

**CLEAR CREEK AMANA
COMMUNITY SCHOOL DISTRICT**

CLASSIFIED EMPLOYEE

Terms and Conditions

JULY 1, 2020 TO JUNE 30, 2021

June 15, 2020

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SALARIES

- A. Payments will be made on the fifteenth (15th) of every month or the last business office workday prior to the 15th. Payments will be made by direct deposit to the employee's bank account.
- B. Employees will be given credit for service each year in which they complete at least (90) ninety days of service and are employed at least twenty (20) hours per week.
- C. Educational Pay Incentives: Employees will be provided educational pay incentives to improve their job skills through additional education and training. Employees will receive an additional \$.15 per hour upon completion of a class or workshop consisting of at least 30 contact hours that is directly related to the employee's job classification. Classes or workshops that are less than 30 contact hours may be accumulated and the \$.15 per hour incentive will be paid the school year after the total reaches 30 hours. A maximum of \$1.05 per hour will be available for the educational incentive.
 - All courses and workshops must be approved in advance by the Director of Human Resource. It is the employee's responsibility to request an approval form and submit it to the business office prior to enrolling in classes or workshops.
 - Employee must present a certificate of completion, or transcript for the course, to the Director of Human Resource no later than August 1, of the school year the pay incentive is to begin.
 - The school district may pay all or part of the registration fee for the classes or workshops that the employees take. The district would not expect to pay full tuition for a college class or any class completed prior to this agreement.
 - Up to \$.60 per hour may be granted based on education or training directly related to the job classification that was obtained prior to employment with the school district, and that education is in addition to the minimum requirements which qualify the employee for his/her pay grade.

MANDATORY CONDITIONS OF EMPLOYMENT

A. Post Offer - Pre-Employment Physical

For certain workgroups, following an offer of employment and prior to the first day of employment, the employee shall have a post offer/pre-employment screening performed by a provider of the District's choice which establishes that he/she is able to perform the essential functions identified in the job description of the position being offered.

Information will be provided to employee at time of offer of employment. The District retains the right to request additional information, if necessary, to establish that employee is fit for duty.

The cost of the post offer/pre-employment screening will be paid by the District.

B. Hepatitis B Vaccinations

Employees identified in the blood borne pathogens exposure control plan as having reasonably anticipated contact with blood or infectious materials will receive the Hepatitis B vaccine or sign a written waiver stating that they will not take the vaccine.

The cost of the employee's Hepatitis B vaccinations will first be submitted to the employee's insurance company and then remaining out of pocket cost will be reimbursed to the employee by the school district.

Job classifications identified in the District's Blood Borne Pathogens Exposure Control Plan are as follows:

- Aides and associates who supervise playground
- Health aides
- Special education aides
- Custodians
- Building engineers
- Building administrative assistants
- Employees required by the district to obtain CPR certification

C. Mandatory Training

The Iowa Department of Education requires employees to complete specified mandatory training prior to receiving their first pay check and to complete scheduled periodic updates. In addition, trainings will be required by certain departments and supervisors and expected to be completed timely. Upon completion of the mandatory training, the employee will submit a certificate of completion to the business office. Please note that employment is contingent upon completion of these trainings by the stated deadline and failure to do so can result in termination.

EMPLOYEE WORK YEAR

A. Probationary Period

All persons entering employment with the District, who have not previously been employed by the District, will serve a probationary period according to all of the following conditions.

1. The probationary period will be for ninety (90) working days.
2. Probationary employees may be separated for any cause by the district during the probationary period.
3. Probationary employees are entitled to use benefits received under these Terms and Conditions from their actual date of hire.

B. Employment Periods

The following minimum employment periods are in effect for each respective employment classification:

Aide	- Student days
Associate	- Student days

9 month Aides, Associates and Library Assistants-(a), may work up to one additional day before school starts, with prior approval from the building principal	
Library Assistant	- 260 days
Lunch Clerk	- Student days
Building Administrative Assistant	- Ten (10) days before new teacher days until ten (10) days after teacher days
District Administrative Assistant	- 260 days
Building Engineer	- 260 days
Night Custodian	- 260 days
Cook	- Student days + 1 day before school starts
Lead Cook	- Student days + 3 days before school starts
Technology Aide	- 260 days

C. Paid Holidays

- a. Employees who work a minimum of 20 hours per week and 12 months per year will be paid for the following holidays:

July 4th, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, Memorial Day.

- b. Employees who work a minimum of 20 hours per week for less than 12 months per year will be paid for the following holidays:

Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Day, New Year's Eve Day, New Year's Day, Memorial Day.

