

# HASTINGS PUBLIC SCHOOLS

## CLASSIFIED HANDBOOK



HASTINGS  
PUBLIC SCHOOLS

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Assuring the essential.  
Expanding the possible.

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# CLASSIFIED EMPLOYEE HANDBOOK

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## INTRODUCTION

Welcome to employment with the Hastings Public Schools. Our Mission is to "assure all students acquire the knowledge, skills, and behaviors essential to be successful individuals and responsible citizens." In short, we need to "assure the essential" and "expand the possible" for ALL of our students.

***Every staff member employed by the Hastings Public Schools must work toward the full attainment of our Mission.***

This handbook is intended for use by classified employees to provide general information about the Hastings Public Schools and to serve as a guide to rules, regulations, policies, employment benefits, and performance expectations.

References in this handbook to "Classified Employees" are intended to apply to all staff members not required by their position to hold a teaching or administrative certificate.

Each classified employee is responsible for becoming familiar with the handbook and knowing the information contained in it. Although the information found in this Handbook is detailed and specific on many topics, the handbook is not intended to be all encompassing so as to cover every situation and circumstance that may arise. This handbook is intended to supplement other documents that deal with your employment, including your employment situation and the regulations and policies of the Board of Education. In reading this handbook, please understand that where a direct conflict may exist, state or federal law and Board regulations and policies will prevail.

This handbook does not create a "contract" of employment. Classified employee positions and assignments may be ended or changed on an "at will" basis notwithstanding anything in this handbook or any other publication or statement, except for a specific written contract approved by the Board of Education.

The administration will be responsible for interpreting the rules contained in the handbook and shall have the right to make decisions and make rule revisions at any time. Should a situation or circumstance arise that is not specifically covered in this handbook, the administration will make a decision based upon applicable school district policies, state and federal regulations and statutes, and the best interests of the District.

This handbook will be in effect for the 2018-2019 employment year and subsequent employment years unless amended. Such amendments will be communicated in a fashion and at a time determined by the administration.

## CHAPTER I Definitions/Hours of Work

1.1. Classified Employee: A term used to represent a broad spectrum of Hastings Public Schools employees with particular responsibilities and skills. Classified employees are not required to hold a teaching or administrative certificate. Specific job titles representing classified employment positions may be found under Appendix A of this handbook.

1.2. Calendar Year, Full-Time Employee: Any classified employee working under the same job title for 32 hours or more per week for twelve (12) months of the employment year (September 1 to August 31). Temporary employment (e.g., “summer employment”) shall not be added to a job held during the school year by an employee to create a calendar-year, full-time employment position.

1.3. Full-Time Employee: Any classified employee working 32 hours or more per week for less than twelve (12) months during the employment year (September 1 to August 31).

1.4. Part-Time Employee: Any classified employee working less than 32 hours per week.

1.5. Normal Day of Work: The normal day of work will consist of eight (8) hours.

1.6. Variances of the Normal Day of Work: An employee will be expected to devote full time during days of work to the employee’s position and to diligently and faithfully perform their assigned duties to the best of their ability. Employees may have later arrival times, earlier departure times, and be permitted to leave the building during the normal work day for personal reasons on an individual basis when approval is granted by the building principal and/or the immediate supervisor. If there are variances of the normal day of work of an employee on a permanent basis, such variances must be approved by the Superintendent or the Superintendent’s designee.

1.7. Normal Work Week: The normal work week includes days Monday through Sunday.

1.8. Normal Work Year: The normal work year will begin September 1 and end August 31 of each year.

### 1.8.A. Secretaries

1.8.A.1. Secretaries employed on a nine-month (9) basis will work a maximum of 210 days. The maximum number of paid days includes bereavement leave, sick leave, and two (2) paid holidays.

1.8.A.2. Secretaries employed on a ten-month (10) basis will work a maximum of 219 days. The maximum number of paid days includes bereavement leave, sick leave, and two (2) paid holidays.

1.8.A.3. Secretaries employed on a twelve-month (12) basis will report to work each work day, as designated by the District, except when they are on vacation, holiday, or an approved leave.

### 1.8.B. Paraeducators

1.8.B.1. Paraeducators employed on a nine-month basis will work up to a maximum of 180 days per year including leave and two (2) paid holidays. Any paraeducators employed for more than 180 days per year must obtain approval from the Superintendent or Superintendent’s designee.

1.8.C. Transportation Workers (Route bus drivers and bus monitors)

1.8.C.1. Route bus drivers employed on a nine-month (9) basis will be expected to report to work each school year two days before students report for classes. They will work the days that classes are in session and two days after students are dismissed. Bus monitors will only work each day classes are in session and when student busing is provided.

1.8.D. Food Service Workers:

1.8.D.1. Food service workers employed on a nine-month (9) basis will be expected to report for work each school year as directed. In general, food service workers will only work the days lunch is served.

1.9. Schedules

1.9.A. Full-Time (Times do not reflect overtime hours that may be necessary)

Day Custodians and Maintenance Personnel:

7:00 a.m. - 4:00 p.m.

Secretaries:

7:30 a.m. - 4:30 p.m. or 8:00 a.m. - 5:00 p.m. (Monday-Friday)

Mechanic:

7:00 a.m. - 4:00 p.m.

Head Night Custodians:

3:30 p.m. - 12:00 a.m.

Night Custodians:

3:30 p.m. - 12:00 a.m.

Bus Drivers, Food Service Personnel, Bus Monitors, and Paraeducators:

Hours may vary

1.9.B. Part-Time

Secretaries, Paraeducators, Transportation Workers, Food Service Workers, and Custodians: Hours may vary

1.10. Lunch Breaks

All 40-hour day employees: 60 minutes (except School Nurses -- lunches may vary)

All 40-hour night employees: 30 minutes

All employees working less than 40 hours and more than 32 hours: May vary but will be a minimum of 30 minutes.

All part-time employees: May vary but will be a minimum of 30 minutes.

1.11. Breaks

All Employees - Prorated according to the number of hours worked per day; i.e., 15 minutes break per four (4) hours of work but the employee must work a minimum of 3.5 hours in one block of time to be eligible.

## 1.12 Use of Time Clock System

1. An employee is to document his or her time using the time clock system of the District and as directed by his or her supervisor.
2. If there is an error in the employee's time record, the employee is to contact his or her supervisor immediately so that the error may be corrected in a timely fashion.
3. An employee is responsible for periodically checking his or her time record to assure that this record correctly represents the time worked and to make sure all paid leave has been recorded properly. Corrections may be made as necessary, however, corrections may not be reflected until the next payroll distribution.
4. When requesting leave, the following are the responsibilities of the employee:
  - a. Completing a leave request in a timely fashion on the system provided by the District
  - b. Checking the time record on the time clock system of the District (Swipe Clock or an equivalent system approved by the District) to make sure the request has also been properly recorded there; and
  - c. Obtaining the approval of the supervisor directing the employee's work prior to actually taking the leave.
5. If, for any reason, there is a change in the account to which an employee's pay is to be deposited, the employee must contact Payroll in the District Administration Office. The Payroll Secretary will provide the employee with the information that he or she will need to continue to receive pay.

**CHAPTER II**  
**Leave of Absence**

2.1. Determination of the Amount of Leave: Except for sick leave, which may be taken by hourly employees in as low as 15-minute increments after the first hour taken, all hourly employees' leave will be accumulated and used in increments of an hour, with the smallest increment allowed of one hour. All **salaried** employees leave will be accumulated and used in increments of a day. The smallest increment allowed is .125 or one hour of a day.

2.2. Other Leave (Discretionary): The Board or the Superintendent may grant a leave of absence (either with or without salary and/or credit for experience) to any classified employee for any sufficient reason. Special consideration may be given to employees who have both exhausted their accumulated sick leave and are faced with a catastrophic situation.

2.3a. Sick Leave for Calendar Year, Full-Time Employees: In the case of absence from work because of personal illness or accident and in cases due to illness or accident to an immediate family member, an employee will be allowed full pay for an approved absence. Immediate family member is defined as a spouse; son; son-in-law; daughter; daughter-in-law; father; father-in-law; mother; mother-in-law; sister; sister-in-law; brother; brother-in-law; grandchild; grandfather; grandmother; aunt; uncle; niece; nephew; or a person standing in loco parentis to the employee; or a person permanently residing in the household of the employee, regardless of the relationship to the employee. Each employee will be allowed full pay for approved absences for ten (10) days during the year. **A day is defined as the number of hours the employee is hired to work per day.** Employees must notify a supervisor to request leave prior to taking leave. Before the end of the school day on the first day of the sick leave and on each subsequent day of absence a report should be made to the employee's supervisor as to whether the employee will be able to return to duty on the next duty day. Days not used during that year are carried over for accumulation. All leaves so accumulated terminate upon resignation, retirement, or termination of employment. The Board may require a physician's statement substantiating any claim for sick leave.

