

**LEWIS CENTRAL  
COMMUNITY SCHOOL DISTRICT**

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**HANDBOOK**

**FOR**

**CLASSIFIED  
EMPLOYEES**

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**Last Modified  
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MISSION STATEMENT

# INSPIRING EXCELLENCE!

We continue our commitment in  
Developing passionate, innovative, adaptable learners  
prepared to embrace the challenges of the future and  
make a positive difference in their community.



It is expressly understood that all functions, rights, powers of authority of the administration of the Lewis Central Community School District and the Board of Directors are retained by the Board of Directors and that nothing contained herein is intended to or shall conflict with the judicious application of the powers or duties and responsibilities vested in the Lewis Central Community School District and the Board of Directors by the laws of the State of Iowa.

The Lewis Central Community School District is recognized as a public employer governed by the elected Board of Directors. The term “Board” shall mean the Board of Directors of the Lewis Central Community School District, or its duly authorized representatives.

The administrators are recognized as the agents of the Board empowered to manage the operations of the School District according to policies established by the Board of Directors.

## **FOREWORD**

The purpose of this Employee Handbook is to assist current and new employees in understanding benefits and other employment matters and to help provide answers to clarify some of the questions you as an employee might ask. All procedures/policies and statements made in this handbook are made in conjunction with the Board Policies. All employees are encouraged to read the Board Policies posted on the district's website.

This handbook will be reviewed annually and updated as required.

Any additional questions you may have with regard to personnel policies and practices should be directed to Human Resources, the Business Office or the Superintendent at the Lewis Central Educational Resource Center (ERC).

THIS HANDBOOK IS NOT INTENDED AS A CONTRACT OR AS ANY PART OF A CONTRACT BETWEEN YOU AND THE DISTRICT. IT DOES NOT BIND THE DISTRICT TO THE POLICIES WITHIN (WHICH ARE SUBJECT TO CHANGE AT ANY TIME AT THE DISTRICT'S DISCRETION) NOR DOES IT GUARANTEE ONGOING EMPLOYMENT. IT IS PROVIDED SOLELY AS A SOURCE OF INFORMATION.

YOUR EMPLOYMENT BY THE DISTRICT IS AT ALL TIMES STRICTLY AT THE WILL AND PLEASURE OF THE DISTRICT. YOUR EMPLOYMENT MAY IN THE DISTRICT'S SOLE DISCRETION, BE TERMINATED AT ANY TIME OR THE TERMS OR CONDITIONS THEREOF CHANGED, FOR ANY REASON OR FOR NO REASON AT ALL.

NO PERSON HAS AUTHORITY ON BEHALF OF THE DISTRICT TO OFFER YOU EMPLOYMENT EXCEPT BY APPROVAL OF THE BOARD OF DIRECTORS.

## **Equal Employment Opportunity**

The Lewis Central Community School District will provide equal opportunity to employees and applicants for employment in accordance with applicable equal employment opportunity and affirmative action laws, directives and regulations of federal, state and local governing bodies. Opportunity to all employees and applicants for employment includes hiring, placement, promotion, transfer or demotion, recruitment, advertising or solicitation for employment, treatment during employment, rates of pay or other forms of compensation, and layoff or termination. The school district will take affirmative action in major job categories where women, men, minorities and persons with disabilities are underrepresented. Employees will support and comply with the district's established equal employment opportunity and affirmative action policies. Employees shall be given notice of this policy annually.

The board will appoint an affirmative action coordinator. The affirmative action coordinator will have the responsibility for drafting the affirmative action plan. The affirmative action plan will be reviewed by the board at least every two years. The Special Populations Coordinator will serve as our Affirmative Action Coordinator.

Individuals who file an application with the school district will be given consideration for employment if they meet or exceed the qualifications set by the Board, administration and Iowa Department of Education for the position for which they apply. In employing individuals, the Board shall consider the qualifications, credentials, and records of the applicants without regard to race, color, creed, gender, sexual orientation, gender identity, national origin, religion, marital status, socioeconomic status, age or disability. In keeping with the law, the Board shall consider the veteran status of applicants.

Prior to a final offer of employment for any position, the school district will perform the background checks required by law. The district may determine on a case-by-case basis that, based on the duties, other positions within the district will also require background checks. Based upon the results of the background checks, the school district will determine whether an offer will be extended. If the candidate is a teacher who has received an initial license from the BOEE, then the requirement for a background check is waived.

Advertisements and notices for vacancies within the district will contain the following statement: "The Lewis Central Community School District is an equal employment opportunity/affirmative action employer." The statement will also appear on application forms.

Inquiries by employees or applicants for employment regarding compliance with equal employment opportunity and affirmative action, including but not limited to complaints of discrimination, shall be directed to the Director of Curriculum, Instruction & Assessment, Lewis Central Community School District, 4121 Harry Langdon Blvd., Council Bluffs, Iowa 51503; or by telephoning (712) 366-8202.

Inquiries by employees or applicants for employment regarding compliance with equal employment opportunity, including but not limited to complaints of discrimination, may also be directed, in writing, to the Director of the Region VII office of Civil Rights, Department of Education, 310 W. Wisconsin Avenue, Suite 800, Milwaukee, Wisconsin, 53203-2292, (414) 291-1111 or the Iowa Civil Rights Commission, 211 E. Maple, Des Moines, Iowa 50309, (515) 381-4121. This inquiry or complaint to the federal office may be done instead of, or in addition to, an inquiry or complaint at the local level.

Further information and copies of the procedures for filing a complaint are available in the district's central administrative office and the administrative office in each district attendance center.

## SECTION ONE

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### DEFINITION OF CLASSIFIED PERSONNEL

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- A. The term “classified personnel” shall include the following employee Work Groups. Your Work Group will be outlined in your Work Agreement, and you will be notified of any subsequent changes to your Work Group during your employment:
- **General Professional Staff**
    - Full-Time/Full-Year
    - Full-Time/School-Year
  - **Building Support Staff**
    - Full-Time/Full-Year
    - Full-Time/School-Year
    - Part-Time/Full-Year
    - Part-Time/School-Year
  - **Operations Support Staff**
    - Full-Time/Full-Year
    - Full-Time/School-Year
    - Part-Time/Full-Year
    - Part-Time/School-Year
  - **Summer Staff**
    - Temporary
  - **Regular Part-time Staff**
    - Varied Schedule
  - **Classified Substitute Staff**
    - Varied / On-Call Schedule
- B. Excluded employees would include Certified Staff, Administrators and Superintendent in a position that requires an Iowa Department of Education teaching license.

*The district reserves the right to change an employee’s Work Group, position and status as Full-Time or Part-Time employee at any time with or without the consent of the employee.*



## SECTION TWO

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### EMPLOYEE WORK YEAR

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- A. Full-Time Full-Year (FTFY)**
- FTFY shall include all employees working twelve (12) months and between thirty-six (36) to forty (40) hours per week.
- B. Full-Time School-Year (FTSY)**
- FTSY shall include employees that work between nine (9) and eleven (11) months and between thirty-six (36) to forty (40) hours per week.
- C. Part-Time Full Year (PTFY)**
- PTFY shall include all employees that work twelve (12) months up to thirty-five (35) hours per week on a regular basis.
- D. Part-Time School-Year (PTSY)**
- PTSY shall include all employees that work between nine (9) and eleven (11) months and work up to thirty- five (35) hours per week.
- E. Temporary and varied schedule**
- Employees shall include those employees that work during the summer months of the year and/or on a short time *or* sporadic basis only.

*An employee is considered an ongoing active employee of Lewis Central Community School District until either you or the district terminates employment. See section eighteen (18) for termination expectations.*

## SECTION THREE

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### CONDITIONS OF EMPLOYMENT

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#### New Employees

- A. Physicals
  - 1. Transportation employees refer to section Twenty-one (21) for procedures regarding physicals.
  - 2. Examinations may be required by administration when, in its judgment, such examinations are relevant to an employee's performance or status. The Board may specify the physician and type of examination. The cost of a required examination shall be paid by the Board.
  
- B. Background Checks (Board Policy 401.1R2)
  - 1. Upon being offered a position with the school district each employee must provide information to conduct a background check per the Iowa Board of Education guidelines, including a check against the national databases for adult/child abuse registries. All employment offers are contingent on a successful background check as determined by the District Superintendent.
  - 2. A negative background check will not automatically disqualify an employee from employment.
    - i. Any background check revealing any discretions will be reviewed by the Human Resources and the District Superintendent for viable employment.
    - ii. A pre-adverse action notice will be provided in compliance with the Fair Credit Reporting Act.
    - iii. If it is determined that employment is not viable based on the background check findings, an Adverse Action Notice will be sent to the person, per the Fair Credit Reporting Act.
  
