Confidential Employee Handbook



2025-2026

Table of Contents

POSITIONS AND DEFINITIONS	4
A. Positions Covered by this Agreement:	4
B. Definitions:	5
C. Board Policies	5
D. Handbook Subject to Change	6
SALARY AND COMPENSATION	6
A. Salary Rates:	6
1. Salary Range:	6
2. Substitute Rate:	6
3. Starting Rate on Initial Full Time or Part Time Employment:	6
B. Overtime Work and Compensation:	6
C. Compensation for Attendance Required Workshops:	7
D. Hourly Schedule:	7
E. Time Basis for Payment of Hourly Rates:	7
F. Pay Period:	7
G. Requirements as to Continuity of Service:	7
H. Probation:	7
I. Overtime Work and Compensation:	8
J. Special Events:	8
K. Compensation for Attending Required Workshops and Association Meetings:	9
L. Lunch Periods:	9
M. Rest Periods:	9
N. Notification of Vacancies:	9
JOB EXPECTATIONS AND EVALUATIONS	10
A. Job Expectations:	10
B. Evaluations:	10
GRIEVANCES AND COMPLAINTS	10
WORK YEAR	11
HOLIDAYS	11
A. Paid Holidays	11
B. Working on a Listed Holiday:	12
C. Probationary Employees and Holidays:	12
D. Unexcused Absence Before or After a Holiday:	12
E. Holidays that Fall on a Weekend:	12
F. Minimum Number of Days Worked Before a Holiday:	12
G. Holiday Compensation:	12
LEAVES & ABSENTEEISM	13
VACATION LEAVE	14

SICK LEAVE	15
A. Personal Sick Leave	15
B. Family Sick Leave:	18
OTHER LEAVES	19
A. Adoption Leave & Foster Care Leave:	19
B. Bereavement Leave:	19
C. Jury Duty and Legal Leave:	20
D. Family Medical Leave:	20
E. Personal Leave:	21
F. Religious Leave:	21
G. Work Comp Leave	21
H. District Designated Emergency Leave	22
Special Leaves Board Approval	22
J. Extended Leave of Absence	22
K. Leave Appeal Process	24
L. Employee Attendance Recognition	24
M. Effect of Leaves on Seniority	25
ABSENCE WITHOUT LEAVE	25
Absence Without Leave	25
RECORDS	26
INSURANCE COVERAGE	26
A. Medical/Dental Coverage	26
B. Term Life Insurance	27
C. Disability Income Insurance:	27
D. Continued Insurance in the Event of Total Disability:	27
E. Initial Coverage	27
EARLY SEPARATION PAY	28
A. Eligibility:	28
B. Number of Days:	28
C. Rate of Pay:	28
D. Payment:	28
E. Health Insurance:	29
EFFECTIVE DATES	30

It is the policy of the College Community School District not to discriminate on the basis of race, color, national origin, sex, disability, religion, creed, age (for employment), marital status (for programs), sexual orientation, gender identity and socioeconomic status (for programs) in its educational programs and its employment practices. There is a grievance procedure for processing complaints of discrimination. If you have questions or a grievance related to this policy please contact the Executive Director of Human Resources, 401 76th Ave SW, Cedar Rapids, IA 52404 Contact phone: 319-848-5246

SECTION 1

POSITIONS AND DEFINITIONS

For the Confidential Employees of the College Community School District, it is hereby resolved by the Board of Directors of College Community School District, Linn County, Iowa:

A. Positions Covered by this Agreement:

The positions covered by this Agreement shall all be Administrative Assistant positions. The general areas of responsibility shall be:

- Accounting Assistant
- Accounts Receivable/Payroll
- Accounts Payable
- Administrative Assistant for Curriculum, Instruction, and Assessment
- Administrative Assistant for Human Resources
- Administrative Assistant for Learning Services
- Administrative Assistant for Special Education
- Administrative Assistant for Technology
- Administrative Assistant to the Director of Nutritional Services
- Administrative Assistant for Transportation and for Buildings & Grounds
- Administrative Assistant to the Superintendent
- District Volunteer Coordinator and Administrative Assistant for Communications
- District Registrar and Enrollment Specialist
- Payroll Assistant

B. Definitions:

"An administrator title" such as superintendent or principal, also means that individual's designee unless otherwise stated.

"The District" means the College Community School District.

"Complaint" means only an allegation that there has been a violation, misinterpretation, or misapplication of any of the specific provisions of this handbook.

"Complainant" means the person(s) making the allegation.

"Day" means employees working day.

"Parent" also means "guardian" unless otherwise stated.

"School facilities" includes school district buildings and vehicles.

"School grounds" includes the school district facilities, school district property, property within the jurisdiction of the school district or school district premises, school-owned or school-operated buses or vehicles, and chartered buses.

"Workplace" is defined as the site for the performance of work done in the capacity as an employee. This includes school district facilities, other school premises or school district vehicles. Workplace also includes off school property if the employee is at any school-sponsored, school-approved or school-related activity, event or function, such as field trips or athletic events where students are under the control of the school district or where the employee is engaged in school business.