If employment starts after the beginning of the normal work year (September 1), the employee's sick leave is to be prorated, on the basis of the hours the employee works per day, for the first work year of employment as per the following schedule:

September	=	10 days sick leave	March	=	5 days sick leave
October	=	9 days sick leave	April	=	4 day sick leave
November	=	8 days sick leave	May	=	3 days sick leave
December	=	7 days sick leave	June	=	2 days sick leave
January	=	6 days sick leave	July	=	1 days sick leave
February	=	5 days sick leave	August	=	0 days sick leave

2.3b. Sick Leave for Full-Time Employees: In the case of emergency absence from work because of personal illness or accident and absence due to illness or accident to an immediate family member, an employee will be allowed full pay for such absence. Immediate family member is defined under 2.3a above. Each employee will be allowed full pay for approved absences for seven (7) days during the year. **A day is defined as the number of hours the employee is hired to work per day.** Employees must notify a supervisor to request leave prior to taking leave. Before the end of the school day on the first day of the sick leave and on each subsequent day of absence a report should be made to the employee's supervisor as to whether the employee will be able to return to duty on the next duty day. Days not used during that year are carried over for accumulation. All leaves so accumulated terminate upon resignation, retirement, or termination of employment. The Board may require a physician's statement substantiating any claim for sick leave.

If employment begins after September 1, the employee's sick leave is to be prorated, on the basis of the hours the employee works per day, for the first work year of employment as per the following schedule:

September	=	6 days sick leave	March	=	2 days sick leave
October	=	5 days sick leave	April	=	1 days sick leave
November	=	5 days sick leave	May	=	0 days sick leave
December	=	4 days sick leave	June	=	0 day sick leave
January	=	4 days sick leave	July	=	0 days sick leave
February	=	3 days sick leave	August	=	0 days sick leave

2.3c. Sick Leave for Part-Time Employees (pertains to all employees regardless number of hours worked): In the case of emergency absence from work because of personal illness or accident and absence due to illness or accident to an immediate family member, an employee will be allowed full pay for such absence. Immediate family member is defined under 2.3a above. Each employee will be allowed full pay for approved absences for five (5) days during the year. **A day is defined as the number of hours the employee is hired to work per day.** Employees must notify a supervisor to request leave prior to taking leave. Before the end of the school day on the first day of the sick leave, and on each subsequent day of absence, a report should be made to the employee's supervisor as to whether the employee will be able to return to duty on the next duty day. Days not used during that year are carried over for accumulation. All leaves so accumulated terminate upon resignation, retirement, or termination of employment. The Board may require a physician's statement substantiating any claim for sick leave.

If employment begins after September 1, the employee's sick leave is to be prorated, on the basis of the hours the employee works per day, for the first work year of employment as per the following schedule:

September	=	5 days sick leave	March	=	3 days sick leave
October	=	5 days sick leave	April	=	2 days sick leave
November	=	5 days sick leave	May	=	2 days sick leave
December	=	4 days sick leave	June	=	1 day sick leave
January	=	4 days sick leave	July	=	0 days sick leave
February	=	3 days sick leave	August	=	0 days sick leave

2.3d. Sick Leave for Nine-Month and Ten-Month Secretaries: In the case of absence from work because of personal illness or accident and in cases due to illness or accident to an immediate family member, an employee will be allowed full pay for such absence. Immediate family member is defined under 2.3a above. Each employee will be allowed full pay for approved absences for eight (8) days during the year. **A day is defined as the number of hours the employee is hired to work per day.** Employees must notify a supervisor to request leave prior to taking leave. Before the end of the school day on the first day of the sick leave, and on each subsequent day of absence, a report should be made to the employee's supervisor as to whether the employee will be able to return to duty on the next duty day. Days not used during the year are carried over for accumulation. All leaves so accumulated terminate upon resignation, retirement, or termination of employment. The Board may require a physician's statement substantiating any claim for sick leave.

If employment begins after September 1, the employee's sick leave is to be prorated, on the basis of the hours the employee works per day, for the first work year of employment as per the following schedule:

<u>Nine-month Secretary</u>					
September	=	7 days sick leave	March	=	2 days sick leave
October	=	6 days sick leave	April	=	1 days sick leave
November	=	8 days sick leave	May	=	0 days sick leave
December	=	5 days sick leave	June	=	0 days sick leave
January	=	4 days sick leave	July	=	0 days sick leave
February	=	3 days sick leave	August	=	0 days sick leave

Ten-month Secretary

September	=	7 days sick leave	March	=	2 days sick leave
October	=	6 days sick leave	April	=	1 days sick leave
November	=	5 days sick leave	May	=	1 days sick leave
December	=	4 days sick leave	June	=	1 days sick leave
January	=	4 days sick leave	July	=	1 days sick leave
February	=	3 days sick leave	August	=	0 days sick leave

2.4. Exhaustion of Sick Leave: An employee will not be paid for each day's absence in excess of the allowance provided or earned by that employee unless granted additional leave through the District's Classified Employee Sick Leave Bank. Annually, a sick leave bank of 480 hours total will be established by the Board of Education. The Classified Employee Sick Leave Bank hours will be available on a first-come, first-served basis to classified employees who have both exhausted their accumulated sick leave and are faced with a catastrophic situation. Determination of a catastrophic situation will be the responsibility of the District's administration, including the Superintendent. A maximum of 160 hours per year per individual will be allowed for use. The actual number of hours used during any given year by an eligible individual will be determined by the District's administration, including the Superintendent. Application for this leave shall be made through the Office of Human Resources.

2.5. Jury Duty: In the event an employee is called to serve on jury duty or is subpoenaed as a witness, the Superintendent or designee may, at his/her discretion, grant leave to perform such duty without loss of pay, provided that all jury fees, other than expenses, received by the employee be turned over to the District.

If an employee, upon reporting for jury duty in the morning, is dismissed from jury duty for the remainder of the day, the employee is to report back to work and resume duties for the balance of the day. When an employee is entirely dismissed from jury duty, the employee is directed to report back to work.

Employees are expected to promptly notify their immediate supervisor of any other form of legal summons that may require an absence from duty. In the event the summons involves a school-related matter, the matter shall be treated similar to a jury duty absence. In the event the summons involves a personal matter, the employee will be required to use other leave days applicable to that employee's position.

2.6. Leave Based on an Adjusted Work Schedule: No employee will absent himself/herself from their job responsibilities on account of personal business or pleasure unless he/she has requested such leave and has been approved for such leave by his/her immediate supervisor. Absence under this section will be without pay unless an adjusted work schedule, approved by the immediate supervisor of the employee, can be arranged so as not to impair the operation of the school.

2.7. Unpaid Leave: Unpaid leave may be used to excuse an absence not provided for in other leave policies. Unpaid leave for classified staff must be authorized by the Superintendent or designee. Whenever possible, classified employees shall make a request for unpaid leave ten (10) days prior to the beginning date of the requested leave. If an employee has vacation time as a result of his/her job classification or has accumulated comp time resulting from working overtime, that employee will be required to use that paid leave time before requesting unpaid leave time.

2.8. Bereavement Leave: The District provides leave for the employee to attend and make preparations for the funeral of a member of the immediate family. A total of not more than five (5) days of full pay is allowed each employee for absence in case of death in the immediate family. **A day is defined as the number of hours the employee is hired to work per day.** Immediate family member is defined under 2.3a above. Each employee shall have one (1) day of paid leave available per year as a discretionary bereavement day. This day may be used to attend the funeral of someone other than an immediate family member. The use of a discretionary bereavement day

must be approved by the employee's immediate supervisor and not present a substantial impairment to operations related to the employee's job responsibilities.

2.9. Military Leave: Employees who are members of the National Guard, Army Reserve, Naval Reserve, Marine Corps Reserve, Air Force Reserve, or Coast Guard Reserve (hereinafter, "reserves"), are entitled to a military leave of absence from their respective duties, without loss of pay, when employed with or without pay under the orders or authorization of competent authority in the active service of the state or of the United States. Employees who normally work or are normally scheduled to work 120 hours or more in three consecutive weeks shall receive a military leave of absence of 120 hours each calendar year. Employees who normally work or are normally scheduled to work less than 120 hours in three consecutive weeks shall receive a military absence each calendar year equal to the number of hours they normally work or would normally be scheduled to work, whichever is greater, in three consecutive weeks. Such military leave of absence may be taken in hourly increments and shall be in addition to the classified employee's regular annual leave.

When the Governor of Nebraska shall declare that a state of emergency exists and any employee who is a member of the reserves is ordered to active service of the state, the employee shall be granted a state of emergency leave of absence until released from active service by competent authority. The leave of absence shall not be a military leave of absence; other forms of leave may be granted. The employee shall receive normal salary or compensation minus the state active duty base pay the employee receives in active service of the state.

2.10. Grandparent Leave: If an employee's accumulated sick leave total will provide a sufficient number of days, a classified employee may use up to the hourly equivalent of five (5) days of his or her sick leave upon the birth of a grandchild or a step grandchild or upon the adoption of an infant by a child or a step-child. An employee may exhaust his or her sick leave to do this but will be limited to five days for this purpose per occurrence. An employee with less than five days accumulated sick leave will be granted the number of sick leave days that remain unused in his or her total. This leave must be granted by the Superintendent or his/her designee and taken within sixty (60) calendar days of the birth of a grandchild, a step-grandchild, or the adoption of an infant by a child or a step-child.

