

### **Weights**

Responsive Classroom Training II	\$750.00
Masters in Teaching Area	\$1000.00
National Board Certified	\$1000.00
Teaching Experience (without Responsive Classroom)	\$ 250.00 per year up to 12 years

Newly hired teachers will be required to attend *Responsive Classroom I* training within one year after start date unless an unforeseen hardship arises which will be determined by the Executive Director.

Existing teachers will not be moved into the new salary schedule unless deemed practical by the Executive Director on a case by case basis.

## EMPLOYEE ACKNOWLEDGEMENT

I, \_\_\_\_\_, acknowledge that I have received and have had the opportunity to review the Tiller School Personnel Policies and Procedures Manual. I understand that this Manual supersedes any previous Manuals or policies that govern my employment with Tiller School.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Executive Director Signature

\_\_\_\_\_  
Date