C. Board Policies

Board policies are established for the success, safety, and protection of all school employees in the performance of their job duties. Board policies are available at:

https://www.crprairie.org/district/board-of-education/policies/.

Employees are expected to know existing board policies and know to refer to the policies when necessary.

If you have questions about board policies, please contact Andrea Eustice, Board Recording Secretary, at (319) 848-4228.

D. Handbook Subject to Change

Although every effort will be made to update the handbook on a timely basis, the district reserves the right, and has sole discretion, to change any policies, procedures, benefits, and terms of employment without notice, consultation, or publication, except as may be required by contractual agreements and law. The district reserves the right, and has sole discretion, to modify or change any portion of this handbook at any time. Updates to the handbook, will be added as an agenda item for the Board of Directors approval prior to the updates being made to the handbook.

SECTION II

SALARY AND COMPENSATION

A. Salary Rates:

1. Salary Range:

Employees covered by this agreement will be paid in a range from \$24.54 an hour to \$29.00 an hour, with placement to be by administrative recommendation, subject to the complaint procedure.

Accounts Supervisor-Business Office Coordinator, Payroll/Benefits Specialist, and the HR Generalist & Recruiter may be paid a salary dependent upon their training and duties assigned.

2. Substitute Rate:

The substitute rate for positions covered by this agreement will be \$17.00 an hour.

3. Starting Rate on Initial Full Time or Part Time Employment:

Original appointment to any position will be made within the salary range stated above. Experience and other qualifications will be considered when making the placement. All new employees must remain on probation for a minimum of 60 calendar days. The administrator in charge may extend the probation time up to an additional 60 days.

B. Overtime Work and Compensation:

In emergencies, a department head or supervisor may prescribe a reasonable period of overtime work to meet operational needs. Completed records of overtime shall be maintained by the supervisor.

Employees shall be compensated for authorized overtime work by payment at time and one- half. Overtime, for the purposes of this Resolution, shall be defined as all hours worked in excess of forty (40) hours in any week during the period Monday through Sunday. For purposes of describing "hours worked" in this section.

C. Compensation for Attendance Required Workshops:

Employees required to attend workshops shall be compensated at regular wage rate for the time spent in attendance at said workshops. Employees shall be encouraged to attend at least one state or local meeting or workshop, related to their work, each year.

D. Hourly Schedule:

Employees within the Confidential work group shall be paid the hourly rate prescribed, whether it be the normal full-time working hours or less only including authorized paid leaves. Time clock punches in and punches out are rounded to the nearest quarter hour.

E. Time Basis for Payment of Hourly Rates:

Employees shall be paid the hourly rate prescribed herein for their respective classes of positions, whether it be the normal full-time working hours or less only including authorized paid leaves. Time clock punches in and punches out are rounded to the nearest quarter hour.

F. Pay Period:

Employees covered by this handbook will be paid twice a month by direct deposit, if possible, to the financial institution of the employees' choice.

G. Requirements as to Continuity of Service:

Service in other jobs in the school district, outside of the outlined workgroups identified in this handbook, will not be countable towards longevity service.

H. Probation:

All new employees shall be on probation for sixty (60) calendar days from the date of hiring.

All new employees on probation shall not be eligible for a transfer until the probationary period is completed unless the transfer is directed by the District.

New and probationary confidential employees are formally evaluated at least twice a year by the 30th and 60th day of employment.

If at any time during the probationary period, it is determined by the employer that the employee is incapable of successfully performing the job, he/she shall be

immediately terminated. Any employee retained by the employer, after completion of the probationary period, shall automatically obtain regular employee status and shall have seniority retroactive to the date of hire by the employer.

I. Overtime Work and Compensation:

Overtime for the purpose of this paragraph shall be defined as all hours **worked** in excess of forty (40) hours in any week. For pay purposes the work week of the employer runs midnight Sunday of one (1) week to midnight Sunday of the next week. In emergencies, the employer may prescribe reasonable periods of overtime work to meet operational needs.

- Employees on hourly rates shall be compensated for authorized overtime work by payment at time and one-half (1 1/2).
- Work on a Sunday will be paid at two times the hourly rate.
- If the employer assigns an employee to perform work beyond their regular work week in any other classification within the classified staff work group the employee shall receive a rate of pay at time and one-half (1 1/2) for performing this work, and the employee has worked 40 hours prior to the hours beyond their regular work week. Time taken for leave does not count toward overtime.
- If an employee works overtime of one (1) hour or more in a day, he/she shall not have any other work day hours reduced, with the exception of an extended work week for a district event (extended work week is when an employee is assigned to work a non-contracted event in exchange for a regularly scheduled day), to avoid the payment of overtime.