2.11. Conditions of Leave: Unless expressly provided to the contrary, all leaves will be without pay. **Any employee who does not report for work at the termination of an authorized leave of absence will be considered to have resigned voluntarily.**

### CHAPTER III Holidays

3.1a. Holidays: The following are paid holidays for calendar-year, full-time employees who work on a twelve-month basis:

- |                         |                           |
|-------------------------|---------------------------|
| 1. January 1            | 5. Labor Day              |
| 2. Friday before Easter | 6. Thanksgiving           |
| 3. Memorial Day         | 7. Day after Thanksgiving |
| 4. July 4               | 8. December 25            |

Some adjustment as to the date of a "holiday" may take place depending on when a particular holiday falls on the calendar.

3.1b. Holidays: The following are paid holidays for all classified employees, excluding substitute or temporarily employed classified staff who are not calendar-year, full-time employees:

1. Thanksgiving
2. December 25

Under this provision, each eligible classified employee will be paid the number of hours they are scheduled to work on a normal working day.

**3.2 Eligibility Requirements for Calendar-Year, Full-Time Employees: In order to be eligible for holiday pay, the employee must be present and working the full scheduled working day immediately preceding and immediately following the holiday, unless the employee is excused by the immediate supervisor, the Superintendent or Superintendent's designee. Employees receiving long-term disability payments during a paid-holiday, will not be eligible for holiday pay.**

## CHAPTER IV Vacations

4.1. Paid Vacations: Vacation time is earned. Calendar-year, full-time employees may earn up to 80 hours of vacation each year of employment. Allocated vacation for an employee increases on September 1 at or following twelve years of consecutive service and on September 1 at or following twenty years of consecutive service.

Beginning September 1, 2012, a calendar-year, full-time employee will earn eight (8) hours vacation for each full-pay-period month he or she completes with the District prior to September 1 of the following employment year with no employee to earn more than 80 hours of vacation for a year or more of service in his or her first twelve years of consecutive service. **Only employees working for the District on September 1 of an employment year will be eligible to receive earned vacation.**

Example: Employee A is hired on April 1, 2017. This employee earns one day of vacation for each complete pay period. In this example it would be 4 days (April 10 – May 9, May 10-June 9, June 10-July 9, and July 10-August 9). On September 1, 2017 employee A would be awarded 4 days of vacation to use between 9-1-17 and 8-31-18.

Calendar-year, full-time employees who have completed twelve or more years of service consecutively will earn 120 hours of paid vacation time annually on September 1.

Calendar year, full-time employees who have completed twenty or more years of service consecutively, will earn 160 hours of paid vacation time annually on September 1.

The Superintendent of Schools will have the discretion to award vacation to a new employee if special circumstances warrant this action.

4.2. Vacation Time Accumulation: **Vacations do not accumulate and must be used by December 31 of the employment year following the employment year in which the vacation time was earned.**

## CHAPTER V -- Wages

- 5.1. New Hires: Every new employee will be hired in accordance with the entry-level rates set forth in Appendix A.
- 5.2. Wages: Every employee will be paid on the basis of the entry-level rates set forth in Appendix A. If raises are provided, such an increase will be based on the previous year's wage.
- 5.3. Classification Changes: Any employee who changes or is changed to a different work classification will have his/her hourly rate increased or decreased by an amount equal to the wage set for that classification in Appendix A. Changes in salary resulting from a change of work classification will become effective and be computed on the effective day of the change.
- 5.4. Mileage: Employees who are required to use personal vehicles for school business will receive an allowance of the IRS rate. Mileage will not be paid to employees for going to and from work or attending board or administrative meetings. Mileage will be reported on forms supplied by the Office of Finance and Operations.
- 5.5. Paydays: Hourly and salaried classified employees will be paid on the 16th of each month. All payroll changes must be into the Payroll Secretary by the 10th of the month for the changes to be made on that month's payroll. All changes made after the 10th of the month may not go into effect until the next pay period.
- 5.6. Pay Raises: For twelve-month employees, the annual pay raise, if provided, will be reflected on the first paycheck after September 1 (pay period beginning August 10 and ending September 9). Employees who work less than twelve months per year will receive their annual pay raise, if provided, when they return to their regular position in the fall (anytime after August 10). If an employee is hired after April 1 of any year, no pay raise will be given until September 1 of the following calendar year.
- 5.7. Overtime: Overtime is paid to "non-exempt" classified employees in accordance with the Fair Labor Standards Act (FLSA). Overtime pay for non-exempt employees will be paid at the rate of not less than 1.5 times the employee's regular rate of pay for hours worked in excess of the 40-hour workweek. Employees with two or more non-exempt positions held simultaneously may be eligible for overtime pay based upon the total number of hours worked in one workweek.
- 5.8. Voluntary Overtime: To the extent possible, overtime will be voluntary and will be assigned by the immediate supervisor. The District, however, reserves the right to assign duties to employees even when such duties involve overtime.
- 5.9. Compensatory Time (Paid Time Off): The employee may request compensatory time (paid time off) in lieu of overtime pay, with the approval of the immediate supervisor, with the rate figured as 1.5 times the number of hours worked in excess of 40 hours in any work week. Compensatory time, time paid at the employee's regular rate of pay, shall be used within a reasonable period of time as long as the use of compensatory time does not unduly disrupt the operation of the school or District. Compensatory time may be accumulated up to 40 hours. The Superintendent or his/her designee must approve any accumulation of compensatory time over 40 hours. Individuals working compensatory time and their supervisor need to complete a "Compensatory Time Memorandum" **prior** to working beyond 40 hours (see Appendix F). A **copy** of the Compensatory Time Memorandum is to be sent to the Payroll Secretary immediately. The **original** "Memorandum" is to be sent to the Payroll Secretary, documenting when this time was taken, **after** the planned compensatory time is exhausted.
- 5.10 Direct Deposit: All employees must fill out the direct deposit authorization form and forward a voided check or direct deposit bank letter to the Human Resources Office. Deposits will be made so that funds will be available on payday. Employees will receive an electronic check stub in the I-Visions system each payday indicating the amount deposited and the account in which it will appear.

**CHAPTER VI**  
**Inclement Weather and Unscheduled/After-Hours (Emergency) Time**

6.1 Inclement Weather: It is the practice of the school system to follow a procedure for dismissal of students because of inclement weather. Dismissal announcements will be given via the media. Should a school day be cancelled, started late, or closed early, the District will designate particular employees to report for work at a time established by the District (or as soon as they are reasonably able to report given weather conditions). Employees designated to address the needs of the District caused by inclement weather during the District's normal hours of operation will be paid two (2) times their normal hourly rate of pay regardless the number of hours they work that week. All other employees will be paid their normal hourly rate for the number of hours they would have worked had the District not been closed.

6.2 Unscheduled/After Hours (Emergency) Time: On occasion, even when school is to operate normally, supervisors for the District may call in employees to work for the District outside of their normal schedule, either before they work their normal schedule or after they work their normal schedule. In addition, employees may be called in on weekend days or on vacation days to address emergencies or other unscheduled needs of the District. When an employee is called in for unscheduled/before-hours/after-hours (emergency) time, that employee will be paid time and one-half (1.5) their normal hourly rate of pay regardless the number of hours they work that week.

## CHAPTER VII Insurance

7.1. Group Health Insurance: A group health insurance plan providing for a schedule of benefits is available for calendar-year, full-time employees. The Board will pay the full monthly cost of Employee; Employee and Child; Employee and Spouse; and Employee, Spouse, and Child coverage. If participation is desired, the necessary enrollment forms are available in the Human Resources Office located in the Administration Building, 1924 West A Street.

Full-time employees working less than twelve (12) months and part-time employees may participate in the group health plan. The District will contribute a prorated health premium dollar amount to employees working 900 or more hours during the school year. Participation is optional for the employee. The amount of the health premium paid will be based on an FTE basis with 2,080 hours considered full-time. Full-time bus drivers will be guaranteed 75% of their single or family health benefits.

7.1.A. Dental Insurance: Single dental coverage is mandatory with all health plans, **with the Board paying the same percentages as the health plan.** Family dental coverage is optional with the additional cost for this coverage paid by the employee. If a part-time classified staff member wants DENTAL INSURANCE ONLY, the Board will pay for the single coverage; the employee is responsible for the family portion. Dental insurance can be added and dropped in **AUGUST ONLY**, except under special circumstances such as marriage, divorce, death, etc. **ONCE DENTAL INSURANCE IS DROPPED, IT CANNOT BE ADDED FOR TWO (2) YEARS.**

7.1.B. Effective Date of Coverage: An employee will be eligible for coverage on the first day of the month following hiring as long as they continue to work the minimum number of hours.

7.1.C. Enrollment: Enroll occurs within 30 days of employment. Given the ACA, no waiting period exists for pre-existing conditions. Effective currently, no late enrollments will be allowed for current employees. A special enrollment window of 30 days will be allowed for such changes as marriage, birth or adoption, or the involuntary loss of other creditable coverage.

7.1.D. COBRA Continuation of Coverage: Public Law 99-272 (COBRA) and its subsequent amendments requires that continued coverage under our group plan be offered to you and your qualified dependents if you or they would otherwise lose coverage as a result of the following "qualifying events:" 1) termination of employment, 2) an employee's death, 3) the employee's entitlement to Medicare, 4) divorce or separation, 5) end of dependent eligibility, and 6) Title XI bankruptcy.

