

**LEWIS CENTRAL
COMMUNITY SCHOOL DISTRICT**

HANDBOOK

FOR

**CLASSIFIED
EMPLOYEES**

**Last Modified
June 2020**

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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.



Student Focus



Excellence



Opportunity



Community



Collaboration



Innovation

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.

The Lewis Central Community School District does not discriminate on the basis of race, color, creed, gender, national origin, religion, age, or disability in its educational program, services, or employment practices. Inquiries concerning application of this statement should be addressed to: Laurie Thies, Equity Coordinator, 4121 Harry Langdon Blvd., Council Bluffs, Iowa 51503, (712) 366-8311.

The Lewis Central Community School District provides equal opportunity in employment to all persons regardless of age, race, creed, color, sex, national origin, religion or disability.

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.

SECTION ONE

DEFINITION OF CLASSIFIED PERSONNEL

- 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/Part Year

- **Building Support Staff**

- Full Time/Full Year
- Full Time/Part Year
- Part time/Full Year
- Part time/Part Year

- **Operations Support Staff**

- Full Time/Full Year
- Full Time/Part Year
- Part time/Full Year
- Part time/Part 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 require 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

EMPLOYEE WORK YEAR

- 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 Part Year (FTPY)**
- FTPY 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 Part year (PTPY)**
- PTPY 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

STATUS, WAGES AND SALARY STRUCTURE

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. These will be posted on the district website under ERC-HR-Payroll each year.
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 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 either a percentage amount or a dollar amount. (Professional and Administrative Assistant Staff)

D. Pay Frequency

1. Full-Time Administrative Assistant Staff and Full-Time Professional Staff will be paid monthly on the first business day of each month. Typically this is the first (1st) 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 (1st) business day of the month and the second pay will be on the first available business day either before or on the fifteenth (15th) of the month.
3. Pay period schedules outlining the actual dates of pay and the pay periods covered will be posted on the district website under ERC-HR-Payroll each year.

SECTION FOUR

CONDITIONS OF EMPLOYMENT

New Employees

- A. Physicals (Board Policy 401.13)
 - 1. Each employee shall have a physical examination within thirty (30) days after date of hire.
 - 2. Physicals performed within 6 months prior to the start date will be accepted.
 - 3. Employees may choose to have the school district's physician perform the physical at no cost to the employee. If the employee chooses to have their own physician perform the physical, the district will reimburse the employee up to forty (40) dollars of the cost paid by the employee, upon receiving a receipt from the physician.
 - 4. Any employee not submitting the proper evidence of a physical by the stipulated time shall not be allowed to work, nor receive the payment towards the cost of the physical.
 - 5. Transportation employees refer to section Twenty-one (21) for additional procedures regarding physicals.
 - 6. Other 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 401.27)
 - 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 will be required to attend any necessary instructional, safety, and/or training courses designated as a condition of employment as determined by the Director of Operations, employee's direct supervisor or District Superintendent.
 - 2. Any required training completed outside of an employee's regular work schedule will be compensated at employee's current rate of pay or overtime rate if applicable.

SECTION FOUR (CONT)

CONDITIONS OF EMPLOYMENT (CONT)

All Employees

- A. Background Checks (Board Policy 401.27)
 - 1. Employees shall provide their information to conduct a background re-check every five (5) years of employment, as required by law. This includes a check against the adult/child abuse registries.
 - 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 Director of Operations, employee's direct supervisor or District Superintendent. (Blood Borne Pathogen courses, safety course, etc.)
 - 2. Any required training completed outside of an employee's regular work schedule will be compensated at employee's current rate of pay or overtime rate if applicable.

SECTION FIVE

EMPLOYEE HOURS AND ATTENDANCE

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 must give the employee at least two (2) pay periods advanced notice of the change. The new schedule and pay rate if applicable, will go into effect no sooner than the first day of the next pay period cycle.

