

## 4040

### Employment Terms for Classified Staff

Each position listed below shall be hired by the superintendent on the terms below unless otherwise addressed through an employment contract.

**Maintenance Personnel, Electrician, HVAC Specialist, Mechanic, Grounds, Custodian, Central Office Support Personnel (Includes positions of Technology Assistant, Systems Administrator, Network Manager, Administrative Assistant, and Business Office), 12-month Building Administrative Assistant**

- At-will employment
- Employed on a 12-month basis, 40 hours per week, unless otherwise specified in employment agreement (all leaves and benefits shall be prorated based upon work schedule if employee is scheduled fewer than 12-months per year or 40 hours per week)
- Pay rate as determined by board
- Provided appropriate level of full coverage health insurance.
- Provided employee only coverage dental insurance. If both spouses work in the district, full family dental will be provided.
- Provided long-term disability insurance under same terms as those offered to teachers under negotiated agreement
- Allowed 10 days annual paid vacation; employee may carry forward any unused, accrued days; if any unused, accrued days are carried forward, employee shall receive additional vacation days for the next employment term to bring the total accrued vacation days to 10; no additional vacation days shall be granted beyond the 10 day accrual cap. Upon the sixth year of continuous employment, employee shall receive 15 days of vacation under the same accrual rules stated above. Upon the tenth year of continuous employment, employee shall receive 18 days of vacation under the same accrual rules stated above. All vacation requests shall be submitted at least 3 days in advance and are subject to approval of the administrator in charge. Employee shall receive compensation for unused days upon severance at established hourly rate and work hours. If employment is severed for any reason and the employee is later rehired, years of service for purpose of granting vacation days is reset to zero upon rehire.
- Employee shall be eligible for two (2) days of paid personal leave per year, cumulative to four (4). Employees who have three (3) or four (4) personal days remaining at the end of any contract year will not accrue more than is necessary to bring their total back to four (4). If an employee has four (4) personal days remaining, the employee will not receive any additional days the following contract year. If an employee has three (3) personal days remaining, the employee will only be given one (1) additional day to bring the employee's total to the maximum accumulated amount of four (4) days. Payment upon severance for up to the maximum of four (4) accumulated personal days shall be at the employee's daily rate of pay.

- Ten (10) paid sick leave days per year and may carry over to the following contract year no more than sixty-five (65) accumulated days. All accumulated sick leave may be used for absences due to illness, injury, or disability of the employee or members of his/her immediate family when such illness, injury, or disability requires the presence of the employee. Sick leave may also be used for medical and dental appointments or referrals that cannot be scheduled outside contract time for the employee or members of his/her immediate family.

“Immediate family” shall mean:

- Spouse or domestic partner; and your or your spouse’s or domestic partner’s:
  - Children, step-children, or foster children;
  - Brother, step-brother, sister, or step-sister;
  - Brother or sister-in-law;
  - Parent, step-parent, or guardian;
  - Grandparent;
  - Grandchild;
  - Aunt or uncle;
  - First cousin;
  - Niece or nephew;
  - Son-in-law or daughter-in-law;
  - A “qualifying child” or “qualifying relative” as those terms are defined by the Internal Revenue Service.

“Domestic partner” shall mean a person of the same or opposite sex who: has shared the same regular and permanent residence with you for at least 3 months and has the current intent of doing so indefinitely; is at least 19 years of age; is not married to another person; is not related by blood closer than would bar marriage in Nebraska; and is financially interdependent or jointly responsible for basic living expenses. The superintendent or his/her designee may require verification of the illness, injury, or disability from the health care provider for any sick leave request exceeding five (5) days. Employee shall not receive compensation for unused sick days upon severance. If employment is severed for any reason and the employee is later rehired, no previously accrued days sick leave shall be given upon rehire.

- Bereavement leave shall be granted for up to four (4) days plus reasonable travel time for each death of immediate family as defined under the Paid Sick Leave provision. One (1) additional bereavement day may be used annually in the event of the death of any person, including but not limited to, immediate family.
- Allowed 10 Paid holidays to include Labor Day, Thanksgiving, Day after Thanksgiving, Christmas Day, New Year’s Day, the Fourth of July and Memorial Day and 3 floating holidays to be taken on non-student days
- In the event school is canceled, and the employee is unable to work, he/she will utilize vacation or personal leave or receive no compensation. In the

event of a school cancellation(s), the employee may convert one accrued sick leave day to one day of personal leave for said cancellation(s).

### **10-month Building Administrative Assistant**

- At-will employment
- Employed on a 10-month basis, 40 hours per week, unless otherwise specified in employment agreement (all leaves and benefits shall be prorated based upon work schedule if employee is scheduled fewer than 10-months per year or 40 hours per week)
- Pay rate as determined by board
- Provided employee only health insurance for 10 months; employee is responsible for 2 months of premium cost
- Provided employee only coverage dental insurance for 10 months; employee is responsible for 2 months of premium cost
- Provided long-term disability insurance under same terms as those offered to teachers under negotiated agreement
- Ten (10) paid sick leave days per year and may carry over to the following contract year no more than sixty-five (65) accumulated days. All accumulated sick leave may be used for absences due to illness, injury, or disability of the employee or members of his/her immediate family when such illness, injury, or disability requires the presence of the employee. Sick leave may also be used for medical and dental appointments or referrals that cannot be scheduled outside contract time for the employee or members of his/her immediate family.