J. Special Events:

When an employee is required to perform routine work related to special events (Those events that are contracted with an outside entity and not a routine, rescheduled, regular school event, or State sanctioned event as determined by the District), they shall be paid at one and one-half (1 1/2) times their rate of pay if over 40 hours for the week:

- In making these assignments, they will be rotated in order of seniority within their regularly assigned area on an equal basis in amount of hours.
- If the extra duty assignment is incomplete, the assignment shall be in order of seniority within their regularly assigned area, based upon qualifications, ability, experience and training;

- However, if no employee accepts the overtime, the least senior employee in the regularly assigned area shall be required to perform the work for the special event.
- Acceptance or the assignment of a special event requires the employee to be working and available during the event.

K. Compensation for Attending Required Workshops and Association Meetings:

Employees required to attend workshops or association meetings with the District shall be compensated at regular wage rate for the time spent in attendance at said workshop or association meeting and travel time, with the limitation that said time shall be paid for the required and approved portions of the workshop or association meeting with the District as approved by the Supervisor.

L. Lunch Periods:

Each employee shall be granted an unpaid lunch period of thirty (30) minutes during their shift for a lunch period. The time of such a lunch period may vary from day to day. The 30 minute unpaid lunch will occur once an employee has worked 6 hours. Those who work less than 6 hours will not have 30 minutes for unpaid lunch.

M. Rest Periods:

Whenever it is possible, each full time employee may take a fifteen (15) minute rest period the first half of their shift and a second such rest period the second half of their shift. The time of such rest periods shall vary from shift to shift upon mutual agreement of the employee and their supervisor.

N. Notification of Vacancies:

A vacancy shall be considered that position which remains open and unfilled after the school district exercises all its rights of promotion, reassignment or transfer.

Notice of position openings shall be posted in all buildings for all vacancies as they occur. It is the intention of the school district to give first consideration to present employees for all vacancies for which they are qualified.

Notice of position openings shall be posted at least five (5) days. Screening, interviews and the hiring of a candidate will not occur prior to day five (5) of the posting of the position.

SECTION III

JOB EXPECTATIONS AND EVALUATIONS

A. Job Expectations:

All employees are expected to be aware and to follow the procedures detailed in the Job Descriptions for their respective assigned area.

B. Evaluations:

All employees will be annually evaluated with regard to their ability, performance to job expectations and other appropriate criteria.

SECTION IV

GRIEVANCES AND COMPLAINTS

Any employee who has reason to feel that they have not received proper, due and fair treatment shall follow the procedures developed in <u>Board Policy 401.07</u> to resolve the problem.

SECTION V

WORK YEAR

All employees in this group shall be considered twelve (12) month employees. These employee's normal work year shall be considered to consist of 260 days, including vacations, holidays, and approved leaves of absence. For the purpose of determining a daily rate, the hourly salary shall be multiplied by eight (8) hours.

SECTION VI

HOLIDAYS

A. Paid Holidays

The following paid holidays shall be recognized:

New Years Eve Labor Day

New Years Day Thanksgiving Day

Good Friday Friday after Thanksgiving Memorial Day Day before Christmas

Fourth of July Christmas Day

Martin Luther King Day

Employees required to work on a holiday as listed shall be paid double time. When a holiday listed in this section falls on Saturday or Sunday, an additional day of vacation shall be granted in lieu of said holiday, unless, the Board designates the Friday preceding or the Monday following as the recognized paid holiday.

B. Working on a Listed Holiday:

When an employee is scheduled to work or is called in to work on a listed holiday, the employee shall be paid straight time for the hours actually worked, in addition to the holiday pay.

C. Probationary Employees and Holidays:

Employees who are serving a probationary period are entitled to holiday pay for holidays falling within such probationary period.

D. Unexcused Absence Before or After a Holiday:

Any employee shall forfeit their right to payment for any holiday if he/she has an unexcused absence on the last regular work day preceding such holiday or on the next regular work day following the holiday.

E. Holidays that Fall on a Weekend:

When a holiday listed in this section falls on Saturday or Sunday, an additional day of vacation shall be granted in lieu of said holiday, unless the employer designates the Friday preceding or the Monday following as the recognized holiday.

F. Minimum Number of Days Worked Before a Holiday:

A minimum number of days worked <u>is **not**</u> required in order to receive paid holidays.

G. Holiday Compensation:

Employees will be paid their regular compensation for one (1) day's work at straight time for a holiday occurring or observed on a day, Monday through Friday inclusive, when they are not scheduled to work.

SECTION VI

LEAVES & ABSENTEEISM

We value every staff member's effort to maintain a strong attendance pattern. In order to accomplish the goals and mission of the district, daily attendance by all employees is imperative. Employees are encouraged to limit absenteeism to emergencies and appropriate instances that cannot be scheduled outside of a workday. Our students benefit from the consistency, continuity, and relationships you offer when you are present.

In the event that staff members are unable to report to work due to illness or some other emergency, staff members are to enter their absence in the Frontline
Absence System.

All staff members are required to enter absences in the *Frontline Absence System* for all absences as soon as they know that they will not be able to report to work.

Misuse of leave procedures or misrepresentation of reasons for leave may lead to discipline, up to and including termination.

Failure to report promptly at the starting time or leaving before the scheduled quitting time or failure to timely notify the proper supervisor of impending absence or tardiness, prior to designated starting time, is considered just cause for disciplinary actions up to and including termination, even if the employee has not yet exhausted available paid leave.