COBRA law requires that the employer or the employer's representative send notice by mail to that person's last known address within 14 days of being notified of a qualifying event. The District's COBRA representative will send such notice. The employee must inform his/her employer of a qualifying event within 60 days. Affected persons must apply for COBRA and pay the monthly premium as directed. No employer contribution is made under COBRA.

7.2. Income Protection for All Employees Working 20 Hours Per Week or More: The District provides income protection for employees at no cost to the employee. The plan takes effect the day after all sick leave and vacation has been used and provides 66 2/3% of the employee's salary at the time of the disability, not to exceed \$9,445 monthly. Income protection is 24-hour coverage insuring any disability, sickness, or accident. The employee must be under a doctor's care but need not be hospitalized. This policy allows for the coordination of benefits from workers compensation, social security, and other payments and may total 70% of the employee's salary. Note: There is no limit to the number of sick leave days an employee may accumulate.

7.3. Liability Insurance: The District provides, at no cost to the employee, liability coverage for employees in the amount of \$2,000,000 basic coverage.

7.3.A. Comprehensive General Liability: The District purchases this type of insurance. The policy provides that the insurance company will pay on behalf of the insured all sums that the insured will become legally obligated to pay as damages because of bodily injury or property damage, and the insurance company will have the duty to defend any suit against the insured.

The Comprehensive General Liability policy consists of many pages. It is impossible to summarize the many features, benefits, and exclusions of the policy without creating the possibility of omitting something that may be very important to a particular incident. However, this policy provides sizeable liability limits for employees while performing their duties and responsibilities as employees of the District. Experts offer one caution: this policy may not provide coverage when it is unclear whether a person was acting within the scope of his/her duties as an employee of the District.

7.3.B. Board of Education Liability (Errors and Omissions): This is another kind of insurance policy purchased by the Board wherein the insurance company protects the School District and employees against liability claims that result from the administration of the School District's affairs. The policy protects against losses and expenses that occur when claims or suits are brought against the School District or employees for a "wrongful act." A "wrongful act" means an error or omission, negligence, breach of duty, misstatement, or misleading statement. This insurance excludes the following: bodily injury or property damage claims; personal injury claims consisting of libel or slander; false arrest; detention or imprisonment; malicious prosecution; wrongful entry, eviction, invasion of privacy; or dishonest acts.

7.4. Life Insurance for All Employees Working 20 Hours Per Week or More: The Board of Education provides \$5,000 worth of term life insurance to all classified employees who are participating in group health or dental insurance through the School District.

**CHAPTER VIII**  
**Other Benefits**

8.1. PayFlex Flexible Compensation: Board policy allows employees the benefit of establishing a tax-free benefits flexible spending account.

8.2. Tax-Sheltered Annuity: Board policy allows employees the benefit of payroll deduction toward a selected tax-sheltered annuity.

8.3. Retirement: Employees working 20 hours a week or more in Adams County School District 18 will participate, as required by law, in the Nebraska School Employees' Retirement System. Employees will have the current percentage of their salary deducted for state retirement effective September 1<sup>st</sup> to August 31<sup>st</sup>. The percentage is based on legislative mandates and may vary from year to year. Additional money for the retirement fund is provided by legislative appropriation and mandatory contribution from the School District. The methods for determining retirement benefits have been revised periodically by the Nebraska Legislature; therefore, each employee is encouraged to contact the Nebraska Retirement System to verify years of experience and to determine his/her particular benefit. For information write to:

Nebraska Public Employees Retirement System (NPERS)  
1526 K Street, Suite 400  
P.O. Box 94816  
Lincoln, NE 68509-4816  
Toll Free Telephone: 800-245-5712

The required enrollment form is available in the Human Resources Office located in the Administration Building, 1924 West A Street.

8.4. Social Security/Medicare: All employees in Adams County School District 18 participate, as required by law, in the federal Social Security/Medicare Program. Each employee will have the current percentage of his or her salary deducted for Social Security/Medicare. The School District will also pay the current percentage for an employer for Social Security/Medicare.

Social Security/Medicare provides disability, survivor, and retirement benefits. For further information on Social Security/Medicare benefits, contact:

Social Security Administration  
Suite 1, 115 N. Webb Road  
Grand Island, NE 68802  
1-877-407-3441

8.5. Worker's Compensation: The Adams County School District 18 provides, as required by law, workers compensation insurance on all employees who are injured in completion of their duties. Medical and hospital expenses, as well as loss of time from work, are covered at rates determined by the insurance contract.

8.6. Changes: All changes involving payroll deduction or stoppage of deductions must be submitted in writing, with the signature of the employee, to the Payroll Secretary by the 10th of the month. It should include the amount, effective date, and company and/or organization's name.

## CHAPTER IX Procedures for Hiring Classified Staff

The purpose of outlining the procedure for hiring classified personnel for Adams County School District 18 is to standardize the procedure among supervisors in the District. This procedure does not infringe upon the right of the Board of Education to effectively operate the District's schools. The procedure is consistent with the interest of the citizens and the students of the District.

9.1. Vacancies: Whenever a classified job vacancy occurs, the Human Resources Office must be notified by the employee and/or the building principal or supervisor. Should the Superintendent or designee find the vacancy essential, a vacancy notice will be sent to building principals and supervisors to be posted in locations designated by the District. Such notice may also be forwarded by e-mail to all employees in the District who have an district e-mail account. Advertisements will be made in the local media if such positions have not been advertised for within the past three months.

Employees may apply for the vacant position to the Human Resources Office. *Employees will be permitted to make only one successful application for transfer to a vacant position in any six-month period unless otherwise approved by the Superintendent or designee.* All transfer requests will be considered but are not guaranteed.

When a vacancy occurs, applications that are current in District files will be screened. Applications will be maintained in a current file in the Human Resources Office for a period of six months. If there are satisfactory applications on file, the applicants will be screened and interviewed by the administrator and/or supervisor in the specific area of the vacancy.

Building administrators and/or supervisors, upon completion of the screening process and interviews, will recommend a candidate to fill the vacant position. Should the Superintendent or designee approve, the applicant will be hired on a temporary basis, pending the outcome of a physical assessment, if required, and Board approval at the next regularly scheduled meeting of the Board of Education. The Board will have the exclusive right to consider applicants (employees and non-employees) for a vacancy and to select any one of the applicants.

9.2. Re-employment: Employees separated from the District and rehired within two years will return to the salary they were at prior to the time of separation. If there is a change in classification at the time of re-employment, proper adjustments will be made.

## **CHAPTER X**

### **Conditions of Employment**

10.1 Probationary Period: Each new employee will be considered a probationary employee for his/her first three months of continuous service.

10.2 Performance Evaluation: All classified employees will be fairly and continuously evaluated by their direct supervisor to maximize their job performance, to increase their job satisfaction, and to determine their continued employment. Continued employment, however, is not contingent upon the evaluation process described in this section. Classified employees, at any time, may be dismissed immediately when such dismissal is in the best interest of the District.

Most of the evaluative feedback an employee will receive from his/her direct supervisor will be informal, verbal, and provided as necessary. During the first three months of employment, however, a classified employee will be evaluated once, formally and in writing, by his/her direct supervisor. In addition to the evaluation provided a classified employee during his/her probationary period, each classified employee will be evaluated a second time by his/her direct supervisor, formally and in writing, while in his/her first year of employment (school or calendar). Thereafter, each classified employee will be evaluated at least once annually, formally and in writing, by his/her direct supervisor. Supervisors, however, may formally evaluate an employee at any time and as many times as they feel is necessary to promote effective performance. All evaluations of classified employees for the school year, however, must be completed by August 31 of each calendar year. The form used to provide this written evaluation will be developed and provided by Human Resources.

Each formal evaluation of an employee will be reduced to writing and discussed with the employee during an evaluation conference held between the employee and his/her direct supervisor. Written evaluations are to be signed and dated by the employee and the direct supervisor at the time of each feedback conference. An employee's signature does not indicate his/her agreement with the evaluation. It only indicates that the supervisor addressed the evaluation with him/her. Employees wishing to attach additional written documentation to his/her evaluation may do so.

10.3 Employee Discipline: Classified staff shall perform their assigned jobs, respect and follow Board policy, and obey the law.

Administrators and/or supervisors of the Hastings Public Schools may use appropriate disciplinary measures whenever a classified employee's conduct or performance is deemed inappropriate, unacceptable, or unsatisfactory. Again, as referenced above, the Board of Education recognizes that, at times, a classified employee's conduct or performance may be such that the best interests of the District will only be served by the immediate dismissal of the employee.

In working with an employee, an administrator or supervisor has many options. These may include, but are not limited to, the following:

- Counseling the employee.
- Oral reprimand of the employee.
- Written reprimand of the employee.
- Suspension with pay.
- Suspension without pay for a period not to exceed thirty (30) working days.

If a classified employee does not improve his/her performance and/or conduct after a suspension, that employee will be dismissed from the District. Whenever it becomes necessary to suspend a classified employee without pay or to discontinue a classified employee's working relationship with the Hastings Public Schools, he/she shall be advised, in writing, of the reasons for the suspension or termination. Within seven days of the receipt of the notice of suspension or termination, the

employee may appeal the decision through the administrative chain of command, ending with the Superintendent, whose decision shall be final. The suspension or termination shall be in effect during this limited appeals process.