B. 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. In the event an employee loses their badge, the employee will be responsible for a replacement badge at the cost of \$12.00.
3. In the event an employee's badge is damaged or no longer works, the badge may be replaced at no charge to the employee up to two (2) times per year (July-June). Any subsequent replacements will be at the employee's expense.

C. 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, 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. Food service employees shall have a duty-free, paid lunch period of fifteen (15) minutes daily.
4. If the employee leaves the campus for a lunch period, he/she will be required to punch out during the break that is away from the workplace. Sitting in your car on school property does not constitute leaving campus.
5. 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.

SECTION FIVE (CONT)

EMPLOYEE HOURS AND ATTENDANCE (CONT)

D. 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 call 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.
3. Two no calls/no shows in a school year 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.
5. Doctor's appointments scheduled during school 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.)

E. 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 cancelled, 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 schedule prior to, sick leave may be used.

SECTION SIX

PERFORMANCE EVALUATION AND FEEDBACK

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 written 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 written 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.

SECTION SEVEN

BENEFITS - INSURANCE

Full-Time/Full-Year and Full-Time/Part-Year Employees

Health/Dental Insurance

- A. The Board agrees to offer health insurance to all FTFY and FTPY employees. Costs to be paid 100% by the District for single coverage on the two higher deductible plans and a portion of the premium, for family coverage. For premium amounts, please refer to the yearly Employee Benefits Summary booklet.
- B. The Board agrees to offer all FTFY and FTPY employees dental insurance. Costs to be 100% by the District for single coverage and a portion of the premium, for family coverage. For premium amounts, please refer to the yearly Employee Benefits Summary booklet.

Life/AD&D/LTD

- A. FTFY and FTPY Administrative Assistant Staff and 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 FTPY 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 FTPY 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/Part-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 PTPY 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 SEVEN CONT

BENEFITS - INSURANCE CONT

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. All benefit premiums and coverage begins in July and ends in June.
 - 2. Deductibles are calculated in a regular 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 un-paid leave 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 SEVEN CONT

BENEFITS - INSURANCE CONT

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. An employee may elect to use only worker's compensation and/or sick leave days. 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, and days of accumulated sick leave will be reduced by the same proportion as the amount of the sick leave payment.
- B. Worker's Compensation Instructions are provided on next page of this handbook and also on the district website under ERC-HR-Worker's Compensation.

INSTRUCTIONS FOR HANDLING A WORK RELATED INJURY

Do I need Emergency – 911 Assistance? - YES

1. Contact 911
2. Have someone notify supervisor immediately.

The Supervisor is responsible for...

1. Notifying the Work Comp Coordinator immediately.

Do I need Emergency – 911 Assistance? - NO

1. Notify the Work Comp Coordinator, **ext. 8214** or **ext. 8243** immediately, of the injury.
2. **DO NOT proceed to any medical facility without instructions from the Work Comp Coordinator first.**

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 Worker 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:

CHI Health Occupational Health Clinic
715 Harmony Street, Suite 201
Council Bluffs, Iowa
712-328-5550
Hours: 8:00 a.m. – 4:30 p.m. (weekdays)

CHI Health Mercy Hospital
800 Mercy Drive
Council Bluffs, Iowa
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:

CHI Health Mercy Hospital Emergency Room
800 Mercy Drive
Council Bluffs, Iowa
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 366-8214.

SECTION EIGHT

BENEFITS – PAID HOLIDAYS

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 pay for these days, an employee may not use sick time either the day before or after a Holiday unless a Doctor's note is provided explaining the necessity of sick leave for that time.

- 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)
 - 4th of July (1)

- B. Full-time Part-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 Part-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 Part- 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 NINE

BENEFITS – VACATION LEAVE

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 first day of employment, pro-rated vacation leave their first year based off of the following schedule.