SECTION VII

VACATION LEAVE

All 12 month regular full-time or regular part-time employees shall be entitled to vacation time with pay at their established rate, under the following schedule, with one (1) day vacation being equal to the same as the employee's normal work day:

Length of Service Completed on June 1st	Number of Da	ys
Less than 6 months	5	Days
6 months service	7	Days
12 months service	10	Days
18 months service	13	Days
2 years' service	14	Days
5 years' service	15	Days
7 years' service	16	Days
10 years' service	18	Days
12 years' service	19	Days
14 years' service	20	Days
15 years' service	21	Days

Employees hired <u>between July 1st and December 31st</u> shall receive 3 vacation days upon the successful completion of the probationary period.

For the purpose of determining length of service and awarding vacation days on June 1st,

- Employees starting original contracted service before January 1st will be considered to have completed six (6) months service by June 1st.
- Employees starting contracted service before October 1st will be considered to have completed twelve (12) months service on June 1st.

Absence on account of sickness, injury or disability in excess of that provided in sick leave provisions, may, at the request of the employee and within the discretion of the Superintendent of Schools, be charged against vacation leave allowance. Accumulation of vacation leave with pay shall not exceed thirty (30) days.

Employees must use 1/2 of their allotted vacation days within the year awarded. The employee's supervisor shall approve all vacation leave. Vacations may be used any time during the school year with the appropriate administrator's approval, and approval shall not be withheld without good reason.

If an employee has been continuously employed for a period of more than twelve (12) months, payment for vacation days earned will be paid on a pro rata basis upon layoff, retirement, resignation or dismissal, if an employee gives five (5) days' notice in case of resignation or retirement. In the event of the death of an employee, payment will be made on a pro rata basis to the surviving spouse or to the estate of the employee.

SECTION VIII

SICK LEAVE

A. Personal Sick Leave

a) Sick leave under this section applies to an employee's personal injury or illness that is of such a nature that the employee cannot perform the duties of their position. Use of sick leave for any other purpose is subject to disciplinary action up to and including discharge.

If a day of personal illness is taken for medical related appointments by:

- Ten (10) month employees, the day of personal illness shall be limited to **non-routine medical appointments only.**
- Twelve (12) month employees shall be permitted to utilize sick leave for routine preventative appointments.

Definitions of Non-Routine and Routine Medical Appointments:

1. **Non-routine medical appointments** (all employees) include appointments for a current medical condition, the renewal of medications for a current medical condition, follow-up appointments

for a medical condition, or an appointment for a new medical condition.

2. A **routine medical examination** (12 month employees only) also known as a well-visit or physical checkup, is a preventative healthcare measure that aims to maintain overall health and detect potential medical issues early on. This includes, but is not limited to routine check-ups & physicals, routine eye exams, and routine dental appointments.

Leave periods beyond three (3) work days, medical certification shall be required.

- b) Employees will be awarded **18 days** of sick leave annually on July 1st.
- Accrual of sick leave shall be limited to one hundred and twenty (120) days, as of June 1, 1981, shall not be reduced to a maximum of one hundred and twenty (120) days, except through normal attrition. This attrition shall occur only after the employee has used the one and one-half (1-1/2) days (or portion thereof) are not used. These days shall not be carried forward to add to the accumulated total if it makes it more than one hundred and twenty (120) days.
- d) When an employee qualifies for long term disability insurance benefits, then that employee, upon returning to active employment, shall be granted, on the first day of employment, the number of sick leave days the employee had available on the date of the disability, not to exceed one hundred and twenty (120) days.
- e) Employees absent from work on legal holidays, during sick leave, or on vacation, or absent for disability arising from injuries sustained in the course of their employment or for authorized leaves of absence with pay, shall continue to accumulate sick leave at the regularly prescribed rate during such absence as though they were present for duty.
- f) Absence for a fraction (or part of a day) is chargeable to sick leave in accordance with these provisions shall be charged proportionately in an amount no smaller than one half (1/2) day.
- g) The above specified sick leave entitlements shall apply only to consecutive years of employment in the school district. Sick leave entitlements may accumulate from year to year to a maximum of 120 days.
- h) Employees with an accumulation of more than 120 days shall not be reduced to a maximum of 120 days except through normal attrition. This attrition shall occur only after the employee has used the 18 days they receive each year. If these 18 days are not used, they shall not be carried forward to add to the accumulated total if it makes it more than 120 days