- C. Trainings
  - 1. New employees may be required to participate in an orientation program. This orientation includes collection of employment paperwork and documents, issuance of employee identification, and an overview of the District policies and procedures.
  - 2. New employees will be required to attend any necessary instructional, safety, and/or training courses designated as a condition of employment as determined by the employee's direct supervisor or Human Resources.
  - 3. Any required training completed outside of an employee's regular work schedule should be completed on District property unless the training must take place at an offsite training location with prior approval from supervisor and/or Human Resources and will be compensated at employee's current rate of pay or overtime rate if applicable.

## **SECTION THREE (CONT)**

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### **CONDITIONS OF EMPLOYMENT (CONT)**

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#### **All Employees**

- A. Background Checks (Board Policy 401.1R2)
1. Employees shall provide their information to conduct a background recheck every five (5) years of employment, as required by law. This includes a check against the adult/child abuse registries. Employees shall be notified prior to any background re-check.
  2. If a background re-check reveals any negative findings, the background check will be reviewed by the Human Resources and District Superintendent and a decision made by the District Superintendent to determine if continued employment would be appropriate.
  3. All decisions will be handled following the Fair Credit Reporting Act's guidelines for any adverse action taken.
  4. Transportation employees refer to section Twenty-one (21) for additional procedures regarding background checks.
- B. Trainings
1. Employees shall be required to attend and successfully complete annual instructional, safety, and/or training courses designated as a condition of employment as determined by the employee's direct supervisor or Human Resources. (Blood Borne Pathogen courses, safety courses, etc.)
  2. Any required training completed outside of an employee's regular work schedule should be completed on District property unless the training must take place at an offsite training location with prior approval from supervisor and/or Human Resources and will be compensated at employee's current rate of pay or overtime rate if applicable.
- C. Employee Badges
1. Badges are issued to all Lewis Central CSD employees.
  2. Badges should be on you, preferably visible, at all times. If a badge is not visible, it should be able to be provided upon request.
  3. Badges issued to employees provide the following:
    - i. Identification as a school district employee
    - ii. Ability to enter buildings and doors as designated by your building or department administrator
    - iii. Ability to clock in and out for your scheduled shift (if required)
    - iv. Ability to print and make copies on district printers throughout the entire district
    - v. Access for yourself and 1 guest to any school activity (some exclusions - please verify with activities office for events)
  4. Proper usage and storage of your employee badge is important to the safety and security of our schools. Badges are issued with a hard plastic cover and a badge reel and have an expectancy to last 2 years (if not longer). Badge replacements are \$12. Replacement badges due to district error or a position/building/name change will not be charged to the employee. If a badge no longer works or is damaged in any way, you may still be responsible for the replacement cost depending on the circumstances.
  5. If a badge is lost or stolen, it is imperative that you report this immediately to your supervisor and Human Resources or IT HelpDesk so that we can turn off your badge and issue a new one.

## SECTION FOUR

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### DISABILITY ACCOMMODATION

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The District prohibits discrimination against a qualified individual with a disability in all aspects of employment, including application, hiring, promotion, discharge, compensation, benefits, and training. "Disability" means a physical or mental impairment that substantially limits one or more of the major life activities of an individual. A "qualified person with a disability" means an individual with a disability who, with or without reasonable accommodation, can perform the essential functions of the employment position that the individual holds or has applied for.

#### **Reasonable Accommodation**

- A. The District seeks to reasonably accommodate qualified individuals with disabilities. Such reasonable accommodation may take the form of making existing facilities readily accessible to or usable by individuals with a disability, restructuring jobs, modifying schedules, acquiring or modifying equipment, adjusting training materials, adjusting employment policies, and the like. Generally, such reasonable accommodation will be made unless it creates an undue hardship for the corporation.

#### **Violations**

- A. Anyone who believes that there has been a violation of this policy or any applicable law relating to accommodating a person with a disability should immediately contact a partner to whom you feel comfortable reporting the violation for assistance. All complaints will be promptly investigated. All individuals are expected to cooperate with an investigation. The information obtained in the course of the investigation will, to the extent possible, be held in confidence and will only be disclosed to those individuals who have a need for the information.

## SECTION FIVE

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### STATUS, WAGES AND SALARY STRUCTURE

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#### A. Status - Exempt Vs. Non-exempt

1. Exempt Employees are those that meet the salary and duties tests as outlined by the Fair Labor Standards Act (FLSA). Exempt employees are not eligible for overtime pay for hours worked over forty (40) in a single week. Exempt employees are paid a salaried wage.
2. Non-exempt employees are those that do not meet the salary and duties tests as outlined by the FLSA. These employees are eligible for overtime pay for hours worked over forty (40) in a single week (Sunday-Saturday). Overtime rate is to be paid at time and half of their regular hourly rate. Non-exempt employees may be paid an hourly or salaried wage dependent on the employee's classification group.

#### B. Pay Structure

1. All employees' wages shall be determined as recommended by the Administration and approved by the School Board.
2. Wage schedules for hourly wages are approved by the Board. Starting rates are listed in Appendix A of this handbook.
3. All new and former employees returning to work after tendering a resignation or terminating their employment previously, may receive the base wage.
4. Pay differentials are offered for some positions where special certifications or experience may be beneficial for an employee in their position.

#### C. Pay Increases

1. Annual Pay increases are determined and approved by the Board at the end of the current school year for the start of the next school year (start of the fiscal year is July).
  - i. Increases in pay for staff receiving an hourly wage are determined by a percentage amount and/or a dollar amount (Building Support Staff, Operations Support Staff, Regular Part-Time Staff, and Summer Staff)
  - ii. Increases in pay for staff receiving a salaried wage, are determined by a percentage amount and/or a dollar amount. (Professional and Administrative Assistant Staff)

#### D. Pay Frequency

1. Full-Time Professional Staff will be paid monthly on the first business day of each month. Typically this is the first (1<sup>st</sup>) of the month unless it falls on a weekend or Holiday, then it would be the first day following.
2. Full-Time and Part-Time Building Support Staff, Operations Support Staff, Regular Part-Time Staff, and Summer Staff, will be paid semi-monthly. The first pay will be on the first (1<sup>st</sup>) business day of the month and the second pay will be on the first available business day either before or on the fifteenth (15<sup>th</sup>) of the month.
3. Pay period schedules outlining the dates of pay and the pay periods covered will be posted on the district website [lewiscentral.org/hr](http://lewiscentral.org/hr).

## SECTION SIX

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### EMPLOYEE HOURS AND ATTENDANCE

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#### A. Employee Hours

1. The administration shall determine all working hours, starting and ending times, and the assignment of employees during those hours to ensure and maintain the services necessary and essential to the functioning of the District.
2. Hours may be adjusted based on the needs of the department/building at any time. These changes will typically be made with the approval of the employee however, certain circumstances may deem a schedule change necessary without consent. In the case that the schedule changes without the consent of the employee, the supervisor will attempt to provide the employee at least two (2) pay periods of advance notice of the change. The new pay rate, if applicable, will go into effect no sooner than the first day of the next pay period cycle.
3. Employee requests for schedule adjustments may be made to their supervisor. Requests will be considered on a case by case basis by the employee's supervisor, the department director and/or building administrator, and Human Resources.

#### A. Use of Time Clock System

1. All non-exempt employees must use the electronic time clock where employee hours worked will be recorded by using their employee badge.
2. If an employee does not have their badge to use the time clock system, the employee should use their manual clocking credentials. (Please refer to Section 4 for employee badge information.)
3. In the event the employee forgets to clock in or out or the time clock system is unavailable, the employee must submit a Time Adjustment Sheet (also referred to as a Yellow Sheet) to their supervisor or designee. Excessive missed clocks may be subject to disciplinary procedures.

#### B. Lunches and Breaks

1. All employees working five (5) hours or more per day shall receive a daily, duty-free, unpaid lunch period of thirty (30) minutes, which may be automatically deducted from their daily hours.
2. Employees must notify their supervisor if they have worked through their lunch so the time can be recorded as paid time.
3. Nutrition Services' employees shall have a duty-free, paid lunch period of fifteen (15) minutes daily.
4. If the employee leaves the campus for any reason or period of time, with the exception of supervisor or administrative approved District travel, he/she will be required to notify their supervisor or designee and punch out during the break that is away from the workplace.
5. Sitting in your car on school property does not constitute leaving campus.