D. Weather Closings

When school is closed for weather related reasons, school year employees will work on the scheduled make-up day. Snow make-up days may extend last contracted work day.

Twelve month employees may work on the closed day, take the time without pay or use available vacation or personal leave.

Employees will be paid for actual hours worked when school is closed after the employee arrives at work.

EMPLOYEE HOURS AND DUTIES

A. Overtime

The normal work week will be forty (40) hours for the employment classification. Any employee required to work more than forty (40) hours within one (1) week, will earn time and one-half (1-1/2) overtime pay subject to the following:

- a. Approval for overtime must be obtained from the employee's immediate supervisor* prior to the overtime work unless in an emergency situation.
- b. Payment for overtime will be according to provisions of federal guidelines.

- * Immediate supervisor defined:
Principal for aides, associate, building administrative assistant
Librarian for library assistants
School nurse for health aides
Building engineer for night custodians
Food service director for cooks and lead cooks
Director of Finance for business office administrative assistants
Technology director for technology aides

B. Breaks

Scheduled breaks and lunch periods will be determined and assigned by the District or the employees immediate supervisor. All such breaks will be paid breaks. Employees must remain at their work-site in order to receive paid breaks. All hours of employment will be consecutive unless mutually agreed by the employee and building principal.

C. Building Checks

Building engineers or custodians may be asked to check buildings on selected nights, weekends or holidays. Employees who do building checks will be paid for one hour of work at their regular hourly rate or at their time and one-half (1.5) hourly rate, according to their weekly hours accrued.

INSURANCE

- A. The insurance contract year will be from July 1 to June 30.

Employees who qualify for insurance coverage under section E below, will be provided an LTD insurance plan, at the district's cost, which provides a benefit of approximately 60% of the employee's salary. All employees who are eligible for LTD coverage, must participate in the district's plan.

- B. Employees who qualify for insurance coverage under section E below, will be provided a \$40,000 term life insurance plan. All employees who are eligible for district paid life insurance coverage, must participate in the district's plan.

- C. Insurance options available to employees include the following:
- Health insurance: PPO \$500 deductible, PPO \$1,000 deductible or a High Deductible Health Plan (HDHP) with a health savings account (HSA).
 - Dental insurance: \$2,000 coverage

- D. The district will provide employees working more than 30 hours a week a medical and dental allotment to cover the PPO 1000 and Dental 2000. Employees who choose benefits which exceed their benefit allotment, will make a payroll deduction to pay for any additional premium costs.

- E. If an employee chooses the HDHP insurance option, the district will pay the single premiums for the employee's individual insurance choices for life, health and dental plans, and then will contribute any excess benefit allotment to the employee's health savings account.

- F. The Board shall have the right at any time to procure the insurance referred to in Sections B, C and D above. In the event of a change of insurance carrier(s), the Board shall consult with and consider recommendations of the employees.
- G. The District will provide a Section 125 Plan, so each employee may opt to pay health premiums, dental premiums, un-reimbursed medical expenses, and child care expenses with pre-tax dollars. The employees and the District may agree to include other items in the Section 125.

EMPLOYEE LEAVES

It is the employee's responsibility to verify the accuracy of the accumulated leave printed on his/her check stubs and to notify the business office of any discrepancies.

Employees who work a minimum of twenty (20) hours per week will receive the following leaves. Refer to the chart at the end of the leave section for prorated leave times based on hire date.

A. Sick Leave

1. Employees will be granted one and one-half (1-1/2) days of sick leave per month based upon the number of work months in the employee's job classification. Employees may use their sick leave allocation per year to assist with the medical needs of a member of the employee's immediate household, or a parent, child or grandchild.
2. Sick leave may be accumulated from year to year with a maximum accumulation of one hundred twenty (120) days plus the employee's allotment for the new work year. After an employee has accumulated one hundred twenty (120) days, the additional days for that year may be used during that year first, providing that no more than one hundred twenty (120) days are carried over to the following year.
3. Sick leave accumulated during periods of part-time employment will be pro-rated according to the percentage that such part-time employment is in proportion to full-time employment.
4. Use of sick leave for elective surgery requires prior approval by the Director of Human Resource.
5. In all sick leave requests, the building principal may require confirmation from a doctor after two (2) consecutive days of such absence.
6. The smallest unit of sick leave will be one-quarter (1/4) day.
7. The employer may, for just cause, require an employee to undergo a medical examination by a physician of the District's choice and at the District's expense. If the medical exam occurs during the employee's regular work hours, the employee shall be granted sick leave to attend the appointment and shall be paid mileage. (See ADDENDUM AT END OF THIS HANDBOOK REFERENCING SICK LEAVE DONATION BANK)

B. Personal Leave

1. Two (2) days personal leave will be granted per year without loss of pay. All requests for personal leave must be filed with the employee's immediate supervisor* at least two (2) days in advance of the intended leave.