- i) Probationary employees shall receive sick leave credit in the same manner as regular employees.
- j) An employee, eligible for sick leave, with pay, may use such sick leave upon approval of the Superintendent, or designee, for absence due to illness, minor injury, exposure to contagious disease (if directed by a physician to remain away from work), or due to major illness.
- k) Upon the birth of an employee's child, the non-birthing parent may use up to 5 days of employees sick leave to assist in the care of the newborn child. This time is to be taken within the first 30 days of the birth of the newborn child.
- Sick leave <u>shall not</u> be granted for employee elective and/or cosmetic surgery unless determined medically necessary by the employee's physician, or for such illnesses which reasonable evidence cannot be shown.
- m) An employee requesting sick leave shall inform the Superintendent, or designated supervisor, on duty at the place of employment, of the fact and the reason therefore, no less than two (2) hours before the employee's starting time, and failure to do so may be cause for denial of pay for the period of absence. If less than two (2) hours, employees are to contact their direct supervisor in regard to their absence.
- n) The Superintendent, or designee, may require a doctor's certificate before approving sick leave with pay.
- o) Sick leave may not be utilized on weather related days of school closure when 12 month employees are to report to work unless the employee obtains direct approval from their immediate supervisor via a direct phone call and conversation to confirm the illness. If absent on a weather related day of school closure, 12 month employees may also utilize vacation days or unpaid leave.
- Sick leave may not be utilized the day before holidays or extended breaks. If sick the day before a holiday or an extended break, the employee will need to obtain direct approval from their immediate supervisor via a direct phone call and conversation.
- q) Before payment is made for leave periods beyond three (3) consecutive days of work, medical certification shall be required.
- r) Sick leave under this section applies to an employee's personal injury or illness that is of such a nature that the employee cannot perform the duties of their position. Personal sick leave shall be allowed for routine preventative appointments by 12 month employees. Use of sick leave for

- any other purpose is subject to disciplinary action up to and including discharge.
- s) Absences for part of a day that are chargeable to sick leave in accordance with these provisions shall be charged in an amount of half of the employee's day.
- t) Any regular employee transferred from one department to another department in the school district shall have sick leave credits transferred without loss to the employee.
- u) An employee who is unable to work because he/she was injured while employed by another employer, or during contract work for pay on non-school district work, shall not be entitled to these sick leave payments if he/she is receiving Workers Compensation payments because of such injury.
- v) On separation from the school district service, all sick leave credits shall be canceled and may not be reinstated or paid for.
- w) For persons on lay off for budgetary reasons, and who are recalled, previously accumulated unused sick leave will be reinstated.

B. Family Sick Leave:

- 1. Employees shall be entitled to five (5) days leave annually, non-accumulative for illness in the family. Illness in the family leave shall be construed to mean leave necessitated by illness of a member of the employee's immediate family. Immediate family shall be construed to mean spouse, common law spouse, or domestic partner, foster children who are in the direct care and reside in the home of the employee who has been designated as a legal guardian, and other relatives whose permanent address is in the same household, as the employee. Family sick leave may also be used for an employee's child and parent regardless of residence.
- 2. The above specified illness in family entitlements shall apply only to consecutive years of employment in the school district. Employees may rollover a maximum of three (3) Illness in family days to the next consecutive school year for a maximum of eight (8) illness in family days if in their second year of employment or more with the District.
- 3. If a day of Family Illness is taken for medical related appointments by twelve (12) month employees, they shall be permitted to utilize the day of family illness for routine preventative appointments.

Definitions of Non-Routine and Routine Medical Appointments:

- Non-routine medical appointments (all employees) include appointments for a current medical condition, the renewal of medications for a current medical condition, follow-up appointments for a medical condition, or an appointment for a new medical condition.
- 2. A **routine medical examination** (12 month employees only) also known as a well-visit or physical checkup, is a preventative healthcare measure that aims to maintain overall health and detect potential medical issues early on. This includes, but is not limited to routine check-ups & physicals, routine eye exams, and routine dental appointments.
- 4. In the event that a child is born to an employee's spouse, common law spouse, or domestic partner, "illness in family" days, if available, may be used for care associated with the delivery.
- 5. In the event that an employee's spouse or minor child is hospitalized and the employee has exhausted all five (5) illness in family days and all available personal leave days, up to three (3) additional days of illness in family leave may be granted by the Superintendent or designee for the employee to be with their spouse or minor child during the hospitalization, for follow-up appointments directly related to the hospitalization which are scheduled within the same fiscal year, or for direct care of the spouse or minor child related to the hospitalization.
- 6. This leave shall be subject to the approval of the employee's supervisor.
- 7. Leave periods beyond three (3) work days, medical certification shall be required.

SECTION IX

OTHER LEAVES

A. Adoption Leave & Foster Care Leave:

In case of adoption of a child or foster placement of a child, an employee shall be granted up to three (3) days of leave with pay, for the necessary legal work involved. Legal documentation will be required.

B. Bereavement Leave:

Bereavement leave shall be used to attend the funeral and other related purposes only.

- 1. Up to-ten (10) days of leave shall be granted in the event of death of the employee's child, spouse or legal domestic partner.
- 2. Up to five (5) days of leave shall be granted in the event of death of the employee's grandchild and parent.
- 3. Up to four (4) days of leave shall be granted in the event of death of each of the following: father-in-law, mother-in-law, brother, sister, and any other member of the employee's immediate household.
- 4. Employees shall be granted up to two (2) days per contract year to attend funerals in the event of a death of a friend or relative outside the employee's immediate family as defined above.
- 5. In the event of the death of a **grandparent**, and the employee will exceed the allowable two (2) days per contract year, one (1) day shall be added to the maximum days allowable.
 - a. Documentation of the death and/or services is to be presented with the request for the additional one (1) day of bereavement due to the death of a grandparent.