Starting Month (15 th 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 1st.
- 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 NINE CONT

BENEFITS – VACATION LEAVE CONT

Usage of Vacation Leave

- A. Pay for vacation shall be for the hours normally worked during the day, not to exceed 8 hours per day.
- B. Vacation leave can be used in increments of two (2) hours at a time.
- C. A maximum of five (5) days of vacation may be carried over from one year to the next.
- D. Any unused vacation days accumulated from a previous fiscal year, beyond five (5) days will be forfeited if not used by August 31st. For the vacation awarded in the 2019-2020 school year, vacation days will not be forfeited until August 31, 2021.
- E. 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.
- F. 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 pro-rated 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 5th, 2017 will receive their vacation accrued during their last year of employment at the time of termination, pro-rated depending on the month employment was terminated.

SECTION TEN

BENEFITS - PERSONAL LEAVE

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 1st of any year will receive personal leave on a pro-rated basis for their first year. On employees first date of employment, personal time will be awarded.
1. Employees starting July 1st – Sept 30th
 - Two (2) days of personal leave awarded
 2. Employees starting Oct 1st – December 31st
 - One and one half (1 ½) days of personal leave awarded
 3. Employees starting January 1st – March 31st
 - One (1) day of personal leave awarded
 4. Employees starting April 1st – June 30th
 - 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 1st 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 TEN CONT

BENEFITS – PERSONAL LEAVE

- E. Personal leave may not be used during the first two weeks and the last two weeks 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. 1All 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 vacation leave properly.
- H. Pay for Personal Leave is not to exceed the hours an employee is scheduled to work.
- I. No less than one-half day will be granted per request.
- J. At the end of each year employees will be reimbursed for unused personal leave.

SECTION ELEVEN

PERSONAL AND FAMILY SICK LEAVE

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 th 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 1st)
1. Eleven (11) days awarded on July 1st of second fiscal year of employment.
 2. Twelve (12) days awarded on July 1st of third fiscal year of employment.
 3. Thirteen (13) days awarded on July 1st of fourth fiscal year of employment.
 4. Fourteen (14) days awarded on July 1st of fifth fiscal year of employment.
 5. Fifteen (15) days thereafter awarded on July 1st 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.

The District may, in each instance when personal sick leave is taken and the leave is over three (3) consecutive days, require a physician's release to return to work statement as it may desire confirming the necessity for such leave of absence. This release must be received prior to or on the day the employee returns to work.

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

SECTION ELEVEN CONT

PERSONAL AND FAMILY SICK LEAVE CONT

- A. New Employees
 - 1. May use any accumulated personal sick time up to seven (7) days of their personal sick leave towards family sick.
- B. All Employees
 - 1. May use up to seven (7) 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.
- 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.
- 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 TWELVE

FAMILY AND MEDICAL LEAVE (FMLA)

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. Employees are eligible 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.

- A. Unpaid leave must be granted for any of the following:
 - To care for the employee’s child after birth, or placement for adoption or foster care.
 - To care for the employee’s spouse, son, daughter, or parent, who has a serious health condition.
 - For a serious health condition that makes the employee unable to perform the employer’s job.
- B. The employee may be required to provide advance leave notice and medical certification. Taking of leave may be denied if requirements are not met.
- C. For the duration of FMLA leave, the employer must maintain the employee’s health coverage under the group plan.

Upon return from FMLA leave, the employee shall be restored to the employee's former position or its equivalent.

Communication of FMLA Leave

- A. An employee must notify their supervisor and/or Human Resources as soon as they are aware of a potential FMLA qualifying event.
- B. In the case that an employee does not notify either their supervisor and/or Human Resources and Human Resources is informed of the occurrence of a potential FMLA qualifying event, paperwork notifying the employee of their potential qualification may be sent.
- C. All paperwork is generated and collected through a third party company (TASC – FMLA Matters).
- D. 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 FMLA leaves.
- E. For complete procedures and policy surrounding medical leave of absences whether FMLA qualifying or not, please reference Board Policy 401.24, 401.7, 401.7A & 401.8.

SECTION THIRTEEN

ADDITIONAL LEAVES

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 one (1) 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 THIRTEEN CONT

ADDITIONAL LEAVES CONT

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.