2. Three (3) days of unused personal leave may be carried forward to the next year. The maximum accumulation of personal leave will be five (5) days. Any further unused personal leave shall accrue to next year's sick leave.
3. The minimum usage of personal leave will be one-quarter (1/4) day.

C. Bereavement Leave

In case of necessary absence of an employee to attend or make arrangements for a funeral of a member of the employee's immediate family (spouse, child, sister, brother, parent, or parent-in-law, legal dependent, legal guardian, or member of the immediate household), such employee will be paid for scheduled time lost including the day of the funeral, but not to exceed five (5) work days. Three (3) days of bereavement leave will be granted for the purpose of attending the funeral in the event of the death of a brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparent, or grandchildren.

In case of the death of any other relative or person of unusually close personal relationship, the employee may submit a request to the Director of Human Resource asking to be granted permission to attend the funeral without the loss of wages or benefits.

D. Jury Duty and Legal Leave

1. Any employee called for jury duty, or for a work related court appearance under subpoena, will be provided such time without loss of pay. Any fees or reimbursement, except mileage, that the employee receives during such leave will be remitted to the Clear Creek Amana School District. A copy of the subpoena will be furnished to the business office prior to payment of such leave.
2. Cases involving an employee's personal matters which are not school related will be excluded from the above provision.
3. When an employee is excused from jury duty, either temporarily or permanently, on any working day, the employee will promptly report to his/her building principal and will complete the remaining hours of his/her working day. If less than one (1) hour remains of the employee's normal shift, the employee will be released from reporting to duty.

E. Educational Leave

Employees will be granted educational leave with pay for attending approved training related to their position when the training falls during the employee's regular work schedule.

F. Non-Paid Leave

Employees who wish to take non-paid leave of more than ¼ (one-quarter) day, must have prior approval from their immediate supervisor. Employees will be expected to use existing paid leave before non-paid leave becomes an option.

G. General Provisions on Leave of Absence

1. Employees on sick leave, disability or a non-paid leave of absence, will not accept employment for wages or profit without prior approval of the Director of Human Resource. Violation will be cause for reprimand or discipline.
2. An employee who gives the Director of Human Resource a false reason to obtain a leave of absence will be subject to discharge.
3. An employee returning to work after a serious illness or injury will be required by the Director of Human Resource to undergo a medical examination to determine whether the employee is physically and mentally qualified to return to work. The District will choose the particular doctor and will pay for such examinations.
4. Failure of an employee to return to work at the end of an authorized leave of absence period, or extension thereof, will automatically terminate the employee's relationship with the Board.
5. An employee on leave of absence may return to work prior to the expiration of the leave of absence, upon approval by the Director of Human Resource. Such employee will give the Director of Human Resource as much advance notice as possible for the early return to work.
6. All absences other than those enumerated under the above leave provisions will result in loss of pay.

H. Vacation

Twelve (12) month employees will be allowed paid vacation after the completion of ninety (90) days of employment according to the following schedule. Consideration may be given for years of service in district under other job classifications.

<u>Years of Service</u>	<u>Days Earned After Years of Service</u>
1 to 5	10 days
6 or more	20 days

The minimum use of vacation will be one-quarter (1/4) day.

The anniversary date used to earn vacation will be July 1 of each year.

Twelve (12) month employees whose service has been less than a full year, due to a hire date after July 1st or a termination date prior to June 30th will accrue a prorated vacation based upon length of employment during that fiscal year.

Vacations will be scheduled and approved in advance by the employee's immediate supervisor*.

All earned vacation time for a given contractual year will be used prior to September 30 in the next contractual year. Vacation leave may be accumulated from year to year with a maximum accumulation of five (5) days more than the employee's yearly allocation. Employees who worked a minimum of one year will be compensated for vacation accrued upon termination.