C. Jury Duty and Legal Leave:

The employer shall pay all employees serving on any jury the difference in salary between jury pay and their regular salary while in such service. <u>Any fees or remuneration the employee receives during such leave shall be turned over to the College Community School District.</u>

If an employee is discharged from the jury before the work day ends, he/she must report immediately to the employer for work. This shall be construed to mean pay for the regular working hours of the employee selected for such jury duty.

Employees who work the 2nd shift & the late 2nd shift shall be transferred to the day shift for pay purposes for the tour of jury duty.

In cases involving a criminal act by the employee or a civil case initiated by the employee or a case where the employee is testifying against the school district, authorized leave with pay for services on a jury or attending court <u>will not</u> be reimbursed.

D. Family Medical Leave:

Unpaid family and medical leave will be granted up to 12 weeks (or up to 26 weeks of military caregiver leave to care for a covered service member with a serious injury or illness) per year to assist eligible employees in balancing family and work life.

Requests for family and medical leave will be made to the superintendent or their designee.

Employees eligible for family and medical leave must comply with the applicable administrative rules and the district's family and medical leave policy prior to starting family and medical leave.

For additional information regarding the Family and Medical Leave Act (FMLA) please contact Jeri Moritz, Executive Director of Human Resources, or visit the "Family and Medical Leave Act" section of the United States Department of Labor's website, at: https://www.dol.gov/agencies/whd/fmla.

E. Personal Leave:

Each employee shall be credited with two (2) Personal Days which may be used at the discretion of the employee. An employee planning to use a Personal Day shall notify the employee's supervisor at least one (1) day in advance, except in cases of emergency. In an emergency situation, the employee shall notify the supervisor as early as possible. Unused Personal Days will be added to the vacation accumulation.

F. Religious Leave:

Any employee whose commonly recognized religious affiliation requires the observance of holidays other than those scheduled in the school calendar shall be excused by making his/her needs known to the building principal at least ten (10) days prior to the requested holiday. Leave shall be granted on one of the following basis:

- 1. Unpaid, without loss of seniority
- 2. Paid, by use of a day of personal leave.

G. Work Comp Leave

- 1. The Board may pay the employee the difference between the employee's net salary and the salary replacement benefit received under Workers Compensation Insurance during the period of receipt of such benefits, and all fringe benefits shall continue to remain in effect. This may be taken from the employee's sick leave only with permission of the employee. The employee will be notified by the Payroll and Benefits Specialist or designee of this option.
- 2. If the option is not chosen, the employee will receive only the worker's compensation payment. Leave entitlement as provided in Article XII shall be reduced one (1) day for each day of absence if the employee elects the option of taking the pay difference. When said leave entitlement is

exhausted, the Board shall make no further salary replacement contributions to the employee, and all fringe benefits shall be discontinued.

H. District Designated Emergency Leave

Twelve (12) month staff will have one (1) day paid emergency leave designated by the superintendent for district wide shutdown.

I. Special Leaves -- Board Approval

The Board of Directors may authorize special leaves of absence for any period or periods **not to exceed three (3) calendar months in any one fiscal year** for the following purposes:

- 1. With or without pay, for attendance at a college, university, or business school, for the purpose of training in subjects relating to the work of the employee and which will benefit the employee and the school district;
- 2. Without pay, for urgent personal business requiring employee's attention for an extended period as settling estates or liquidating a business;
- 3. And with or without pay, for purposes other than the above that are deemed beneficial to the school district service.

In addition to all leave authorized in this section of the Confidential Handbook, the Superintendent may authorize an employee to be absent without pay for personal reasons for a period or periods <u>not to exceed ten (10) working days in any one (1) school fiscal year.</u>

This leave may be renewed at the discretion of the Board.

J. Extended Leave of Absence

Application Process and Criteria

Employees who are not eligible for leave under the Family Medical Leave Act (FMLA) or who have exhausted their FMLA entitlement may request an extended medical or disability leave. Such leave may be granted as unpaid leave or, when applicable, as a reasonable accommodation under the Americans with Disabilities Act (ADA).

An employee requesting extended medical/disability leave must have been employed by the District for at least six (6) months, unless the leave is requested as a reasonable accommodation under the ADA, in which case the District will evaluate the request on an individualized basis regardless of length of service. Employees must provide a written request to the Executive Director of Human Resources. This form can be found on *Frontline Central*.

Employees who have not been released to work by a physician and have provided the proper application and documentation to the Executive Director of Human Resources, shall be placed on extended medical/disability leave upon approval of the Board of Directors.

Duration and Benefits

The period of extended medical/disability leave shall conclude after a period of three (3) months or when the employee returns to active employment, or whichever date occurs first. However, longer leave may be considered on a case-by-case basis if required as a reasonable accommodation under the ADA and does not impose an undue hardship on the District.