## SECTION SIX (CONT)

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### EMPLOYEE HOURS AND ATTENDANCE (CONT)

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6. While on break if an employee chooses to partake in the use of tobacco and nicotine products; including, but not limited to, cigarettes, nicotine chew, snus, dissolvables, electronic cigarettes, any electronic or other devices that can be used to deliver nicotine to the person inhaling from the device, any other look-alike products in which the original product would include tobacco and/or nicotine and/or other nicotine products that are not approved by the Federal Drug Administration for tobacco cessation the employee must leave campus as these are prohibited on all District property including inside of a vehicle. Refer to Board Policy 905.2, Tobacco/Nicotine-Free Environment.
7. Employees *may* receive a 15 minute break for every four (4) hours they work if time and schedule permit. Regular restroom or drink breaks will be allowed as needed. These breaks shall not be combined with employee's lunch. Excessive breaks taken during an employee's scheduled shift may result in disciplinary action.

#### C. Attendance

1. An essential part of achieving our mission and beliefs is being present for the students that we serve. Employees are encouraged to schedule personal appointments outside of regular school days and hours or on days not required to work (summer months, non-student days, breaks, etc.). Employees are expected to be in attendance during their scheduled days and hours especially during the months school is in session. Excessive absences beyond an employee's paid leave available may result in disciplinary actions leading up to termination unless approval has been made by an employee's supervisor and/or the Superintendent.
2. The employee is to make contact with his/her supervisor before his/her shift is scheduled to begin, if they will be late for their shift or not in attendance that day. The employee's supervisor will direct the employee on the preferred method of contact.
3. A no call/no show may result in termination of employment either voluntary or involuntary depending on the circumstances.
4. All employees are responsible for entering their own absences using the Absence Management System prior to the absence.
5. Doctor's appointments scheduled during an employee's scheduled time are to be communicated to your supervisor prior to the appointment unless in situations where it is due to a sudden illness. (For example – annual check-ups, children's appointments, etc.) These absences should be entered into the Absence Management System three (3) working days prior to the absence. (Please also refer to Section 11 Personal and Family Sick Leave)

**D. Snow & Weather Cancellations/Delays**

1. Employees whose work is directly related to students, are not expected to report to work during school closings due to weather unless told otherwise.
2. Employees whose work is not directly related to students but to the upkeep of the building/District, are expected to report to work during school closings due to weather unless told otherwise.
3. In the event that there is a delayed start or inclement weather and school is not canceled, all employees are expected to report to work at the time designated by their supervisor. If you are unable to report to work due to the weather, personal time, vacation time or an unpaid day will have to be taken. In cases where an employee is sick during a snow day or had a personal sick day scheduled prior to, sick leave may be used.



## SECTION SEVEN

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### **PERFORMANCE EVALUATION AND FEEDBACK**

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#### **New Employees**

##### **A. Performance Feedback**

1. New employees' performance will be observed throughout their first year (July-June) with informal or formal feedback being given throughout the year.
2. Employee feedback requiring performance improvement will be documented and placed in the employee's file for follow-up.
3. Any negative performance feedback may be subject to disciplinary procedures.

##### **B. Annual Evaluations**

1. The supervisor will acquaint the employee with the evaluation forms and procedures within the first month of employment.
2. Upon reaching June of the first year of employment, the employee will receive a formal evaluation.
3. A copy of the evaluation will be provided to the employee upon completion of the evaluation.

#### **All Employees**

##### **A. Performance Feedback**

1. Employees may receive performance feedback throughout the year. Feedback may be given formally or informally at the discretion of the direct supervisor and dependent on the situation requiring feedback.
2. Employee feedback requiring performance improvement will be documented and placed in the employee's file for follow-up.
3. Any negative performance feedback may be subject to disciplinary procedures.

##### **B. Annual Evaluations**

1. Employees will be observed and evaluated annually on their performance throughout the year (July-June).
2. The evaluation will be reviewed with the employee and any feedback on the evaluation may be discussed at that time.
3. A copy of the evaluation will be provided to the employee upon completion of the evaluation and a signed copy placed in the employees personnel file.

##### **C. Employee File**

1. No written comments concerning an employee's performance shall be placed in the employee's official personnel file until a conference with that employee and the building principal or supervisor have been conducted and the employee is made aware of the documents presented. Employee files may be an electronic file or a paper file.

## SECTION EIGHT

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### BENEFITS - INSURANCE

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#### Full-Time/Full-Year and Full-Time/School-Year

##### Employees Health/Dental Insurance

- A. The Board agrees to offer health and dental insurance to all FTFY and FTSY employees. Plan offerings and premiums will be set annually by the district. For plan offerings and premium amounts, please refer to the yearly Benefits Summary booklet for your work year. These are located on the district website at [lewiscentral.org/hr](http://lewiscentral.org/hr).

##### Life/AD&D/LTD

- A. FTFY and FTSY Professional Staff
  - 1. Shall receive a term life insurance policy with accidental death and dismemberment based upon their annual salary at a minimum of \$30,000, costs to be paid for by the District.
- B. FTFY and FTSY Building Support Staff and Operations Support Staff
  - 1. Shall receive a \$30,000 level term life insurance policy with accidental death and dismemberment, costs to be paid for by the District.
- C. Additional Supplemental Life Insurance is available for employees and employee's spouses and/or dependents at an additional cost to the employee.
- D. All FTFY and FTSY employees shall be covered by a long-term group disability insurance program, costs to be paid for by the District.

#### Part-Time/Full-Year and Part-Time/School-Year

##### Health/Dental Coverage

- A. Any part time employee working on average more than 30 hours per week as per ACA calculation guidelines, may be offered Health and Dental Insurance at 100% District paid for single coverage and a portion of the premium, for family coverage.

##### Life/AD&D

- A. PTFY and PTSY employees shall receive a \$20,000 level term life insurance policy with accidental death and dismemberment, costs to be paid for by the District.

## SECTION EIGHT CONT

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### BENEFITS - INSURANCE CONT

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#### Supplemental Insurance

The District may offer additional Supplemental Insurance Policies (Vision, Accident, Critical Illness, etc.) that eligible employees may participate in. The District does not pay any part of these policies and are the sole responsibility of the employee.

**Summer Staff, Regular Part-Time Staff and Substitute Staff are excluded from Insurance Benefits.**

#### Effective Dates of Coverage

- A. New Employees
  - 1. Employees new to the district shall be covered by the Board provided insurance, if application is made timely, on the first day of the month following, or coinciding with their first day of employment.
- B. All Employees
  - 1. Most benefit premiums and coverage begins in July and ends in June.
  - 2. Deductibles are calculated in a calendar year (January-December)
  - 3. Open Enrollment period to sign up for eligible benefits or change any existing benefits will be held no later than June of the current year for next year's elections.
  - 4. Employees on paid leave shall continue to have Board contributions made according to the level described above. Employees on an unpaid leave of absence shall have the option to continue any or all of the above insurance programs for the duration of the leave by paying the premiums themselves prior to the billing date, if such purchases are possible under the regulations set by the carrier.

#### Insurance Providers

All insurance program carriers shall be selected by the Board. The Board and the insurance carrier shall establish the open enrollment period.

- A. All terms and conditions of the above provided insurance benefits, including but not limited to, eligibility for coverage, continuation, and coverage period subject to any subsequent changes, conditions, and regulations made by the carrier.

#### Liability Coverage

- A. All employees shall be covered by a school-financed liability insurance covering job-related performance of duties, costs to be paid for by the District.

## SECTION NINE

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### BENEFITS – PAID HOLIDAYS

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***The District recognizes the following Holidays and will be closed on these days. Listed below are the Holidays that will be paid for each Work Year. In order to receive Holiday pay for these days, an employee must be present, use vacation leave, or another necessary leave (pre-approved by Human Resources or the Superintendent) the day prior and the day after the holiday. Most medical appointments are not considered of necessity for this purpose.***

- A. Full-Time Full-Year employees shall receive the following paid holidays:
- Labor Day (1)
  - Thanksgiving (2)
  - Christmas (1)
  - New Years (1)
  - Good Friday (1)
  - Memorial Day (1)
  - 4<sup>th</sup> of July (1)
- B. Full-Time School-Year employees shall receive the following paid holidays:
- Labor Day (1)
  - Thanksgiving (2)
  - Christmas (1)
  - New Years (1)
  - Good Friday (1)
  - Memorial Day (1)
- C. Part-Time School-Year and Part-Time Full-Year employees shall receive the following paid holidays:
- Labor Day (1)
  - Thanksgiving (1)
  - Christmas (1)
  - New Year's Day (1)
  - Memorial Day (1)

Part-Time School-Year and Part-Time Full-Year employees(C), may not be required to work on any of the holidays listed above but will not be paid by the District for those days. Regular Part-Time, Summer Staff and Classified Substitute Staff are not eligible for paid Holidays.