**10.4 Personnel File:** The District will follow the requirements of state and federal law and regulation with regard to employee personnel files. Employees are to notify Human Resources of any changes in contact information (address/telephone). For a name change, provide your new social security card. Employees may contact Human Resources to request a review of their personnel file.

**10.5 Confidentiality of Protected Health Information:** It is the policy of the District to develop and implement all necessary practices, policies, and procedures to comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) where and to the extent applicable and to maintain the privacy of protected health information. The District designates the Superintendent or the Superintendent's designee as its HIPAA privacy officer. Employee records containing protected health information shall be accessible only to those who require such information to carry out their duties.

**10.6 Medical Examinations:** Medical examinations are not routinely required of all applicants or employees. However, certain minimum standards of health and physical ability are required of employees in particular job categories. If the District requires a capacity assessment and/or physical examination as a condition of employment, the assessment or exam will be conducted after an offer of employment is made, will relate to job performance capabilities, and will be required of all new employees in the same job category. The cost of the assessment or exam will be at the District's expense.

When determining an employee's fitness to return to work after an injury or illness, the District will review the information from the employee's physician and any clinical test results provided. If additional special examinations or clinical tests are deemed necessary, the District will select the physician, make arrangements for the examination, and assume responsibility for the expense associated with the additional examination or tests.

Since medical office hours are limited to the common work day, a supervisor may excuse an employee, without loss of pay, to go for a job related examination or test that cannot be scheduled during the employee's off hours.

**10.7 Role Model:** Employees serve as role models for students, and their actions and conduct reflect on the school as a whole. Employees are, in all respects, to conduct themselves in a manner supportive of the Mission and Vision of the Hastings Public Schools.

**10.8 Relationships:** It is important for employees to maintain an effective working relationship with the administration, co-workers, students, and parents. Appropriate relationships are established by extending social courtesies, following through on commitments and promises, complying with administrative directives and Board policies, being honest and consistent, and not intruding into personal matters outside the scope of duties, or gossiping or spreading rumors about others.

**10.9 Reporting Child Abuse:** Nebraska State Law and school policy mandates school officials to make a report to the proper law enforcement agency or the Department of Health and Human Services (Child Protective Services) when there is reasonable cause to believe that a child has been abused or neglected or a child is in a situation that would reasonably result in abuse or neglect.

Employees are to inform a Principal or Supervisor in the event they become aware of child abuse or neglect. Be as specific as possible with what, when, and where you observed the abuse or neglect and anything which you may have heard said by the student or others. It is vital that your report to a school official be made as accurately and as soon as possible. Timeliness in making a report will assist in minimizing further risk to the child.

Do not talk about the matter directly with the parent of the child or others, as that may violate confidentiality restrictions, affect the ability of authorities to investigate, create problems with relationships, and create legal problems. The school administration will consider your information, conduct any further investigation that is needed to justify the report, and determine whether a report to legal authority (Police or Child Protective Services) is to be made. If the person who you have reported to does not make a report to legal authority and you feel a report should be made, report the matter directly to the Superintendent. If the Superintendent does not make a report to legal authority and you still feel a report needs to be made, you are obligated to contact such legal authority on your own.

10.10 Attire: It is important for employees to project a responsible, adult image to students, parents, and co-workers. Appropriate attire and grooming is one of the means of projecting such an image. Employees are expected to maintain conservative attire and grooming when on duty. As a minimal guide, employees should not wear clothing which students would not be permitted to wear at school. Employees should wear clothing that is safe and suitable for their work assignments and avoid clothing that may be caught in machinery. The administration may establish more detailed guidelines for individual employees should that be necessary.

10.11 Outside Employment: Employees shall not perform other work or engage in activities unrelated to District employment during duty hours. In addition, employees shall not engage in employment that conflicts with their school duties. Employees are not required to notify the District of outside employment except for: (1) employees who are also employed by another Nebraska school district and (2) employees who have a work-related injury.

10.12 Use of District Computer Network and Internet: Employees have access to the District's computer network and the Internet. It is important to remember that the equipment and the software are the property of the District. At all times, employees will abide by the District's Acceptable Use Agreement and Board policy when using the District's computer network and the Internet.

10.13 Care of School Property: Employees are responsible for the proper care of all books, equipment, supplies, furniture, and vehicles supplied by the District. If an item is in need of maintenance or repair, report it to your supervisor. If you learn that a student or staff member has damaged school property or if you are responsible for damage to school property, promptly report it to your supervisor so that the item may be replaced or repaired, if possible, and appropriate responsibility for the cost of replacement or repair may be determined.

10.14 Use of School Facilities: Employees who are issued keys to the facilities of the District are expected to not lose their keys and to not allow others to have access to or to use their keys. Employees are permitted to have access to the facilities during non-school time provided their supervisor has given permission and such access is for work-related purposes. It is each employee's responsibility to assure the security of District facilities.

School property is to be used for approved work-related purposes and not for personal purposes or for personal gain or benefit. Use of school supplies, school equipment, and school postage is to be used for approved school-related purposes only.

10.15 Use of Telephone: Personal telephone calls, including cell phone calls, shall not be made or extremely limited during duty time except in the event of an emergency or when necessary to assure the employee's ability to meet their obligations to the District.

10.16 Visitors: Employees are not to have visitors on school property except on a short-term basis and with permission of their supervisor. Included in the definition of visitors are family members of the employee.

10.17 Video Surveillance: The administration has authorized the use of video cameras on District

property to ensure the health, welfare, and safety of all staff, students, and visitors to District property and to safeguard District facilities and equipment. Video cameras may be used in locations deemed appropriate by the Superintendent or designee.

Notice is hereby given that video surveillance may occur on District property. In the event a video surveillance recording captures a student, a staff member, or other building user violating school policies or rules or local, state, or federal laws, the video surveillance recording may be used in appropriate disciplinary proceedings against a student, a staff member, or a building user and may also be provided to law enforcement agencies.

10.18 Copyright Policy: It is the District's policy to follow the federal copyright law. Employees are reminded that, when using school equipment, they also must follow the federal copyright laws. For information on copyright law and "fair use," employees are to see their supervisor.

10.19 Weapon-Free Workplace: The District prohibits any employee from being in possession of a weapon at a school attendance facility, on school property, at a school-supervised activity, or at a school-sponsored function. Any employee found to be in violation of this directive shall be subject to disciplinary action, up to and including termination.

The term "weapon" means an instrument or object used, or which may be used, as a means of attack, defense, or destruction, including, without limitation:

- Any object which will, or is designed to, or may be readily converted to, expel a projectile by the action of any explosive or other means.
- The frame or receiver of any object described in the preceding example.
- Any firearm muffler or silencer.
- Any explosive, incendiary or gas (a) bomb, (b) grenade, (c) rocket, (d) missile, (e) mine, or similar device.
- Any bludgeon, sand club, metal knuckles, or throwing star.
- Any knife other than as used for work responsibilities, strictly instructional or personal care, or eating purposes.
- Any electronic device designed to discharge immobilizing levels of electricity.
- An employee may possess mace or other similar chemical agents in quantity or concentration typically designed for individual personal defensive purposes and this shall not be considered a weapon. Possession of larger quantities and/or concentrations of mace or other similar chemical agents than are typically designed for individual personal defensive purposes will be considered as possession of a weapon. Usage of mace and other similar chemical agents will be considered as usage of a weapon if the usage is found to be for non-defensive purposes. An employee who is negligent in his or her possession of mace or other similar chemical agents will be subject to disciplinary action.
- An employee may possess an item which may be considered a weapon where such item is used for work responsibilities or instructional purposes and the employee has received approval of the supervisor to possess the item, provided it is used in the manner approved and is maintained in such manner as the supervisor has directed.
- Any other object that is designed for, or intended for, use as a destructive or injurious device.

The phrase "possession of a weapon" includes, without limitation, a weapon in an employee's personal possession, as well as in an employee's motor vehicle, desk, locker, briefcase, backpack, or purse.

10.20 Security of Desks and Lockers: Offices, employee desks, lockers, file cabinets, computers, and other such storage devices are owned by the school and are to be properly cared for and maintained. Appropriate security measures should be used to protect school and personal property kept in storage devices from theft or vandalism.

The District exercises exclusive control over school property and reserves the right to search offices

and storage devices provided to, or used by, employees where permitted by law, such as where reasonable grounds exists for suspecting that a search will turn up evidence that the employee has committed work-related misconduct or that a search is necessary for a non-investigatory work-related purpose such as to retrieve a file. School-related documents or records must remain readily available to administration and other appropriate school staff. Any personal items an employee wants to keep private should be kept in a separate personal storage device, such as a briefcase, purse, or backpack.

The District is not responsible for personal property employees may bring to school. Employees are cautioned not to bring large amounts of money or items of significant value to the work place.