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 FOURTEEN

PROGRESSIVE DISCIPLINE PROCEDURES

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 FOURTEEN 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 FIFTEEN

TERMINATION OF EMPLOYMENT

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 employee's 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 FIFTEEN CONT

TERMINATION OF EMPLOYMENT CONT

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 SIXTEEN

ANTIBULLYING-HARASSMENT POLICY (BOARD POLICY 104)

Harassment and bullying of students and employees are against federal, state and local policy, and are not tolerated by the board. The board is committed to providing all students with a safe and civil school environment in which all members of the school community are treated with dignity and respect. To that end, the board has in place policies, procedures, and practices that are designed to reduce and eliminate bullying and harassment as well as processes and procedures to deal with incidents of bullying and harassment. Bullying and harassment of students by students, school employees, and volunteers who have direct contact with students will not be tolerated in the school or school district.

The District is committed to providing a work environment free of discrimination and harassment. It is the District's policy that all employees have a right to work in an environment free of discrimination and harassment based on sex, age, race, national origin, religion, disability, genetic information, sexual orientation, marital status, or any other basis protected by federal, state, or local law. The District prohibits harassment of its employees in any form – by supervisors, co-workers, clients, or suppliers.

If you feel you have been discriminated against or harassed in any way, it is generally best to tell that person that you find such behavior offensive, that such behavior is against company policy, and that you want him or her to immediately stop. However, if you are uncomfortable taking this action, or if the conduct does not stop after you have warned the offending person, you should immediately contact your supervisor. If you feel you cannot seek help from your supervisor, then you should contact the District's EEOC Coordinator for assistance. Every complaint will be investigated as promptly, thoroughly, and impartially as possible. We will protect the confidentiality of complaints to the fullest extent possible. If the investigation determines that discrimination or harassment has occurred, the District will take immediate and appropriate action. The District prohibits retaliation against any employee for complaining about discrimination or harassment. If you feel you have been retaliated against, follow the complaint procedure above. The District will ensure that the District's supervisors take positive steps to comply with this policy. They are required to be aware of potential discrimination situations, quickly resolve any discrimination issues that arise, and are prohibited from retaliating against or harassing any employee involved in the filing, investigation, or resolution of a discrimination claim. Supervisors and all other employees are required to cooperate fully with the investigation and resolution of all discrimination and harassment complaints.

The complaining party has the option to be interviewed and counseled by a person of the same sex if he or she so requests.

As a statement of clarification, sexual harassment does not include personal compliments welcomed by the recipient or social interaction or relationships freely entered into by employees. Appropriate remedial or disciplinary action will be taken concerning any person engaging in sexual harassment or discrimination.

Please refer to the Board Policy 104, 104a, 104b for procedures on complaints surround Bullying or Harassment.

SECTION SEVENTEEN

DISABILITY ACCOMMODATION

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 EIGHTEEN

TOBACCO AND SUBSTANCE ABUSE POLICY (BOARD POLICY 1006 & 405)

Tobacco-free environment (Board Policy 1006)

The Board of Directors recognizes its responsibility to provide a healthy, safe and productive environment in which to work and learn. The use of tobacco and nicotine products; including, but not limited to, cigarettes, nicotine chew, snuffs, 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; on district property; including in district buildings, on district grounds, in district transportation vehicles, or at any district activity; is prohibited.

This policy extends to all students, employees, volunteers and visitors. This policy applies to all times, including during school-sponsored events and during non-school-sponsored events.

Persons violating this policy shall be asked to cease using the tobacco and/or nicotine products, properly dispose of the tobacco and/or nicotine product and refrain from using tobacco and/or nicotine products in the future. Persons failing to abide by this request shall be required to leave the district premises immediately.

It shall be the responsibility of all district personnel, and specifically district administrators, to enforce this policy.