**SECTION TEN**

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**BENEFITS – VACATION LEAVE**

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**Only Full-time Full Year General Professional, Building Support and Operations Support Staff shall be eligible for paid vacation.**

**New Employees**

- A. New Employees will be given on the first day of employment, pro-rated vacation leave their first year based off of the following schedule.

Starting Month (15 <sup>th</sup> or before)	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Days received	10	9	8.5	7.5	6.5	6	5	4	3.5	2.5	1.5	1

- B. Once reaching July 1st, 10 days of vacation leave will be awarded on July 1<sup>st</sup>.
- C. Upon completion of the first fiscal year of employment, new employees shall receive vacation leave as listed below for all employees.
- D. If employment is terminated before 60 days of employment has been completed and any vacation time has been used and paid out, the district will subtract the amount of the leave from the employee’s last check.

**All Employees**

- A. Employees hired after July 1, 2005 will be awarded vacation based on the following:
  - 1. Employees who have completed one (1) to seven (7) *fiscal* years of employment shall earn annually ten (10) days of vacation
  - 2. Employees who have completed eight (8) *fiscal* years or more of employment shall earn annually fifteen (15) days of vacation.
- B. Employees hired prior to July 1, 2005, will be awarded vacation based on the following:
  - 1. Employees who have completed one (1) to seven (7) *fiscal* years of employment shall earn annually ten (10) days,
  - 2. Employees who have completed eight (8) to fourteen (14) *fiscal* years of employment will earn fifteen (15) days of vacation, and
  - 3. Employees who have completed fifteen (15) or more *fiscal* years of employment shall receive twenty (20) days of vacation, i.e. for purposes of accumulating additional days of vacation, a partial year shall not be considered, only full *fiscal* years.

## SECTION TEN CONT

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### BENEFITS – VACATION LEAVE CONT

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#### Usage of Vacation Leave

- A. Vacation leave should be requested three (3) days in advance of the anticipated absences, except in cases of an emergency.
- B. Employee's request for vacation leave must be approved by their immediate supervisor and/or Administrator or Director.
- C. Pay for vacation shall be for the hours normally worked during the day, not to exceed 8 hours per day.
- D. Vacation leave can be used in increments of two (2) hours at a time.
- E. A maximum of five (5) days of vacation may be carried over from one year to the next.
- F. Any unused vacation days accumulated from a previous fiscal year, beyond five (5) days will be forfeited if not used by August 31<sup>st</sup>.
- G. All employees are responsible for entering their own vacation leaves through the Absence Management system. Failure to do so may result in not being paid for these days and may be subject to disciplinary procedures if there is a repeated failure of an employee to record their vacation leave properly.
- H. At the end of employment an employee will be reimbursed for any unused accrued vacation days from previous years' carry-over and also any unused vacation days from the current fiscal prorated for the month employment is terminated.

#### Grandfather Clauses:

All Clerical employees excluded from the Bargaining Unit employees employed prior to June 30, 2003 shall retain all rights and privileges accrued to them. Any disputes or questions shall be answered using the 2002-2003 Master Contract or Contract Provisions for Clerical Employees Excluded from Bargaining Unit, as guidance.

All employees employed prior to June 5<sup>th</sup>, 2017 will receive their vacation accrued during their last year of employment at the time of termination, prorated depending on the month employment was terminated.

## SECTION ELEVEN

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### BENEFITS - PERSONAL LEAVE

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***All General Professional, Building Support and Operations Support staff shall be eligible for personal leave. Regular part-time, Summer and Classified Substitute Staff are not eligible for personal leave.***

#### **New Employees**

- A. Employees starting on or after July 1<sup>st</sup> of any year will receive personal leave on a pro-rated basis for their first year. On an employee's first date of employment, personal time will be awarded.
1. Employees starting July 1<sup>st</sup> – Sept 30<sup>th</sup>
    - Two (2) days of personal leave awarded
  2. Employees starting Oct 1<sup>st</sup> – December 31<sup>st</sup>
    - One and one half (1 ½) days of personal leave awarded
  3. Employees starting January 1<sup>st</sup> – March 31<sup>st</sup>
    - One (1) day of personal leave awarded
  4. Employees starting April 1<sup>st</sup> – June 30<sup>th</sup>
    - One half (1/2) day of personal leave awarded
- B. If employment is terminated before 60 days of employment has been completed and any personal leave has been used and paid out, the district will subtract the amount of the leave from the employee's last check.

#### **All Employees**

- A. All classified employees will receive two (2) days for personal leave or equivalent to actual hours scheduled for position as determined on employees work agreement on July 1<sup>st</sup> of each fiscal year.

#### **Usage of Personal Leave**

- A. Personal leave must be requested three (3) days in advance of the anticipated absences, except in cases of an emergency.
- B. Employee's request for leave must be approved by their immediate supervisor and/or building principal or Director.
- C. No more than two employees from each department per building may be granted personal leave for the same day, except in cases of emergency.
- D. Request shall be honored on a first-come-first-serve basis, according to the time they are entered into Absence Management and received by the immediate supervisor and/or Director or Building Principal.

**SECTION ELEVEN CONT**

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**BENEFITS – PERSONAL LEAVE**

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- E. Personal leave may not be used on the first day or last day of school.
- F. Personal leave must not be used during the first working day before or after a holiday or winter or spring break except in extenuating circumstances as determined by the Superintendent of Schools or designee.
- G. All employees are responsible for entering their own personal leaves through the Absence Management system. Failure to do so may result in not being paid for these days and may be subject to disciplinary procedures if there is a repeated failure of an employee to record their personal leave properly.
- H. Pay for Personal Leave is not to exceed the hours an employee is scheduled to work.
- I. Personal leave may only be granted in one-half day or full day requests.
- J. At the end of each year, employees will have the option to carry-over a maximum of two (2) personal days to the following year or to be reimbursed for each day of unused personal leave. An employee requesting the carry-over option must make the request in writing on or before the last day of school. At no time can an employee have more than four (4) personal leave days in a given year.



## SECTION TWELVE

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### PERSONAL AND FAMILY SICK LEAVE

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***All General Professional, Building Support and Operations Support Staff shall be eligible for sick leave. Regular Part-Time, Summer, and Classified Substitute Staff are not eligible for sick leave.***

#### Personal Sick Leave

Personal sick leave is for the employee only. Sick leave is outlined as following:

- A. New Employees will be given on first day of employment, pro-rated sick leave their first year based off of the following schedule.

Starting Month (15 <sup>th</sup> or before)	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Days received	10	9	8.5	7.5	6.5	6	5	4	3.5	2.5	1.5	1

- B. All Employees (awarded July 1<sup>st</sup>)
1. Eleven (11) days awarded on July 1<sup>st</sup> of second fiscal year of employment.
  2. Twelve (12) days awarded on July 1<sup>st</sup> of third fiscal year of employment.
  3. Thirteen (13) days awarded on July 1<sup>st</sup> of fourth fiscal year of employment.
  4. Fourteen (14) days awarded on July 1<sup>st</sup> of fifth fiscal year of employment.
  5. Fifteen (15) days thereafter awarded on July 1<sup>st</sup> to accumulate to a maximum of ninety (90) days. The maximum accumulation is effective for all employees hired after 1985.

One (1) day of sick leave is equivalent to the number of hours per day an employee is scheduled to work as set out in their work assignment.

If an employee has an anticipated medical leave of absence of 3 or more days, with or without the use of paid sick leave, the employee must reach out to Human Resources to discuss procedure for the extended absence. (Please also refer to Section 12, Family and Medical Leave, FMLA)

The District, in any instance when personal sick leave is taken and the leave is three (3) or more consecutive work days, requires a physician's return to work statement, confirming the employee's ability to return to work with or without restrictions. This return to work statement must be turned into Human Resources prior to or on the day the employee returns to work.