10.21 Safety Practices: Guidelines for safe work practices that employees should follow include, but are not limited to, the following:

- Never stand on a chair, counter, tables, etc. Only use step stools, ladders, or locking stools to stand, climb, etc., to reach high places, put things on bulletin boards, etc.
- Always wear protective equipment when required.
- Wipe up spills or report promptly to appropriate personnel. DO NOT assume someone else will do it.
- Be aware of your surroundings. Pick up clutter, keep your work area or room clean and free of clutter, debris, etc.
- Identify and report all hazards (i.e., broken equipment, broken or uneven floor surfaces, non-operating tools, windows, doors, etc.). Follow up if not repaired.
- Do not use equipment if you are not familiar with it or operate machinery without proper training.
- Do not carry heavy or bulky objects beyond your physical abilities. Get a cart, dolly, or assistance. Know how to lift properly.
- Report any injuries or medical problems to your supervisor immediately and complete the Employee Accident Report form.
- Wear seatbelts when in vehicles where provided.
- Do not do repetitive tasks for long periods of time (i.e., keyboarding, dipping cookies, cutting out things, filing, etc.). Take breaks, learn and do stretching exercises, etc.

Do not engage in "horseplay." Such conduct is a common cause of injuries and is not consistent with job duties.

## **CHAPTER XI**

### **Problem-Solving Procedure Rationale**

It will be the policy of the Hastings Public Schools to develop and practice reasonable and effective methods of resolving difficulties arising among employees. The intent is to reduce potential areas of conflict and to establish and maintain recognized channels of communication between staff and administration.

This problem-solving procedure serves to secure, at the lowest possible administrative or supervisory level, proper and equitable solutions to problems and to guarantee orderly succession of procedures within which solutions may be pursued. School employees are encouraged to ask their immediate supervisor for assistance on any matters relating to their duties. All District employees must follow these procedures in attempting to resolve problems.

A separate grievance procedure is in place for the purpose of dealing with misinterpretation, misapplication, or violation of provisions in the collective bargaining agreement with professional employees or the violation of Board policies and/or the violation of local, state, or federal law.

The specific purposes to be served by this problem-solving procedure are:

1. To ensure that a complaint is considered fairly, with all due speed, and without prejudice or reprisal to the aggrieved person.
2. To encourage employee expression regarding conditions that affect him/her.
3. To provide a specific procedure that will facilitate the understanding of District policies affecting employees.
4. To build confidence in the sincerity and integrity of the problem-solving procedure as a means to establish the facts upon which a complaint is based, a problem is stated, and a fair conclusion or solution is reached.

### **Problem-Solving Procedure**

Any employee confronted with a problem or having a complaint concerning any phase of his/her work activity or employment will use the following procedures in seeking a solution:

1. The employee should request a conference with his or her immediate supervisor for the purpose of discussing the problem. The immediate supervisor will investigate and render a decision in writing within three (3) days of receiving the complaint, unless the time is extended with the consent of the employee filing the complaint. Every effort should be made to reach an acceptable solution at this level.
2. Failing to reach a satisfactory solution at Level One, the employee should then request a meeting with the appropriate District administrator or supervisor. The administrator or supervisor is charged with investigating the problem and rendering a decision in writing within three (3) days, unless the time is extended with the consent of the employee filing the complaint.
3. If an unsatisfactory decision is rendered, the staff member may appeal, in writing, to the Superintendent. The Superintendent will review and investigate the complaint and render a written decision within five (5) days of receiving the complaint, unless the time is extended with the consent of the employee filing the complaint.
4. The final recourse is referral of the problem to the Board of Education for consideration. A decision to terminate the employment of a classified employee, however, shall not be appealed to the Board of Education (See 10.3 Employee Discipline).

**APPENDIX A**  
**Salary Range for Classified Staff**

<u>Work Classification</u>	<u>Entry Level</u> <u>Salary Range</u>
Master Plumber/HVAC	\$17.50 - \$20.90
Registered Nurse	\$17.50- \$20.90
Accompanist	\$17.50 - \$20.90
Master Mechanic	\$15.75 - \$18.80
Master Carpenter	\$14.50 - \$17.30
Technology Assistant (Classified)	\$14.50 - \$17.30
Intepreter/Translator	\$14.25 - \$17.05
Master Electrician	\$13.75- \$16.40
Licensed Practical Nurse	\$13.00- \$15.50
Bus Driver	\$11.75- \$13.40
Secretary Level V	\$11.75
Director II Secretary	
Payroll Secretary	
Grounds and Maintenance II	\$11.50
Groundskeeper	
Secretary Level IV	\$11.00
District Data Secretary	
Mechanic	\$11.00
Life Skills/Behavior Disorder Paraeducator	\$11.00
Custodian V	\$11.00
Senior High Head Day Custodian	
In-School Suspension Supervisor	\$10.50
Custodian IV	\$10.50
Middle School Head Day Custodian	
Secretary Level III	\$10.50
Senior High Head Secretary	
Custodian Level III	\$10.50
Senior High Head Night Custodian	
Secretary Level II	\$10.00
Director I Secretary	
Federal Program Secretary	
Middle School Head Secretary	
Central Office Secretary	
Custodian Level II	\$10.25
Elementary Head Custodian	
Middle School Head Night Custodian	
Custodian Level I	\$9.75
Day Custodian	
Night Custodian	
Grounds and Maintenance Level I	\$9.75
General Maintenance	
Grounds Worker	
Supply Clerk	
Secretary Level I	\$9.75
Middle School Secretary	
Senior High Secretary	
Elementary Secretary	
Receptionist	
Lead Cook/Server	\$ 9.75
Food Truck Operator	\$ 9.50
Bus Monitor	\$ 9.50

Paraeducator	\$ 9.50
Classroom Paraeducator	
Clerical Paraeducator	
Media Paraeducator	
Nurse Paraeducator	
Technology Paraeducator	
Cook/Server	\$ 9.50
Summer Help	\$ 9.00

Periodic salary increases, approved by the Board of Education, will be applied to each individual's assigned hourly wage.

Trained personnel in asbestos removal will be paid \$3.00 per hour in addition to their regular wage during mask-time removal.

### **Classified Employees with Salaried Positions**

Salaries for the following work classifications are determined each year based upon the percentage increase provided to all classified employees:

- Custodial Supervisor
- District Accountant
- Executive Secretary to the Superintendent
- Food Service Supervisor (District)
- Foundation Executive Director
- Learned Professional
- Maintenance Supervisor
- School/Community Liaison
- Technology/Data Coordinator
- Technology Facilitator
- Transportation Coordinator

## APPENDIX B

### Smoke-free Facilities

It shall be the policy of the Hastings Public Schools that all uses of tobacco and tobacco products, including smokeless tobacco, will be prohibited within the District's facilities and the property owned by the District.

At no time will the use of tobacco and tobacco products be permitted in classrooms, corridors, restrooms, locker rooms, work areas, cafeterias, offices, faculty lounges, gymnasiums, or other rooms located within the District's facilities.

It shall further be the policy of the Hastings Public Schools that the use of tobacco or tobacco products, including smokeless tobacco, will be prohibited in all vehicles owned, leased, or operated by the District.

District employees and students enrolled in the District's schools will not be permitted to use tobacco or tobacco products, including smokeless tobacco, while they are participants in any class or activity in which they represent the Hastings Public School District.

It is the intention of the Board of Education that this policy will become effective on August 1, 2011. It shall apply to all employees of the Hastings Public Schools, to all students enrolled in the Hastings Public Schools, to all visitors, to employees of agencies who work with students and/or employees of the Hastings Public Schools, to spectators at various contests and activities, and to all other persons who are authorized to be in the District's facilities or on property owned by the District.

On or before August 1, 2011, signs will be posted throughout the District's facilities and property to notify students, employees, and all other persons visiting the school that the use of tobacco and tobacco products is forbidden.

Legal Reference:	R.R.S. 71-5702 71-5704 71-5707	Clean Indoor Act, Purpose Public Place, Define Smoking, Designated Areas; Exception
Cross Reference:	1006.01	Community Use of School District Buildings, Sites, and Equipment

## APPENDIX C

### Drug-Free School and Community

It will be the policy of the Hastings Public Schools to provide an employment and learning environment that is safe and provides appropriate motivation to ensure a creative and productive work force and student body. To this end, the District unequivocally endorses the philosophy that the schools should be free from the detrimental effects of illicit drugs and alcohol.

#### STANDARDS OF CONDUCT

It is absolutely prohibited for any employee of the District to engage in the possession, use, or distribution of alcohol or illicit drugs on school premises or as a part of any of the school's activities or for any employee to be under the influence of alcohol or illicit drugs while on school premises or while attending any school activity.

#### DEFINITIONS

1. "Illicit drugs" will mean, but not be limited to, any substance which is declared by the State of Nebraska or any other applicable law to be a controlled substance, except this term will not be applied to a controlled substance which is used or possessed pursuant to a lawful prescription.
2. "School premises" will mean any property whether owned, leased, or in any other manner under the control of the Board of Education of the District.
3. "As a part of any of the school's activities" will mean any activity or enterprise, carried out in whole or in part, under the auspices of the District.
4. "Under the influence of alcohol or illicit drugs" will mean a person who has, prior to coming to the school premises or a school activity, used alcohol or illicit drugs in a manner such that the presence of the alcohol or illicit drug can be detected in the individual's body through the performance of available tests.