Substance-free workplace (Board Policy 405)

The Board of Directors expects the school district and its employees to remain substance free. In the workplace no employee shall unlawfully manufacture, distribute, dispense, possess, use, or be under the influence of in the workplace any narcotic drug, hallucinogenic drug, amphetamine, barbituate, marijuana or any other controlled substance or alcoholic beverage as defined by federal or state law. This prohibition includes prescription drugs when the employee's use is not authorized.

"Under the influence of . . ." includes conduct by the employee and/or any physical appearance of the employee that leads a school official to believe the employee has used a prohibited substance, which may also include having the odor of alcohol on the person's breath.

"Workplace" includes school district facilities, school district premises or school district vehicles whether owned, rented, leased or otherwise acquired for school district use. "Workplace" also includes non-school property if the employee is at any school-sponsored, school-approved or school-related activity, event or function where students are under the control of the school district or where the employee is engaged in school business.

If an employee is convicted of a violation of any criminal drug offense committed in the workplace, the employee shall notify the employee's supervisor of the conviction within five (5) days of the conviction.

SECTION EIGHTEEN

TOBACCO AND SUBSTANCE ABUSE POLICY CONT (BOARD POLICY 1006 & 405)

If an employee is found to have violated this policy, the superintendent will make the determination whether to require the employee to undergo a Board-approved substance abuse treatment program or to discipline the employee up to and including termination. If the employee is required to enter a treatment program and fails to successfully participate in such a program, the employee shall be subject to discipline up to and including termination.

The superintendent or designee shall be responsible for publication and dissemination of this policy to each employee. In addition, the superintendent or designee shall oversee the establishment of a substance-free awareness program to educate employees about the dangers of substance abuse and notify them of available substance abuse treatment programs.

It is the responsibility of the superintendent to develop administrative regulations to implement this policy.

SECTION NINETEEN

SAFETY POLICY (BOARD POLICY 704)

All employees are expected to comply with all safety procedures. The District will seek to place applicants and 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.

Safety Policy (Board Policy 704)

Every effort will be made to provide a safe and healthy working and learning environment for all employees and students of the Lewis Central Community School District. Employee and student safety and well-being will be one of the district's primary concerns.

It shall be the policy of the Lewis Central Community School District to adhere to all local, state and federal laws and recommendations that pertain to the safety of the district's operations and for the protection of its' employees and students.

To insure that the Lewis Central Community School District Safety Policy Statements are achieved, a formal safety program will be established.

It is the position of the Lewis Central Community School District that safety and a commitment to the safety program is the responsibility of every employee and student. Each employee and student must be dedicated to the idea that accidents can be prevented and that the intentions of the safety program are sound and necessary for the attainment of this objective and that it is the duty of every employee and student to exercise care to avoid injury to themselves and/or to others.

SECTION TWENTY

EQUAL EMPLOYMENT OPPORTUNITY POLICY

The District is committed to providing equal opportunity in employment for all people without regard to race, color, religion, pregnancy, sex, national origin, age, sexual orientation, physical or mental disability, veteran's status, uniformed service, or other protected characteristic. Hiring, compensating, training, promoting, and providing equal opportunities to applicants and employees enhance the effectiveness, economic progress, and growth of the District and its employees. The District is pledged to develop and support an environment of affirmative action, including affirmative action recruitment of candidates for positions at all levels. This policy applies to all employees and applicants for employment. It is our policy to offer equal employment opportunity to all persons without regard to race, color, religion, sex, age, sexual orientation, national origin, status as a veteran, uniformed service, or physical or mental disability. No job applicant is to be discriminated against because of these or any other factor unrelated to business.

SECTION TWENTY-ONE

OPERATIONS - TRANSPORTATION

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.

SECTION TWENTY-ONE

OPERATIONS - TRANSPORTATION

Hours/Wages

- A. Regular Bus Drivers
 - 1. Regular Bus Drivers are guaranteed pay and leaves for a minimum of five (5) hours per work day.
 - 2. Regular Bus Driver Substitutes are guaranteed pay for a minimum of five (5) hour per day.
- 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.
- C. Van Drivers
 - 1. Van Drivers are guaranteed pay and leaves for a minimum of five (5) hours per work day.
 - 2. Van Driver Substitutes are guaranteed pay for a minimum of five (5) hour per day.
- D. Bus Monitors
 - 1. Bus Monitors are guaranteed pay and leaves for a minimum of five (5) hours per work day.
- 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 Director of Operations and based on route times and weather conditions.