## SECTION TWELVE CONT

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### PERSONAL AND FAMILY SICK LEAVE CONT

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#### Family Sick Leave

Family sick leave is taken from an employee's personal sick leave time. Family sick leave is intended to be used in cases of serious illness, serious injury, surgery or hospitalization in the immediate family or anyone living in the home. The immediate family includes:

- a. Spouse
  - b. Child(ren)
  - c. Step child(ren)
  - d. Parent(s)
  - e. Step-Parent
  - f. Grandparent(s)
  - g. Sibling(s)
  - h. Grandchildren
- A. New Employees
    1. May use any accumulated personal sick time up to ten (10) days of their personal sick leave towards family sick.
  - B. All Employees
    1. May use up to ten (10) days of their personal sick leave towards family sick.

#### Usage of Sick Leaves

- A. Medical Appointments
  1. Employees may use either personal sick leave or family sick leave for appropriate medical appointments but are asked to communicate these with their supervisor prior to so that proper coverage can be determined. These absences should be communicated and entered into the Absence Management System three (3) working days prior to the absence.
- B. Sick leave should be communicated to the direct supervisor as soon as possible before the start of the employee's scheduled shift. If an employee does not communicate this leave before the start of their scheduled shift, the absence may be deemed a no call/no show and may be subject to disciplinary action.
- C. All employees are responsible for entering their own personal and family leaves through the Absence Management system. Failure to do so may result in not being paid for these days and may be subject to disciplinary procedures if there is a repeated failure of an employee to record their sick leave properly.
- D. An employee who is discovered to have not used sick leave for an appropriate purpose will be denied paid leave and could face a 3-5 day suspension without pay and/or face termination of employment with the District.

**SECTION TWELVE CONT**

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**PERSONAL AND FAMILY SICK LEAVE CONT**

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- E. Sick pay may be used as a fraction of a workday, taken in increments of 15 minutes. Sick leave pay is 100% of regularly scheduled pay.
- F. An employee who is unable to work because of personal illness, disability, or some family illness situations may apply for leave under FMLA, if eligible under FMLA laws (See Section twelve (12) regarding FMLA leaves)
- G. An employee will not be paid Holiday pay if a sick day is used before or after a Holiday or Holiday break unless a Doctor's note is provided explaining the necessity of sick leave for that time.
- H. When a holiday falls while an employee is on approved paid sick leave, the employee's sick leave shall not be charged for the holiday period.
- I. Pregnancy will be covered under sick leave.
- J. Additional requests of sick leave beyond what is awarded as above is to be approved by the Superintendent and his/her decision shall be final.

## SECTION THIRTEEN

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### MEDICAL LEAVE OF ABSENCE INCLUDING FAMILY MEDICAL LEAVE (FMLA)

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#### Communication of Medical Leave of Absence

- A. An employee must notify Human Resources as soon as they are aware of a medical leave of absence of 3 or more days or potential FMLA qualifying event. If the employee has not notified their supervisor, Human Resources will notify the supervisor of the leave.
- B. If Human Resources becomes aware of a potential medical leave of absence or an FMLA qualifying event, paperwork notifying the employee of their potential qualification may be sent.
- C. Communication between the employee and Human Resources is essential in making sure that these leaves are properly handled. Please contact Human Resources at 712-366-8204 with any questions or issues surrounding a medical leave of absence or an FMLA leaves.
- D. For Board Policy surrounding medical leave of absences, please reference Board Policy 409.2.

#### Family Medical Leave (FMLA)

- A. The Family and Medical Leave Act of 1993 (FMLA) requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to “eligible” employees for certain family and medical reasons. FMLA runs concurrently with any available paid personal or family sick leave available. Personal or Vacation leave may also be used at the employee’s discretion. Employees are eligible for FMLA if they have worked for a covered employer for at least one year, and for 1,250 hours over the previous 12 months, and if there are at least 50 employees within 75 miles.
- B. For Board Policy surrounding FMLA qualifying event, please reference Board Policy 409.2, 409.3, 409.3R1, 409.3R2, 409.3E1, 409.3E2 and Appendix B “Employee Rights Under the Family and Medical Leave Act”.

## SECTION FOURTEEN

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### ADDITIONAL LEAVES

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*Additional leaves are only applicable to General Professional Staff, Building Support Staff and Operations Support Staff. Summer and Regular Part-time Staff needing any time off will need to coordinate with their direct supervisor.*

#### **Bereavement**

- A. The District will allow for bereavement leave without deduction in pay.
- B. A death in the employee's immediate family shall be granted up to a maximum of seven (7) days per year. Employees may use three (3) of the maximum of seven (7) days per year for the death of an individual who is not included within the definition of immediate family as set out below.

One (1) day of leave is equivalent to the number of hours per day an employee is scheduled to work as set out in their work assignment.

- C. The immediate family shall include:
  - 1. Spouse
  - 2. Child(ren)
  - 3. Step Child(ren)
  - 4. Parent(s)
  - 5. Grandparent(s)
  - 6. Step parent(s) of the employee
  - 7. Sibling(s)
  - 8. Mother or father-in-law
  - 9. Grandchildren
  - 10. Son(s) or daughter(s)-law
  - 11. Brother(s) or sister(s)-law
  - 12. Aunt(s) or uncle(s) of the employee or employee's spouse
  - 13. Anyone living in Household

Superintendent at his/her discretion, may grant additional paid or unpaid bereavement leave.

#### **Adoption Leave**

- A. A short-term leave of absence may be granted without a deduction in pay to an employee in the event of his/her adoption of child(ren).
- B. Such paid leave shall not exceed ten (10) days.
- C. The employee will be required to exchange one (1) sick leave day for each day used for adoption leave.
- D. Approval is subject to the Superintendent.

**SECTION FOURTEEN CONT**

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**ADDITIONAL LEAVES CONT**

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**Civil Duty**

- A. Jury Duty
  - 1. General Professional Building Support and Operations Support Staff employees called for jury duty during working hours shall be provided paid leave time for their normally scheduled hours (not to exceed eight (8) hours per day).
  
- B. Subpoena to Court
  - 1. Any employee subpoenaed to appear in court as a witness on behalf of the District or in a District related event, shall be given time off with pay.
  - 2. Employee's being subpoenaed to appear in court for criminal or civil cases being heard in connection with personal matters may either use accrued vacation or personal time or may decide to be unpaid for these absences.
  
- C. Return of wages
  - 1. Any employee whose civil duty leave was paid by the District, must return any wages paid to an employee for jury duty or an appearance pursuant to a subpoena minus any travel reimbursement, back to the District.
  - 2. These wages should be returned to the District ERC attention to District Accountant. Any questions on returning the wages should be directed to the District Accountant at 712-366-8209.
  - 3. If the wages are not returned to the District, the employee will waive any civil leave pay for that time.

**Other Leave**

- A. The direct supervisor, under the advisement of the Director and/or Superintendent at its discretion may grant other paid or unpaid leaves after sick, personal, or vacation leaves have been exhausted.

## SECTION FIFTEEN

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### Work Related Injuries

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All employees are expected to safely carry out the duties as outlined in their job description and comply with all safety guidelines as directed by their supervisor. The District will seek to place employees in positions for which they are qualified and in which they do not pose a direct threat to the health or safety of themselves or others. The determination that an employee poses a direct threat to the safety or health of themselves or others will be confirmed by an opinion in writing from an appropriate professional, e.g., a physician. Please also refer to Section 4, Conditions of Employment.

#### Injuries in the Work Environment

- A. Any injury, regardless of severity, that occurs in the work environment should be reported to their immediate supervisor within 24 hours of the incident. If the immediate supervisor is not available, a Building Administrator, Department Director or Human Resources may also be contacted.
- B. Please refer to Appendix C, Instructions for Handling a Work Related Injury.

#### Worker's Compensation

- A. All employees shall be covered by worker's compensation as provided by law, cost to be paid for by the Board.
  - a. An employee may elect to use only worker's compensation or supplement worker's compensation with personal sick leave. If the employee chooses to use both, worker's compensation and sick leave, the daily sick leave payment will be reduced by the amount of worker's compensation benefits being paid.
- B. Instructions for how to handle a workplace injury are provided in Appendix C of this handbook and are also on the district's human resources page of the website [lewiscentral.org/hr](http://lewiscentral.org/hr).