#### PROCEDURES

1. All employees and each new employee will receive a copy of this policy.
2. Each employee will acknowledge, in writing, receipt of a copy of this policy and such acknowledgment will constitute the employee's acknowledgment of the following: (a) that the District's policy of absolutely prohibiting conduct as set forth in this policy (Policy No. 404.08); (b) that serious sanctions can and will be taken against an employee, to and including termination of employment and referral for prosecution for any failure to comply with the above-stated standards of conduct; (c) that such compliance is mandatory; (d) that this policy is adopted pursuant to P.L. 101-226, 34 C.F.R., Part 86, and other applicable statutes; and (e) that failure to comply with such federal requirements may put the District's receipt of federal funds in jeopardy.
3. In the event the employee does not understand the terms and conditions of this policy, it will be the duty of the employee to ask for such points of clarification by the Superintendent of Schools or his/her designee at the time this policy is distributed to the employee. If no question is directed by an employee to the Superintendent of Schools or his/her designee, it will be the legal position of the District that the employee has understood and will abide by this policy.

4. In the event of any noncompliance by any employee with this policy, it will be the duty of the Superintendent of Schools or his/her designee to inform any employee not in compliance about any drug and alcohol counseling and rehabilitation and re-entry programs that are available to employees within fifty (50) miles of the administrative offices of the District. If no such programs are available within fifty (50) miles, then such other programs as may exist in the State of Nebraska will be made known to such employees. The Superintendent or his/her designee will maintain a list of such available services and will, from time to time, update such a list.
5. Sanctions which may be taken against an employee for noncompliance with this policy may be any one or more of the following:
  - a. Counseling.
  - b. An oral reprimand.
  - c. A written reprimand.
  - d. Suspension with pay.
  - e. Suspension without pay.
  - f. Termination of employment.
  - g. Cancellation of employment.
  - h. Non-renewal of employment.
  - i. Referral to appropriate authorities for criminal prosecution.
  - j. Mandatory enrollment in inpatient care or otherwise as a term or condition to any continuing employment by the District.
  - k. Mandatory enrollment in any training programs that are, or may be, provided by the District or others relating to any of the activities prohibited by this policy.
6. Disciplinary action sought to be imposed by the Superintendent or his/her designee shall be carried out in accordance with the established policies of the District and applicable law. However, nothing in this policy shall be construed to vest any right in any employee beyond that required by law; and the manner in which each case shall be handled shall be in the sole discretion of the Superintendent or his/her designee subject to the Superintendent's approval, provided only that such action shall be carried out within the bounds of applicable law.
7. Conviction of an employee of the District of any criminal statute relating to the unlawful use, possession, or distribution of any controlled substance or alcohol may result in disciplinary action being taken against such employee. When such conviction shall come to the attention of the Superintendent or other official of the District, any employee convicted as above described may be disciplined in any manner provided by statute, the contract of the employee, any existing policy of the District, or any other applicable body of law. As used herein, "applicable body of law" shall mean, but shall not be limited to, state and federal statutes, state and federal regulations, and any applicable case law.
8. As a concurrent requirement to the disciplinary action that may be carried out against an employee as referred to in paragraph 5, the District, by and through its Superintendent or his/her designee, may require the employee to successfully finish a drug abuse program. As used herein, the term "drug abuse program" shall mean a drug abuse program sponsored by an approved private or governmental institution. The Superintendent or his/her designee may require the employee to provide written documentation satisfactory to the Superintendent or his/her designee that the employee has successfully finished such program. If aftercare is recommended by such institution, then the Superintendent or his/her designee may require the employee to enroll in such aftercare program and to participate in a manner satisfactory to the provider of such aftercare program. The Superintendent or his/her designee may require an employee to participate in aftercare in the same manner and under the same terms as may

be required by the Superintendent or his/her designee. The Superintendent or his/her designee may require ongoing reporting of such participation as a term and condition of continuing employment by such employee of the District.

9. It shall be the policy of the District to require an employee who has been charged or convicted of a violation of any statute as hereinafter referred to in this policy to report such charge or conviction to the Superintendent or his/her designee. Any information received pursuant to this policy may be used in any lawful manner. Any employee having concerns about an admission hereunder constituting self-incrimination shall bear the burden of seeking his/her own legal advice regarding any such potential self-incrimination.

## APPENDIX D

### Americans With Disabilities Act

#### Jurisdiction

The Americans With Disabilities Act of 1990 (ADA) provides that "no qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any such entity." The regulations provide that public entities with 50 or more employees are required to designate an ADA Specialist to oversee Title II compliance and to develop a grievance procedure.

#### Designation of ADA Specialist

The Superintendent or his/her designee is hereby designated as the District's ADA Coordinator for employees. The ADA Coordinator shall be responsible to coordinate the District's efforts to comply with and carry out its responsibilities under the ADA, including any investigation of complaints communicated to the ADA Coordinator alleging the District's non-compliance with the ADA or alleging any actions that would be prohibited by the ADA.

#### Grievance Procedure

The following grievance procedure shall be used for the resolution of complaints of alleged violations of the ADA or Section 504:

1. Complaints shall be filed with the ADA and Section 504 Coordinator. Complaints shall be made in writing, unless the Complainant's disability prevents such, in which event the Complaint can be made verbally;
2. Complaints shall set forth: (a) the name of the Complainant, (b) the address and telephone number or other such information sufficient to enable the Coordinator to contact the Complainant, (c) a brief description of the alleged violation, and (d) the relief requested by the Complainant.
3. Complaints shall be investigated by the Coordinator or the Coordinator's designee. Investigations shall be thorough, but informal, and the Complainant shall be given a full opportunity to submit evidence relevant to the complaint.
4. The Coordinator shall make a decision on the Complaint within thirty (30) days of the filing of the Complaint, unless such time period is extended by agreement of the Complainant. The decision shall be made in writing, shall set forth the Coordinator's proposed resolution of the Complaint, and shall be forwarded to the Complainant.
5. The Complainant shall have ten (10) days from the date the Coordinator's decision is sent to the Complainant to accept or reject the Coordinator's proposed resolution, and shall be deemed to have accepted the proposed resolution unless the Complainant rejects the proposed resolution within such time period. In the event the Complainant rejects the proposed resolution, the Complainant shall be given the opportunity to file a request for reconsideration within the ten (10) days from the date the Coordinator's decision is sent to the Complainant. The request for reconsideration shall be filed with the Coordinator. The Coordinator shall consider any additional information provided in the request for reconsideration and make a decision on the request for reconsideration with ten (10) days after the request for reconsideration was filed.

#### Records of Grievances

A separate and confidential file shall be maintained in the Human Resource Office of the District on each grievance entered under provisions of this policy. The file shall be under the supervision of the Superintendent or his/her designee.

All written material, documents, tape recordings, decisions, and/or other related items pertaining to such grievance shall be kept in said file and shall not be open to any person except the parties to the grievance, the Superintendent, the Coordinator, or the Board. Access to the grievance file will be made upon approval of the Superintendent following a written request from the person desiring such access.

Said file on each grievance shall be destroyed by the Superintendent or his/her designee at such time as the statute of limitations pertaining to civil or criminal action which may be filed by any party to the grievance has expired, provided the laws of the State of Nebraska, in effect at the time of the destruction of said records, allow for said record destruction and, provided, the provisions of said laws are observed by the Superintendent.

## APPENDIX E

### Family and Medical Leave Act of 1993

Policy 404.10

Page 1 of 2

#### **FAMILY AND MEDICAL LEAVE – ALL EMPLOYEES**

Family and medical leaves shall be allowed under the terms and conditions of the Family and Medical Leave Act of 1993 (FMLA) as amended.

The “leave year” for purposes of the FMLA shall be a “rolling” twelve-month period, measured backward from the date of any FMLA leave usage.

Substitution of accrued paid leaves for otherwise unpaid FMLA leaves will be required. The employee will have paid leave run concurrently with unpaid FMLA leave entitlement, provided the employee meets applicable requirements of the leave policy.

Employees shall be required to submit medical certifications to support a request for FMLA leave because of a serious health condition, or a sick leave, when such leave is for a duration in excess of five (5) successive days, and in such other cases as deemed appropriate by the Superintendent or the Board based on the nature of the illness or other circumstances surrounding the leave. Second and third medical opinions may, in the Superintendent or the Board's discretion, be required. Employees shall be required to report periodically, at such times as requested by the Superintendent or the Board, on their intent to return to work from FMLA leaves and other leaves. Employees shall be required to submit a fitness-for-duty certification from their health care provider as a condition of returning to work from a FMLA leave taken because of the employee's serious health condition, or from a sick leave taken by reason of the employee's illness, when such leave was of a duration in excess of five (5) successive days, and upon request of the Superintendent or the Board when such is deemed appropriate by the Superintendent or the Board based upon the nature of the illness or other circumstances surrounding the leave.

An “equivalent position” for FMLA restoration purposes shall, in the case of certificated employees, be any administrative, teaching, or instruction related position for which the employee is qualified by reason of endorsement, college preparation, experience, or other indicia; in the case of coaching or other similar extracurricular duty assignments, be any extracurricular duty assignment, and in the case of other employees or positions, be in a position with or at equivalent pay, benefits, and working conditions, involving similar or related duties, as determined by the Superintendent or the Board.