The District will not attempt to permanently fill the position that was occupied by the employee prior to his/her extended medical/disability leave until such leave, unless the needs of the District require the position to be filled before the expiration of three (3) months.

Return to Work from an Extended Leave of Absence

Upon full medical release to return to work, employees will be reinstated to equivalent or like positions for which they are licensed and qualified consistent with the FMLA and the ADA. Any employee who returns to work following an extended medical/disability leave must adequately perform the essential duties and responsibilities of his/her position, with or without reasonable accommodations, for three (3) consecutive calendar months. The District will assess the employee's ability to work on an individualized basis and may request medical documentation as needed to support continued work or additional leave.

Any employee who returns to work following an extended medical/disability leave but works less than three (3) consecutive months before becoming unable to perform the essential duties of the assigned job due to the same or a related medical condition, shall continue the medical leave that remained prior to the employee's return to work. Any request for additional leave will be considered on a case-by-case basis in accordance with applicable law.

The Board may, at its expense, require any employee attempting to return to active employment following extended medical/disability leave to submit to further medical examination and evaluation to determine the employee's ability to return to active employment and perform the essential duties of his or her position with or without reasonable accommodations.

Conclusion of an Extended Leave of Absence

If any employee obtains other employment while on extended medical/disability his/her disability leave shall automatically terminate with no additional District

insurance benefits to be provided beyond COBRA continuation of coverage paid for by the employee.

If the employee is unable to return to active employment after three (3) calendar months, then the employee's extended medical/disability leave—shall be reviewed to determine if further accommodations or an extension are necessary, in accordance with the FMLA and the ADA. At the conclusion of three (3) months, the District will hold a collaborative conference with each individual employee to determine if continued employment is possible. Employees who may not return to work, but have sick leave available, will be allowed to remain an inactive employee and use their remaining sick leave until the completion of the employee's contract or fiscal year, in which the extended leave was applied or the exhaustion of the paid sick leave, whichever occurs first.

Conditions of an Extended Leave of Absence

Unless expressly provided to the contrary, all extended medical/disability leaves shall be without pay. Any employee who does not report for work at the termination of an authorized leave of absence, without a request for an extension or other communication, shall be considered to have voluntarily separated from employment.

K. Leave Appeal Process

Employee's paid leave requests are approved by either one's building principal or immediate supervisor and reviewed by the Payroll Office. Leave is granted or denied based on the current staffing level and needs of the building. If an employee is denied leave, employees may discuss with his or her immediate supervisor to first resolve.

If this goes unresolved, the employee may contact Human Resources. Human resources will review, and follow the policy or restricted dates established by each employee Working Agreement, Handbook, and the District Calendar. More information regarding the different employee calendars can be found within the District Wide Handbooks and/or Working Agreement.

L. Employee Attendance Recognition

Eligible employees who have been employed for the full academic school year and who do not use any leave (paid and unpaid leave) during the school year will receive the amount of \$100 (prorated for part-time) with their June 30th paycheck.

Employees will not be disqualified by reason of use of jury, legal, or professional development leave that is district or building directed.

Employees who are not working due to public office leave, sabbatical leave, or extended leave <u>are not eligible</u>.

This does not apply during times of extended closure.

M. Effect of Leaves on Seniority

Approved leaves of absence, with or without pay, shall not affect seniority.

Maternity leave shall be treated as any other illness or disability.

SECTION X

ABSENCE WITHOUT LEAVE

Absence Without Leave

An employee who is absent from duty shall report the reason to their supervisor prior to the date of absence when possible, and in no case later than one (1) hour before the commencement of a working day. All unauthorized and unreported absences shall be considered absence without leave and deduction of pay shall be made for the period of absence.

Three (3) consecutive work days of absence without leave may be construed as representing resignation from employment in the school district.

SECTION XI

RECORDS

Attendance and leave records for all employees shall be maintained on a current basis in the school district business office and shall be available for inspection by the employee.

SECTION XII

INSURANCE COVERAGE

A. Medical/Dental Coverage

The district shall provide single/medical coverage for each employee. The medical plan provided will be determined each year by the employer. The employee may purchase additional insurance above the district provided plan. Employees with spouses that are employed by the district may apply the amount of the single medical/dental coverage to the two person or family coverage. Eligible employees that choose to not be covered through the district's/MIIP group plan will receive \$125.00 per month in lieu of insurance. Those employees declining coverage must meet the following conditions:

- 1. Proof must be provided that the employee is covered by a medical plan and a waiver must be signed,
- 2. The number of employees permitted to decline coverage will be limited to 25% of the eligible employees district wide.

If more than 25% desire to decline coverage, district wide seniority will determine those eligible to decline coverage. Those employees above the 25% will be placed on a waiting list and will have the first option of not taking coverage in the following year. Anyone declining coverage in the current year can only return to coverage upon the occurrence of a HIPAA Qualifying Event.

Employees may pay premiums above the district provided amounts with regular payroll deductions or with salary reduction dollars in accordance with IRS regulations. They may also pay additional medical expenses and establish a dependent care spending account with salary reduction dollars in accordance with IRS regulations.