## SECTION SIXTEEN

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### PROGRESSIVE DISCIPLINE PROCEDURES

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**The District's progressive discipline policy and procedures are designed to provide a structured corrective action process to improve and prevent a recurrence of undesirable employee behavior and performance issues. It has been designed consistent with the District's organizational values, human resource (HR) best practices and employment laws.**

The District reserves the right to combine or skip steps depending on the facts of each situation and the nature of the offense. The level of disciplinary intervention may also vary. Some of the factors that will be considered are whether the offense is repeated despite coaching, counseling or training, the employee's work record, and the impact the conduct and performance issues have on the organization.

#### **Step 1: Counseling and verbal warning**

- A. The immediate supervisor and/or Director or Superintendent will schedule a meeting with an employee to bring attention to an existing issue. The supervisor should discuss with the employee the nature of the problem or the violation of company policies and procedures. The supervisor is expected to clearly describe expectations and steps the employee must take to improve performance or resolve the problem.
- B. Within five business days of this meeting, the supervisor will prepare written documentation of a Step 1 meeting. The employee will be asked to sign this document to demonstrate his or her understanding of the issues and the corrective action.

#### **Step 2: Written warning**

- A. If issues identified in Step 1 are not corrected in the identified amount of time discussed, a written warning may be issued to the employee.
- B. The immediate supervisor along with the Director/Superintendent or Human Resources Representative will meet with the employee to review any additional incidents or information about the issue as well as any prior relevant performance improvement plans. Management will outline the consequences for the employee of his or her continued failure to meet performance or conduct expectations.
- C. Performance improvement plan
  1. If determined that it's necessary, a formal performance improvement plan (PIP) requiring the employee's immediate and sustained corrective action will be issued within five business days of a Step 2 meeting. A warning outlining that the employee may be subject to additional discipline up to and including termination if immediate and sustained corrective action is not taken may also be included in the written warning.

#### **Step 3: Suspension and/or final written warning**

- A. Performance, conduct or safety incidents so problematic and harmful to an employee's coworkers, students or self, may result in the suspension of an employee pending the results of an investigation.
- B. Suspensions that are recommended as part of the normal progression of this progressive discipline policy are subject to approval from the Superintendent.
- C. Depending on the seriousness of the infraction, the employee may be suspended without pay in full-day increments consistent with federal, state and local wage-and-hour employment



## SECTION SIXTEEN CONT

### PROGRESSIVE DISCIPLINE PROCEDURES CONT

laws. Nonexempt/hourly employees may not substitute or use an accrued paid vacation or sick day in lieu of the unpaid suspension. Due to Fair Labor Standards Act (FLSA) compliance issues, unpaid suspension of salaried/exempt employees is reserved for serious workplace safety or conduct issues. HR will provide guidance so that the discipline is administered without jeopardizing the FLSA exemption status.

- D. Pay may be restored to the employee if an investigation of the incident or infraction absolves the employee.

#### **Step 4: Recommendation for termination of employment**

- A. Generally, the District will try to exercise the progressive nature of this policy by first providing warnings, a final written warning or suspension from the workplace before proceeding to a recommendation to terminate employment. However, the District reserves the right to combine and skip steps depending on the circumstances of each situation and the nature of the offense. Furthermore, employees may be terminated without prior notice or disciplinary action.

#### **Appeal Process**

- A. Employees will have the opportunity to present information that may challenge information management has used to issue disciplinary action. The purpose of this process is to provide insight into extenuating circumstances that may have contributed to the employee's performance or conduct issues while allowing for an equitable solution.
- B. If the employee does not present this information during any of the step meetings, he or she will have five business days after that meeting to present such information.

#### **Performance and Conduct Issues Not Subject to Progressive Discipline**

- A. Behavior that is illegal is not subject to progressive discipline, and such behavior may be reported to local law enforcement authorities.
- B. Similarly, theft, substance abuse, intoxication, fighting and other acts of violence at work are also not subject to progressive discipline and may be grounds for immediate termination. Please see section Fifteen (15) Termination of Employment for additional reasons for immediate termination.

#### **Documentation**

- A. The employee will be provided copies of all progressive discipline documentation, including all PIPs. The employee will be asked to sign copies of this documentation attesting to his or her receipt and understanding of the corrective action outlined in these documents.
- B. Copies of these documents will be placed in the employee's official personnel file.

***Important note: Nothing in this policy provides any contractual rights regarding employee discipline or counseling, nor should anything in this policy be read or construed as modifying or altering the employment-at-will relationship between Lewis Central Community School District and its employees.***

## SECTION SEVENTEEN

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### TERMINATION OF EMPLOYMENT

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**All Classified Employees are employed at-will and either they or the District can terminate employment at any time, with or without cause.**

#### **Voluntary Termination (Resignation)**

- A. Written Resignation
  - 1. Employees choosing to resign from any position with the District are asked to provide in writing their resignation to their immediate supervisor and/or Director, Human Resources or Superintendent.
- B. Notice
  - 1. When notifying the District of your resignation, a minimum of two weeks' notice is preferred. Failure to provide this may result in in-eligibility for re-hire.
- C. Leaves
  - 1. When an employee chooses to resign, and if re-hired, all leaves (vacation, personal and sick leave) start over as if you are a first time employee.
  - 2. Any unused vacation leave or personal leave will be paid out to the employee on their last check.
- D. Exit Interviews
  - 1. Exit interviews help to provide the District with feedback about possible improvements that can be made and also provide exiting employees with important information about their benefits once they are gone.
  - 2. Human Resources may request an exit interview with all employees terminating their employment. This may either be in the form of an in person meeting or via a mailed survey.

#### **Involuntary Termination**

- A. When progressive disciplinary procedures have been exhausted, an employee may be involuntarily terminated. Involuntary terminations can only be signed off on by the Board at the recommendation of the Superintendent and employees immediate supervisor.
- B. Depending on the severity of an occurrence, progressive discipline may not be appropriate and employment can be involuntarily terminated by the District. Reasons for immediate termination with cause include, but are not limited to:
  - 1. Willful defacing, destroying, misuse or theft of District's property or supplies and other similar serious offenses.
  - 2. Disorderly conduct on the District grounds or behavior which might otherwise affect the relationship of the employee to the students and patrons served.
  - 3. Any action which is inconsistent with the District's stated mission.
  - 4. Refusal to follow the lawful instructions of the supervisor or to follow the policies and procedures of the District or other acts of insubordination.

## SECTION SEVENTEEN CONT

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### TERMINATION OF EMPLOYMENT CONT

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5. The bringing of weapons and controlled substances (e.g. illegal drugs and alcohol) on District property. This includes the presence of those items in a personal vehicle when that vehicle is on District property.
6. Deliberately falsifying information concerning employment, leave of absence, employee's time record, sick leave, or any other records of the District.
7. Violation of EEO/AA policy (sexual harassment and/or other discriminatory practices).
8. Any acts based upon competent evidence, including but not limited to acts listed above, which bring discredit upon oneself or the District.
9. Insubordination.

## SECTION EIGHTEEN

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### ANTIBULLYING-HARASSMENT POLICY (BOARD POLICY 104)

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The Lewis Central Community School District is committed to providing all students, employees, and volunteers with a safe and civil school environment in which all members of the school community are treated with dignity and respect. Bullying and/or harassing behavior can seriously disrupt the ability of school employees to maintain a safe and civil environment, and the ability of students to learn and succeed.

Bullying and/or harassment of or by students, employees, and volunteers is against federal, state, and local policy and is not tolerated by the board.

Accordingly, school employees, volunteers, and students shall not engage in bullying or harassing behavior while on school property, while on school-owned or school-operated vehicles, while attending or participating in school-sponsored or sanctioned activities, and while away from school grounds if the conduct materially interferes with the orderly operation of the educational environment or is likely to do so.

Complaints may be filed with the Director of Special Populations pursuant to the regulation accompanying this policy. Complaints will be investigated within a reasonable time frame.

A school employee, volunteer, or student, or a student's parent or guardian who promptly, reasonably, and in good faith reports an incident of bullying or harassment, in compliance with the procedures in the regulation, to the appropriate school official designated by the school district, shall be immune from civil or criminal liability relating to such report and to participation in any administrative or judicial proceeding resulting from or relating to the report.

#### **Retaliation Prohibited**

Individuals who knowingly file false bullying or harassment complaints and any person who gives false statements in an investigation may be subject to discipline by appropriate measures.

Any student found to have violated or retaliated in violation of this policy shall be subject to measures up to, and including, suspension and expulsion. Any school employee found to have violated or retaliated in violation of this policy shall be subject to measures up to, and including, termination of employment. Any school volunteer found to have violated or retaliated in violation of this policy shall be subject to measures up to, and including, removal from service and exclusion from school grounds.