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 Coordinator and/or the Director of Operations of any incident involving school property. Failure to do so could result in immediate termination.

SECTION TWENTY-TWO

OPERATIONS – FOOD SERVICE

Uniforms

New employees

- A. Shall be reimbursed for required uniforms only after completing 60 days of employment and proof of purchase of such items.

All Employees

- A. All food service employees are required to wear uniforms, shoes (other than tennis shoes), leg coverings over the entire leg (slacks) and hair restraints and/or any other items as required by law.
- B. The District shall reimburse each food service employee up to \$100.00 per year towards the cost of uniforms.
- C. Employee reimbursement for required uniforms shall be made only upon proof of purchase of such items.
- D. Reimbursements should be submitted to the Food Service office at Titan Hill.

SUBSTANCE-FREE WORKPLACE NOTICE TO EMPLOYEES

EMPLOYEES ARE HEREBY NOTIFIED it is a violation of the Substance-Free Workplace policy for an employee at (on) the workplace to unlawfully manufacture, distribute, dispense, possess, use, or be under the influence of in the workplace any narcotic drug, hallucinogenic drug, amphetamine, barbituate, marijuana or any other controlled substance or alcohol, as defined in Schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation at 21 C.F.R. 1300.11 through 1300.15 and Iowa Code Chapter 204.

"*Workplace*" includes school district facilities, school district premises or school district vehicles whether owned, rented, leased or otherwise acquired for school district use. "*Workplace*" also includes non-school property if the employee is at any school-sponsored, school-approved or school-related activity, event or function where students are under the control of the school district or where the employee is engaged in school business.

EMPLOYEES ARE FURTHER NOTIFIED it is a condition of their continued employment that they comply with the above policy of the school district and will notify their supervisor of their conviction of any criminal drug statute for a violation committed in the workplace, no later than five (5) days after the conviction.

SUBSTANCE-FREE WORKPLACE ACKNOWLEDGMENT FORM

I, _____, have read and understand the Substance-Free Workplace policy. I understand that if I violate the Substance-Free Workplace policy, I may be subject to discipline up to and including termination. I also understand that if I am convicted of a criminal drug offense committed in the workplace, I must report that conviction to my supervisor within five (5) days of the conviction.

Signature of Employee

(Date)

Adopted: 11/7/94
Modified: 03/17/03
Reviewed: 10/17/94; 02/01/99; 03/03/03; 02/21/05; 03/07/11; 02/01/16
Legal Reference: 21 U.S.C.A. 812 (Westlaw 2002)
21 C.F.R. 1300 (Westlaw 2002)
Iowa Code §§ 123, 124, 12A (2001)

WORKER COMPENSATION OFFICE
PHONE: 366-8202

I have received a copy of the “*Instructions for Handling a Work Related Injury*” revised **10/2/2008**, and understand the procedures to follow in the event of a work related injury. I also understand that if I have any questions or concerns regarding these procedures, I can call the Worker Compensation Coordinator for the school district, Julie Williams at 366-8202.

I also understand that after October 2, 2008, if I chose to be treated by any other medical treatment center and/or physician for a work related injury without following the procedures outlined in “*Instructions for Handling a Work Related Injury*” revised 10/2/08. I may not qualify for any worker’s compensation insurance benefits for that incident. I also understand I might be responsible for all medical costs related to the incident for which I received treatment.

(Date)

(Printed Name)

(Employee Signature)

NOTE: Please print, sign, and date then return white sheet to Julie Williams at ERC, acknowledging the changes in providers. Thank you

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.

Employee Name (Printed)

Employee Signature

Date