The documents provided in response to the Family Medical Leave Act (FMLA) regulations are:

1. FMLA Leave Application
2. Notice of Eligibility and Rights and Responsibilities – Rolling Year
3. Designation Notice

4. Certification of Health Care Provider for Employee's Serious Health Condition
5. Certification of Health Care Provider for Family Member's Serious Health Condition
6. Certification of Qualifying Exigency for Military Family Leave
7. Family Military Leave Certification for Serious Injury of Servicemember

Legal Reference: 29 USC §§ 2611 to 2618 and  
29 CFR Part 82

Approved: 9/18/17

Reviewed

Revised

HASTINGS PUBLIC SCHOOLS

Employee Name: \_\_\_\_\_ Title/Position: \_\_\_\_\_

Building/Dept: \_\_\_\_\_ Supervisor: \_\_\_\_\_

**FMLA Leave Requested** From Date: \_\_\_\_\_ Return Date: \_\_\_\_\_

Hire Date: \_\_\_\_\_

If leave is requested on an intermittent or reduced leave schedule, describe the requested leave schedule: \_\_\_\_\_.

**Reason for Leave Request** (check and complete as appropriate):

1. \_\_\_\_\_ For birth of a son or daughter, and to care for the newborn child.  
Expected date of birth: \_\_\_\_\_ Actual date of birth: \_\_\_\_\_
2. \_\_\_\_\_ For placement with the employee of a son or daughter for adoption or foster care.  
Date of placement: \_\_\_\_\_
3. \_\_\_\_\_ To care for the employee's spouse, son or daughter, or parent with a serious health condition.  
Name of family member: \_\_\_\_\_  
Describe reason employee needs to provide the care and the nature of the care:  
\_\_\_\_\_
4. \_\_\_\_\_ Because of a serious health condition that makes the employee unable to perform the functions of the employee's job.  
Briefly describe condition and job functions that employee is unable to perform:  
\_\_\_\_\_
5. \_\_\_\_\_ Because of a qualifying exigency arising out of the fact that the employee's spouse, son or daughter, or parent is a covered military member on active duty (or has been notified of an impending call or order to active duty) in support of a contingency operation.  
Name and relationship of family member: \_\_\_\_\_  
Describe the qualifying exigency: \_\_\_\_\_
6. \_\_\_\_\_ To care for a covered service member with a serious injury or illness if the employee is the spouse, son, daughter, parent, or next of kin of the service member.  
Name and relationship of family member: \_\_\_\_\_  
Describe reason employee needs to provide the care and the nature of the care:  
\_\_\_\_\_

I certify that the above information given by me is correct and that I have read the foregoing and understand my rights under the FMLA.

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

**Appendix F**

**HASTINGS PUBLIC SCHOOLS**

**MEMORANDUM**

**TO:** \_\_\_\_\_  
Name of Employee

**FROM:** \_\_\_\_\_  
Name of Supervisor

**RE:** Compensatory Time

The above named employee worked \_\_\_\_\_ overtime hours beyond 40 hours and beyond their normally scheduled work time during the week of \_\_\_\_\_.

By mutual agreement, this employee will be paid this overtime with compensatory time. The amount of compensatory time owed this employee is \_\_\_\_\_ (number of overtime hours X 1.5).

This compensatory time will be paid back at a time mutually agreed to as long as this time does not disrupt the operation of the school or the District.

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor Signature

\_\_\_\_\_  
Date

**Compensatory Time Provided and Used:**

\_\_\_\_\_  
Supervisor's Initials      \_\_\_\_\_  
Date

\_\_\_\_\_  
Employee's Initials      \_\_\_\_\_  
Date

**A copy of this memorandum is to be kept by the employee and the supervisor. Once the compensatory time has been used, the supervisor's copy is to be completed and sent to Human Resources.**

## APPENDIX G

### State and Federal

#### Section 1 Notice of Nondiscrimination

Hastings Public Schools does not discriminate on the basis of race, color, national origin, sex, marital status, disability, religion, or age in admission or access to, or treatment of employment, in its programs and activities. The Coordinator listed in Section 2 has been designated to handle inquiries regarding complaints, grievance procedures or the application of these policies of nondiscrimination.

Local complaint or grievance procedures are provided for by the District and set forth in this handbook. If an employee does not feel that a complaint of nondiscrimination has been satisfactorily resolved at the school level, the employee may file a complaint with the appropriate federal or state agency. Complaints are to be filed with the regional Department of Education, Office for Civil Rights where the complaint relates to Title IX (discrimination, harassment or lack of equity based on gender), Title VI (discrimination or harassment based on race, color, or national origin) or Section 504 (discrimination, harassment or failure to accommodate a disability). Complaints are to be filed with the regional U.S. Equal Employment Opportunity Commission (EEOC) if the complaint relates to Title VII (discrimination or harassment based on race, color, gender, national origin, or religion), the Americans with Disabilities Act (discrimination, harassment or failure to accommodate a disability), or the Age Discrimination in Employment Act (discrimination based on age). The contact information for the OCR and the EEOC in this regard are:

Office for Civil Rights  
8930 Ward Parkway  
Suite 2037  
Kansas City, MO 64114  
816-268-0550  
FAX: 816-823-1404; TDD: 800-437-0833

The U.S. Equal Employment Opportunity Commission (EEOC)  
1801 L Street, N.W.  
Washington, D.C. 20507  
(800) 669-4000; TDD: (800) 669 6820

#### Section 2 Coordinator

Any employee having inquiries concerning the District's compliance with anti-discrimination laws or policies or other programs (Title VI, Title IX, Section 504, etc.) should contact or notify the following person who is designated as the coordinator for such laws, policies or programs. The contact address for the Coordinator is: Superintendent, Hastings Public Schools, 1924 West A Street, Hastings, NE 68901 (402) 461-7511.

#### Section 3 Anti-discrimination and Harassment Policy

##### Elimination of Discrimination

The Hastings Public Schools hereby gives this statement of compliance and intent to comply with all state and federal laws prohibiting discrimination or harassment and requiring accommodations. This school district intends to take necessary measures to assure compliance with such laws against any prohibited form of discrimination or harassment or which require accommodations.

##### Preventing Harassment and Discrimination

Purpose: Hastings Public Schools is committed to offering employment and educational opportunity to its employees and students in a climate free of discrimination. Accordingly, unlawful discrimination

or harassment of any kind by administrators, employees, co-workers, students or other persons is prohibited. In addition, the District will try to protect employees and students from reported discrimination or harassment by non-employees or others in the work place and educational environment.

For purposes of this policy, discrimination or harassment based on a person's race, color, national origin, sex, marital status, disability, religion or age is prohibited. The following are general definitions of what might constitute prohibited harassment.

In general, ethnic or racial slurs or other verbal or physical conduct relating to a person's race, color, religion, disability or national origin constitute harassment when they unreasonably interfere with the person's work performance or create an intimidating work, instructional or educational environment.

Age harassment (40 years of age and higher) has been defined by federal regulations as a form of age discrimination. It can consist of demeaning jokes, insults or intimidation based on a person's age.

Sexual harassment is defined by federal and state regulations as a form of sex discrimination. It can consist of unwelcome sexual advances, requests for sexual favors, or physical or verbal conduct of a sexual nature by supervisors or others in the work place, classroom or educational environment. Sexual harassment may exist when:

- Submission to such conduct is either an explicit or implicit term and condition of employment or of participation and enjoyment of the school's programs and activities;
- Submission to or rejection of such conduct is used or threatened as a basis for employment related decisions, such as promotion, performance, evaluation, pay adjustment, discipline, work assignment, etc., or school program or activity decisions, such as admission, credits, grades, school assignments or playing time;
- The conduct has the purpose or effect of unreasonably interfering with an individual's work or educational performance or creating an intimidating, hostile, or offensive working, classroom or educational environment.

Sexual harassment may include explicit sexual propositions, sexual innuendo, suggestive comments, sexually oriented "kidding" or "teasing", "practical jokes", jokes about gender-specific traits, foul or obscene language or gestures, displays of foul or obscene printed or visual material, and physical contact, such as patting, pinching or brushing against another's body.

Employees should initially report all instances of discrimination or harassment to their immediate supervisor. However, if the employee is uncomfortable in presenting the problem to the supervisor, or if the supervisor is a part of the problem, the employee is encouraged to go to the next level of supervision or to the Coordinator referred to in Section 2 of Appendix G.

#### **Section 4      Confidentiality of Protected Health Information**

It is the policy of the District to develop and implement all necessary practices, policies, and procedures to comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) where and to the extent applicable and to maintain the privacy of protected health information (PHI), as that term is defined by HIPAA, that it receives, obtains, or transmits for employees and students. The District designates the Superintendent as its HIPAA privacy officer. Employee records containing PHI shall be accessible only to those who require such information to carry out their duties.

**CLASSIFIED EMPLOYEE HANDBOOK  
ACKNOWLEDGEMENT**

I have received the **Classified Employee Handbook**. I understand the Classified Employees Handbook is designed to provide certain Hastings Public School employees, and their supervisors, with some of the significant policies and/or rules that govern my employment. I understand the information provided by the Classified Employees Handbook shall not infringe upon the right of the Administration or the Board of Education to effectively operate the District's schools.

Print Name: \_\_\_\_\_

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

Please return this portion of the Classified Employee Handbook to the Office of Human Resources as directed.