#### **Definitions**

For the purposes of this policy, the defined words shall have the following meaning:

- "Electronic" means any communication involving the transmission of information by wire, radio, optic cable, electromagnetic, or other similar means. "Electronic" includes but is not limited to communication via electronic mail, internet-based communications, pager service, cell phones, and electronic text messaging. "Harassment" and "bullying" mean any repeated or potentially repeated electronic, written, verbal, or physical act or other ongoing conduct toward an individual based on any trait or characteristic of the individual which creates an objectively hostile school environment that meets one or more of the following conditions:
  - (1) Places the individual in reasonable fear of harm to the individual's person or property.
  - (2) Has a substantial detrimental effect on the individual's physical or mental health.
  - (3) Has the effect of substantially interfering with the individual's academic or career performance.  
Has the effect of substantially interfering with the individual's ability to participate in or benefit from the services, activities, or privileges provided by a school.
- "Trait or characteristic of the individual" includes but is not limited to age, color, creed, national origin, race, religion, marital status, sex, sexual orientation, gender identity, physical attributes, physical or mental

ability or disability, ancestry, political party preference, political belief, socioeconomic status, or familial status.

- “Volunteer” means an individual who has regular, significant contact with students.

Harassment and bullying may include, but are not limited to, the following behaviors and circumstances:

- Verbal, nonverbal, physical or written harassment, bullying, hazing, or other victimization that have the purpose or effect of causing injury, discomfort, fear, or suffering to the victim;
- Repeated remarks of a demeaning nature that have the purpose or effect of causing injury, discomfort, fear, or suffering to the victim;
- Implied or explicit threats concerning one's grades, achievements, property, etc. that have the purpose or effect of causing injury, discomfort, fear, or suffering to the victim;
- Demeaning jokes, stories, or activities directed at the student that have the purpose or effect of causing injury, discomfort, fear, or suffering to the victim; and/or
- Unreasonable interference with a student's performance or creation of an intimidating, offensive, or hostile learning environment.

Sexual harassment means unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature when:

- Submission to the conduct is made either implicitly or explicitly a term or condition of the student's education or benefits;
- Submission to or rejection of the conduct by a school employee is used as the basis for academic decisions affecting that student; or
- The conduct has the purpose or effect of substantially interfering with the student's academic performance by creating an intimidating, hostile, or offensive education environment.

In situations between students and school officials, faculty, staff, or volunteers who have direct contact with students, bullying and harassment may also include the following behaviors:

- Requiring that a student submit to bullying or harassment by another student, either explicitly or implicitly, as a term or condition of the targeted student's education or participation in school programs or activities; and/or
- Requiring submission to or rejection of such conduct as a basis for decisions affecting the student.

***Please refer to the Board Policy 104, , 104.R1, 104.E1, 104.E2, 104.E3 for procedures on complaints surrounding Bullying or Harassment.***

## SECTION NINETEEN

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### OPERATIONS - TRANSPORTATION

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#### Different Driver Types

- A. Regular Bus Driver
- B. Activity Bus Driver
- C. Van Driver

#### Conditions of Employment

School bus drivers shall comply with the Omnibus Transportation Employee Testing Act of 1991 and Lewis Central Community School Board Policy 703A regarding pre-employment drug testing. Drug testing will be included in the bus driver's pre-employment physical and will be paid for by the Lewis Central Community School District.

#### DOT Requirements

- A. License
  - 1. All new bus drivers are required to complete the requirements for certification through the Iowa Department of Education. Cost shall be paid for by the District.
  - 2. Upon presentation of a Commercial Driver's License (CDL) the Board will reimburse the employee the actual cost of the CDL with proof of completion.
  - 3. All subsequent CDL renewals will be reimbursed to the employee for the actual cost of the renewal only and with proof of completion.
- B. Physical
  - 1. Per DOT requirements after their initial employment physical, all Bus Drivers are to have a DOT physical every one (1) to two (2) years depending on medical evaluation.
  - 2. All Transportation staff will have appointments scheduled for them by the District at a Physician of the Districts choice.
- C. Background Checks
  - 1. All Bus Drivers must have a background check re-run at the expiration of their license.

#### Accidents

- A. In the event that a Driver is involved in an accident with school property, depending on the severity and other incidents, the employee may be subject to disciplinary procedures or immediate termination.
- B. It is the Driver's responsibility to immediately inform the Transportation Director of any incident involving school property. Failure to do so could result in immediate termination.

## SECTION NINETEEN

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### OPERATIONS - TRANSPORTATION

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#### Hours/Wages

- A. Regular Bus Drivers
  - 1. Regular Bus Drivers are guaranteed pay and leave for a minimum of five (5) hours per work day.
  - 2. Regular Bus Driver Substitutes are guaranteed pay for a minimum of five (5) hours per day.
  - 3. Regular Bus Driver's will receive a break between the morning and afternoon shift that will constitute a "lunch" break.
  
- B. Activity Drivers
  - 1. Activity Drivers are not guaranteed hours or awarded leaves unless they are also a Regular Bus Driver.
  - 2. Wages for these Activity rides are paid at the same rate as a Regular Bus Driver's regular rate.
  - 3. While an Activity Driver is on an activity route, they may take a paid break as needed and in coordination with the coach/sponsor as to not interfere with driving duties.
  
- C. Van Drivers
  - 1. Van Drivers are guaranteed pay and leave for a minimum of five (5) hours per work day.
  - 2. Van Driver Substitutes are guaranteed pay for a minimum of five (5) hours per day.
  - 3. Van Drivers may receive an unpaid lunch break if the route allows for a 30 minute or longer break. If routes allow for a break under 30 minutes, it shall be a paid lunch break and the Van Driver does not need to clock out if staying on District property.
  
- D. Bus Monitors
  - 1. Bus Monitors are guaranteed pay and leave for a minimum of five (5) hours per work day.
  - 2. Bus Monitors will receive a break between the morning and afternoon shift that will constitute a "lunch" break.
  
- E. Employee coverage
  - 1. Any school district employee licensed to drive a bus and transferred from their regular assigned duties to drive a school bus shall be compensated at the employee's current rate of pay or the base bus driver's rate of pay, whichever is greater.
  
- F. All bus drivers will be required to report to work according to the times determined by the Transportation Director and based on route times and weather conditions.

## SECTION TWENTY

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### OPERATIONS – NUTRITION SERVICES

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#### Uniforms

##### New employees

- A. Shall be reimbursed for required uniform shoes only after completing 60 days of employment and proof of purchase of such items.
- B. Shall be given two (2) Lewis Central Nutrition Services' logoed shirts at hire. After completion of 60 days the employee shall receive additional.

##### All Employees

- A. All Nutrition Services' employees are required to wear uniforms. The uniforms shall be clean and comprised of the following:
  - a. non slip close toed shoes
    - i. The District will reimburse up to \$50.00 per school year for the purchase of the required shoes. Proof of purchase must be submitted to the Nutrition Services Administrative Assistant for reimbursement. All reimbursements are subject to Board approval.
  - b. Entire leg slack free of holes and tears. No shorts or capri may be worn.
  - c. Lewis Central logoed shirt
    - i. The District will provide each Nutrition Services' employees with five (5) Lewis Central Nutrition Services' logoed shirts per school year.
  - d. Hair must be restrained.
  - e. Any other items as required by Food Safety Guidelines and law.



## **HANDBOOK ACKNOWLEDGEMENT**

I acknowledge that I have received a copy of the Classified Employee Handbook, which describes important information about the Lewis Central Community School District, and understand that I should consult the District Superintendent and/or Human Resources if I have questions. I have entered into employment with Lewis Central Community School District voluntarily and acknowledge that it is for no specified length of time. Accordingly, either I or Lewis Central Community School District may terminate the relationship at will, with or without cause, at any time, for any reason or no reason. I understand that neither this Manual nor any other Lewis Central Community School District policy, practice or procedure is intended to provide any contractual obligations related to continued employment, compensation or employment contract.

Since the information, policies and benefits described here are necessarily subject to change, I acknowledge that revisions to the Handbook may occur, except to Lewis Central Community School District policy of employment-at-will. I understand that Lewis Central Community School District may change, modify, suspend, interpret or cancel, in whole or part, any of the published or unpublished personnel policies or practices, with or without notice, at its sole discretion, without giving cause or justification to any employee. Such revised information may supersede, modify or eliminate existing policies. The Lewis Central Community School District Superintendent and/or School Board shall have sole authority to add, delete or adopt revisions to the policies in this Handbook. Any written or oral statement by a supervisor or department director contrary to the personnel policy manual is invalid and should not be relied upon by any employee.