Prorated Leave Time Based on Hire Date			
12 Month Employees			
Starting Month	Illness	Personal	Vacation
July	18	2	10
August	16.5	2	9.25
September	15	2	8.25
October	13.5	1.5	7.5
November	12	1.5	6.5
December	10.5	1.5	5.75
January	9	1	4.5
February	7.5	1	4
March	6	1	3.25
April	4.5	0.5	2.5
May	3	0.5	1.75
June	1.5	0.5	0.75
Cooks/Associates			
	Illness	Personal	
August	13.5	2	
September	13.5	2	
October	12	1.5	
November	10.5	1.5	
December	9	1.5	
January	7.5	1	
February	6	1	
March	4.5	1	
April	3	0.5	
May	1.5	0.5	
10 Mo Secretary			
	Illness	Personal	
August	15	2	
September	15	2	
October	13.5	1.5	
November	12	1.5	
December	10.5	1.5	
January	9	1	
February	7.5	1	
March	6	1	
April	4.5	0.5	
May	3	0.5	
June	1.5	0.5	
Drivers			
	Illness	Personal	
August	14	3	

September	12.5	3	
October	11	3	
November	9.5	2	
December	8	2	
January	6.5	2	
February	5	1	
March	3.5	1	
April	2	1	
May	0.5	0.5	

EMPLOYEE EVALUATION PROCEDURE

The school administration will make all employees aware of the evaluation procedure and how it works. Evaluations will be done annually. All employees will have the opportunity to discuss the results of the evaluator's observation(s) or written complaints, with the evaluator. Copies of all written reports generated from the evaluation(s) will be given to the employee. The employee will have the opportunity to sign and date the evaluator's copy which is an acknowledgement of receipt of the employee's copy. The employee will have the opportunity to reply to any evaluation(s) or written complaints in writing. Such written response will be made within five (5) working days of the evaluation conference. Written responses from an employee will be attached to the evaluation(s), and placed in the employee's evaluation file. Each employee will have the right to examine his/her own evaluation file and have copies of its contents.

COMPLAINT PROCESS

Employees should attempt to resolve concerns about work place conditions and complaints with the employee's immediate supervisor. If complaints are not resolved with the immediate supervisor, employees may request a joint meeting with the employee, employee's supervisor and the Director of Human Resource in order to resolve the issue.

ADDENDUM

Catastrophic Event Sick Leave Bank

- A. The purpose of the bank is to provide paid time off to members after their accumulated personal leave time has been exhausted (sick, personal, vacation).
 1. Bank use is for an illness of a catastrophic nature of the employee, spouse or children who reside in the same household as the employee, with children being defined as those for whom you maintain guardianship or financial responsibilities as verified by the federal income tax deduction. The catastrophic bank may be extended to include illness of a catastrophic nature of the employee's parents, step-parents, or grown children at the lower limits established under Section V. Limitations on Use of Bank Leave-Extended.
 2. Any violations of these rules or abuse of bank leave will be grounds for immediate cancellation of current leave and/or revocation of future bank privileges. Could result in disciplinary action up to and including termination.

3. All bank forms are available upon request only at the Clear Creek Amana human resources office.
4. The bank days will roll over from year to year.

B. Definitions

1. *Illness of Catastrophic Nature* - An illness or injury due to a physical or mental impairment (other than those described below*) and which:
 - a. Is of a terminal or life-threatening nature; or,
 - b. Is expected to be of long and indefinite duration and requires:
 - a. extended at-home custodial care for an individual who is unable to perform basic living functions without assistance, such as bathing, eating, or dressing; or
 - b. in-patient treatment at a licensed hospital or rehabilitation facility.

*The terms “illness” and “injury” shall exclude an illness or injury caused while engaging in criminal activity.

2. *Member* - Contributors to the Bank who meet all eligibility requirements.
3. *Bank* - Catastrophic Bank.
4. *Bank Leave* - Days which may be granted to members satisfying all applicable rules.
5. *Human Resources* - Clear Creek Amana District Human Resource Office.
6. “*Day*” - The number of hours an employee is regularly scheduled to work on a normal workday.
7. “*Year*” - The unit member’s normal calendar of work (school year).
8. “*Compensable Days*” - Weekdays falling within the school year based on the regularly scheduled workdays of the employee.
9. “*Fiscal Year*” - July 1 through June 30.
10. “*Committee*” - 1 Administrator, 1 Board Member, 1 HR Department, 2 Certified Staff Members, 2 Non-certified Staff Members

II. **Enrollment Process and Contributions**

- A. Participation in the Bank is voluntary and at the discretion of the employee.
- B. Contributions to the bank must be made electronically on the district's insurance enrollment site within the specified time frame. New employees may enroll in the bank within the first 30 calendar days after employment.
- C. Contributions may be made each year during the district's annual insurance open enrollment. If a former employee is rehired by the district, the employee must contribute again in order to become a member.
- D. The following contributions would be credited upon approval of human resources.
 1. The initial contribution rate for all employees will be one day of sick leave equivalent to their position.
 2. Should additional contributions be necessary to the bank due to the depletion of the district's contributed days, and a member has exhausted his or her sick leave the bank will defer its contribution for the individual until September 1 of the following year.