All insurance benefits shall be subject to the regulations and insurance policy terms of the carrier providing such insurance and to regulations of the Internal Revenue Service.

B. Term Life Insurance

The district shall provide each employee with a \$20,000 term life insurance policy including a \$20,000 accidental death and dismemberment policy. Additional term life insurance in increments of \$10,000 to a maximum of \$50,000; Employees may pay the premiums/costs with regular payroll deductions or with salary reduction dollars in accordance with IRS regulations. All insurance benefits shall be subject to the regulations and insurance policy terms of the insurance company providing such insurance and to regulations of the Internal Revenue Service. Employees may purchase additional term insurance above \$50,000 in increments of \$10,000 to a maximum of \$120,000. This additional insurance is subject to underwriting and is payable under payroll education. Employees cannot pay for amounts above \$50,000 with pre-tax dollars.

C. Disability Income Insurance:

The Board of Directors shall purchase at school district expense a disability income protection policy under the provisions of current Board policy. All insurance benefits shall be subject to the rules, regulations and insurance policy terms of the company providing such insurance.

D. Continued Insurance in the Event of Total Disability:

If, in the opinion of the Board, an employee becomes totally disabled necessitating his/her absence from work, the Board will continue insurance payments set forth in this section of the agreement until the earlier of:

- 1. Three calendar months following the date of total disability, or
- 2. The earliest date on which the employee is able to convert the policy or policies to personal policies; or
- 3. The date on which the insurance policy provides mandatory cancellation due to the employee status.

E. Initial Coverage

Eligible employees, new to the district, will be covered by insurance no later than thirty (30) days after initial employment. All insurance benefits shall be subject to the rules, regulations, and insurance policy terms of the insurance company providing such insurance.

SECTION XIII

EARLY SEPARATION PAY

A. Eligibility:

Employees who have completed at least fifteen (15) years of service with the school district of which at least five (5) of the last five (5) years were within the Confidential group and who are at least fifty-five (55) years of age shall be eligible for early separation pay. If less than five years with the Confidential group upon early separation, the employee will fall under the Classified Early Separation policy.

Employees must apply prior to April 1 of the current year in which the separation would be effective. Employees shall retire effective June 30th of the current school year, unless an alternative date is mutually agreed upon by the parties. Employees must show proof that they are scheduled to draw IPERS benefits by June 30th of the year following retirement prior to receiving any benefit from this program.

Early separation pay shall not be granted to any employee who is discharged for cause by the school district

B. Number of Days:

An eligible employee, upon early separation, shall receive as early separation pay, an amount representing Seventy-five (75) days of pay.

C. Rate of Pay:

In applying these provisions, an employee's daily base rate of pay shall be the daily base rate at the time of retirement (Example: 8 hours x hourly rate), as provided in Section XV of this contract.

D. Payment:

The EMPLOYEE'S Early Separation Incentive shall be paid into the DISTRICT'S selected 403B program during July of the year of his/her retirement. In the event of his/her death prior to receipt of this payment, the Early Separation Incentive shall be paid to his/her estate unless he/she has designated a beneficiary in which case it shall be paid to said beneficiary.

NOTE: Because of IRS restrictions concerning the amount of 403 B contributions in a single calendar year, it is possible that only a part of the incentive will be paid in July and the remainder shall be paid during the next calendar year.

E. Health Insurance:

Health Insurance:

Single medical coverage at the HMO CORE plan as offered by the (MIIP) group (excluding dental benefits) will be provided for an Employee who elects to receive benefits under this program until the Employee becomes Medicare Eligible. If the employee chooses a PPO plan, they will pay the difference. The Employee must have been an active participant in the medical insurance program the three years prior to electing the benefit. For Employees who elect to remain in the School District's group health insurance plan, the coverage provided for the retiree will be the minimum level non-high deductible plan which is provided to active Employees through whatever group plan is authorized by the Board during the period of time that insurance benefits are provided.

An Employee who receives benefits pursuant to this program may elect to continue coverage until Medicare Eligibility under the family plan offered by the insurance carrier serving the district. If an Employee elects to continue coverage under the family plan, a payment for the full amount of the monthly premium for its coverage shall be made to the district's central office prior to the date the district's premium payment is made to the insurance carrier. The option of participation in the family plan is available at the expense of the Employee separating service providing the coverage is provided by the insurance carrier serving the school district.

Nothing herein shall limit the School District's ability to change the terms of its existing health and major medical insurance plan. This policy in no way guarantees that a participating Employee will be provided any certain level of benefits during the time of the Employee's participation in the insurance benefits portion of the early retirement program.

Payment:

Payment shall be made to the fixed portion of a Variable Annuity Account "Retirement Plan Trust Account" in the Employees name in accordance with IRS regulations 401 (a) and 403 (b) at which time the Employee takes ownership of the account.

SECTION XV

EFFECTIVE DATES

The effective date for this Resolution shall be July 1, 2025 through June 30, 2026.