I understand and agree that I will read and comply with the policies contained in this Handbook and any revisions, am bound by the provisions contained therein, and that my continued employment is contingent on following those policies.

*All employees shall electronically sign this acknowledgement upon hire.*

## **Appendix A – Classified Hourly Staff Starting Rates**

### **Student Support**

Instructional, Special Education, At-Risk Paraeducators - \$12.20

CTG and Behavioral Support Specialists - \$13.00

Health Associates - \$14.20

### **Office Staff**

Building or Guidance Administrative Assistant – \$13.70

Clerk/Receptionist - \$12.70

### **Buildings and Grounds**

Facility Managers - \$18.00

Custodian/Maintenance - \$12.50

### **Transportation**

Bus Driver – \$15.75

Bus Monitor – \$11.65

Van Driver – \$14.00

### **Nutrition Services**

Nutrition Services Associate – \$12.20

Nutrition Services Cook – \$13.50

Nutrition Services Manager – \$17.00

### **Information Technology**

IT Technician Level I - \$17.30

IT Technician Level II - \$19.23

IT Technician Level III - \$22.12

### **LCLC**

LCLC Associate – \$8.50

LCLC Lead – \$10.50

LCLC Site Supervisor – \$12.20

### **Pool**

Lifeguard & Swim Lesson Instructor – \$11.00

### **Summer/Temporary Seasonal**

Buildings and Grounds Worker – \$11.50

Grounds (Mower) – \$12.00

# EMPLOYEE UNDER THE FAMILY AND MEDICAL

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

## LEAVE ENTITLEMENTS

Eligible employees who work for a covered employer can take up to 12 weeks of unpaid, job-protected leave in a 12-month period for the following reasons:

- The birth of a child or placement of a child for adoption or foster care;
- To bond with a child (leave must be taken within one year of the child's birth or placement);
- To care for the employee's spouse, child, or parent who has a qualifying serious health condition;
- For the employee's own qualifying serious health condition that makes the employee unable to perform the employee's job;
- For qualifying exigencies related to the foreign deployment of a military member who is the employee's spouse, child, or parent.

An eligible employee who is a covered servicemember's spouse, child, parent, or next of kin may also take up to 26 weeks of FMLA leave in a single 12-month period to care for the servicemember with a serious injury or illness.

An employee does not need to use leave in one block. When it is medically necessary or otherwise permitted, employees may take leave intermittently or on a reduced schedule.

Employees may choose, or an employer may require, use of accrued paid leave while taking FMLA leave. If an employee substitutes accrued paid leave for FMLA leave, the employee must comply with the employer's normal paid leave policies.

While employees are on FMLA leave, employers must continue health insurance coverage as if the employees were not on leave. Upon return from FMLA leave, most employees must be restored to the same job or one nearly identical to it with equivalent pay, benefits, and other employment terms and conditions.

An employer may not interfere with an individual's FMLA rights or retaliate against someone for using or trying to use FMLA leave, opposing any practice made unlawful by the FMLA, or being involved in any proceeding under or related to the FMLA.

An employee who works for a covered employer must meet three criteria in order to be eligible for FMLA leave. The employee must:

- Have worked for the employer for at least 12 months;
- Have at least 1,250 hours of service in the 12 months before taking leave;\* and
- Work at a location where the employer has at least 50 employees within 75 miles of the employee's worksite.

\*Special "hours of service" requirements apply to airline flight crew employees.

Generally, employees must give 30-days' advance notice of the need for FMLA leave. If it is not possible to give 30-days' notice, an employee must notify the employer as soon as possible and, generally, follow the employer's usual procedures.

Employees do not have to share a medical diagnosis, but must provide enough information to the employer so it can determine if the leave qualifies for FMLA protection. Sufficient information could include informing an employer that the employee is or will be unable to perform his or her job functions, that a family member cannot perform daily activities, or that hospitalization or continuing medical treatment is necessary. Employees must inform the employer if the need for leave is for a reason for which FMLA leave was previously taken or certified.

Employers can require a certification or periodic recertification supporting the need for leave. If the employer determines that the certification is incomplete, it must provide a written notice indicating what additional information is required.

Once an employer becomes aware that an employee's need for leave is for a reason that may qualify under the FMLA, the employer must notify the employee if he or she is eligible for FMLA leave and, if eligible, must also provide a notice of rights and responsibilities under the FMLA. If the employee is not eligible, the employer must provide a reason for ineligibility.

Employers must notify its employees if leave will be designated as FMLA leave, and if so, how much leave will be designated as FMLA leave.

## BENEFITS & PROTECTIONS

## ELIGIBILITY REQUIREMENTS

## REQUESTING LEAVE

## EMPLOYER RESPONSIBILITIES

## ENFORCEMENT

Employees may file a complaint with the U.S. Department of Labor, Wage and Hour Division, or may bring a private lawsuit against an employer.

The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.



For additional information or to file a complaint:

**1-866-4-USWAGE**

(1-866-487-9243) TTY: 1-877-889-5627



**www.dol.gov/whd**

U.S. Department of Labor Wage and Hour Division



**LEWIS CENTRAL COMMUNITY SCHOOL DISTRICT  
INSTRUCTIONS FOR HANDLING A WORK RELATED INJURY**

<b>Injury Requiring 911 Assistance</b>	<b>All Other Injuries</b>
<ol style="list-style-type: none"> <li><b>1. Contact 911</b></li> <li><b>2. Have someone notify supervisor immediately.</b></li> <li><b>3. Supervisor and/or employee complete incident report.</b></li> <li><b>4. The Supervisor and/or employee is responsible</b> for notifying the Work Comp Coordinator at 712-366-8214 or 712-366-8202 as soon as possible and providing the <u>completed</u> incident report.</li> </ol>	<ol style="list-style-type: none"> <li><b>1. Notify the Work Comp Coordinator</b>, 712-366-8214 or 712-366-8202 immediately of the injury. Leave a voicemail if no answer.</li> <li><b>2. Fill out an incident report <u>completely</u></b> regardless of the severity of the injury/incident and send it to Work Comp Coordinator. Completing the form does not mean you have to receive medical treatment.</li> <li><b>3. If injury occurs during the hours of 7:30-4:00 pm Monday – Friday, DO NOT proceed</b> to any medical facility without instructions from the Work Comp Coordinator first.</li> </ol> <p style="margin-top: 20px;"><b>If injury occurs outside of 7:30-4:00 pm Monday - Friday, please proceed to CHI Health Mercy Emergency Room</b> and turn in incident report to Work Comp Coordinator on the next business day.</p>
<p><b>Incident Reports can be located electronically on lewiscentral.org -&gt; For Staff -&gt;Human Resources -&gt; Workman’s Compensation. Paper copies are also available in the nurse’s office or front office of each building.</b></p>	

**The Work Comp Coordinator will:** Notify the appropriate facility that there’s been an injury, type and seriousness of your injury, and other pertinent information that will allow medical personnel to be prepared for your arrival and enable you to receive priority treatment. Nurse triage will also be given by the medical facility to the Work Comp Coordinator to eliminate further injury during your trip to the facility. This will all be completed in a matter of seconds and the wheels will be in motion to handle any injury no matter how slight or how serious.

**The two facilities established to handle work injuries are:**

Clinic: CHI Health Occupational Health Clinic  
 Address: 715 Harmony St., Suite 201  
 Council Bluffs, Iowa  
 Phone: **712-328-5550**  
 Hours: 7:00 am – 4:30 pm (weekdays)

Hospital: CHI Health Mercy Hospital  
 Address: 800 Mercy Drive  
 Council Bluffs, IA  
 Phone: **712-328-5230**  
 24 Hour Service

**For any treatment after regular clinic hours that should not wait until clinic hours the next day seek treatment at the following facility:**

HOSPITAL: CHI Health Mercy Hospital Emergency Room  
 ADDRESS: 800 Mercy Drive  
 Council Bluffs, Iowa  
 PHONE: 712-328-5230  
 24 Hour Service

**PLEASE NOTE**

**If you choose to be treated by any other medical treatment center and/or physician, you may not qualify for any worker’s compensation insurance benefits and you may be responsible for all medical costs related to this incident. If you have any questions regarding this procedure, please call Julie Williams, Work Comp Coordinator at 712-366-8214 or 712-366-8202.**