- E. All new employees who do not enroll in the bank at the first available opportunity will have to wait until the next enrollment period.
- F. All contributed days become the property of the district.

III. Requesting Bank Leave

- A. The member must exhaust all personal leave time (sick, personal, vacation).
- B. Waiting Period - Newly hired employees shall become eligible for coverage under the Bank after having worked for 30 working days following their hire date. Hire date is defined as the first day of an employee's contract and/or compensation summary.
- C. If an employee chooses not to enroll during the enrollment period, they must wait until the next enrollment period.
- D. All requests for utilization of the Bank must be verified by a physician's statement.
- E. All applicants to the Bank must allow human resources access to medical reports for determination of eligibility.

IV. Limitations on Use of Bank Leave – Immediate For employee, spouse or children who reside in the same household as the employee, with children being defined as those for whom you maintain guardianship or financial responsibilities as verified by federal income tax deduction, shall be as stated.

- A. Bank leave shall not be granted in units of more than 30 working days.
- B. Members may be eligible for up to 90 days of bank leave unless there is an earlier determination that the member will never return to work. Utilization of bank days will cease on the day the district receives a determination that the employee will not return to work.
- C. Upon exhaustion of these 90 working days of bank leave, members shall be eligible for additional bank leave one calendar year or the equivalent after their return to active employment. Employees must re-enroll in the Bank to be eligible the next year.
- D. After satisfying this one-year waiting period of eligibility a member shall be eligible for an additional 45 working days of bank leave.
- E. In no event shall a member receive more than a lifetime total of 135 days of bank leave while employed by the Clear Creek Amana School District.
- F. Human resources cannot distribute more days than are available in the bank.
- G. Once an employee contributes to the bank they cannot withdraw those days. Days contributed to the bank are not eligible for buy-back at the time of retirement or termination of employment.
- H. A person may not draw from the bank if they do not elect to participate by contribution.

V. Limitations on Use of Bank Leave – Extended For member's parents, step-parents, or grown children shall be as stated.

- A. Bank leave shall not be granted in units of more than ten working days for member's parents, step-parents, or grown children.
- B. Members may be eligible for up to 30 working days of bank leave (unless there is an earlier determination that the member will never return to work) for members parents, step-parents or grown children.
- C. Upon exhaustion of these 30 days of bank leave, members who are taking this leave for parents, step-parents or grown children shall be eligible for additional bank leave one (1) calendar year or the equivalent after their return to active employment.

- D. After satisfying this one-year waiting period of eligibility a member shall be eligible for an additional 15 working days of bank leave for member's parents, step-parents or grown children.
- E. In no event shall a member receive more than a lifetime total of 135 working days of bank leave while employed by the Clear Creek Amana School District.
- F. Human resources cannot distribute more days than are available in the bank.
- G. Once an employee contributes to the bank they cannot withdraw those days. Days contributed to the bank are not eligible for buy-back at the time of retirement or termination of employment.
- H. A person may not draw from the bank if they do not elect to participate by contribution.

VI. Administration of the Bank

- A. The Clear Creek Amana human resource office shall ensure the Clear Creek Amana policies, regulations and procedures are followed.
- B. Human resources and committee shall review and act upon all requests to contribute to, withdraw from and use the bank.
- C. Subject to the approval of the superintendent, human resources and the committee shall develop its rules of procedures and give a wide distribution of these rules.
- D. Human resources and committee reserve the right to make additional assessments as deemed necessary to maintain the solvency of the bank.
- E. The Clear Creek Amana District shall maintain the Catastrophic Leave Bank records of individual members.
- F. The Clear Creek Amana District shall maintain records of all the member's contributions, grants, and cancellations shall report such status upon the request.
- G. Human resources and committee shall be responsible to the superintendent for the proper administration of the bank and the submission of periodic reports on the status of the bank.
- H. Human resources shall not grant leave for the same period of time which Worker's Compensation, other paid leave, or short- or long-term disability are granted.
- I. Human resources shall not grant leave in conjunction with other approved leave of absence.
- J. All medical information received by human resources shall be maintained confidentially in separate medical files and used only for the purposes of this program.
- K. Decisions of the human resources department and committee may be appealed to the Board of Education in writing within 15 calendar days of action by human resources.
- L. When the sick leave bank is depleted to ten days the Human Resources and committee shall notify the district employees of the need to voluntarily donate more days to the sick leave bank.

I have read the handbook and acknowledge understanding of the terms and conditions stated within

Employee Signature

Date