“Immediate family” shall mean:

- Spouse or domestic partner; and your or your spouse’s or domestic partner’s:
  - Children, step-children, or foster children;
  - Brother, step-brother, sister, or step-sister;
  - Brother or sister-in-law;
  - Parent, step-parent, or guardian;
  - Grandparent;
  - Grandchild;
  - Aunt or uncle;
  - First cousin;
  - Niece or nephew;
  - Son-in-law or daughter-in-law;
  - A “qualifying child” or “qualifying relative” as those terms are defined by the Internal Revenue Service.

“Domestic partner” shall mean a person of the same or opposite sex who: has shared the same regular and permanent residence with you for at least 3 months and has the current intent of doing so indefinitely; is at least 19 years of age; is not married to another person; is not related by blood closer than would bar marriage in Nebraska; and is financially interdependent or jointly responsible for basic living expenses. The

superintendent or his/her designee may require verification of the illness, injury, or disability from the health care provider for any sick leave request exceeding five (5) days. Employee shall not receive compensation for unused sick days upon severance. If employment is severed for any reason and the employee is later rehired, no previously accrued days sick leave shall be given upon rehire.

- Bereavement leave shall be granted for up to four (4) days plus reasonable travel time for each death of immediate family as defined under the Paid Sick Leave provision. One (1) additional bereavement day may be used annually in the event of the death of any person, including but not limited to, immediate family.
- Employee shall be eligible for two (2) days of paid personal leave per year, cumulative to four (4). Employees who have three (3) or four (4) personal days remaining at the end of any contract year will not accrue more than is necessary to bring their total back to four (4). If an employee has four (4) personal days remaining, the employee will not receive any additional days the following contract year. If an employee has three (3) personal days remaining, the employee will only be given one (1) additional day to bring the employee's total to the maximum accumulated amount of four (4) days. Payment upon severance for up to the maximum of four (4) accumulated personal days shall be at the employee's daily rate of pay.
- Unless otherwise directed by supervisor, in the event of school closure due to weather or other emergency, employee will not work. The employee may utilize personal leave or receive no compensation. In the event of a school cancellation(s), the employee may convert one accrued sick leave day to one day of personal leave for said cancellation(s).

### **Food Service Director**

- At-will employment; supervised by superintendent
- Employed on a 12-month basis, salaried, exempt under FLSA
- Salary as determined by board
- Provided appropriate level of full coverage health insurance.
- Provided employee only coverage dental insurance. If both spouses work in the district, full family dental will be provided.
- Provided long-term disability insurance under same terms as those offered to teachers under negotiated agreement
- Allowed 20 days annual paid vacation; employee may carry forward any unused, accrued days; if any unused, accrued days are carried forward, employee shall receive additional vacation days for the next employment term to bring the total accrued vacation days to 20; no additional vacation days shall be granted beyond the 20 day accrual cap
- Ten (10) paid sick leave days per year and may carry over to the following contract year no more than sixty-five (65) accumulated days. All accumulated sick leave may be used for absences due to illness, injury, or disability of the employee or members of his/her immediate family when such illness, injury, or disability requires the presence of the employee. Sick

leave may also be used for medical and dental appointments or referrals that cannot be scheduled outside contract time for the employee or members of his/her immediate family.

“Immediate family” shall mean:

- Spouse or domestic partner; and your or your spouse’s or domestic partner’s:
  - Children, step-children, or foster children;
  - Brother, step-brother, sister, or step-sister;
  - Brother or sister-in-law;
  - Parent, step-parent, or guardian;
  - Grandparent;
  - Grandchild;
  - Aunt or uncle;
  - First cousin;
  - Niece or nephew;
  - Son-in-law or daughter-in-law;
  - A “qualifying child” or “qualifying relative” as those terms are defined by the Internal Revenue Service.

“Domestic partner” shall mean a person of the same or opposite sex who: has shared the same regular and permanent residence with you for at least 3 months and has the current intent of doing so indefinitely; is at least 19 years of age; is not married to another person; is not related by blood closer than would bar marriage in Nebraska; and is financially interdependent or jointly responsible for basic living expenses. The superintendent or his/her designee may require verification of the illness, injury, or disability from the health care provider for any sick leave request exceeding five (5) days.

- Bereavement leave shall be granted for up to four (4) days plus reasonable travel time for each death of immediate family as defined under the Paid Sick Leave provision. One (1) additional bereavement day may be used annually in the event of the death of any person, including but not limited to, immediate family.
- Allowed 10 Paid holidays to include Labor Day, Thanksgiving, Day after Thanksgiving, Christmas Day, New Year’s Day, the Fourth of July and Memorial Day and 3 floating holidays to be taken on non-student days

### **21<sup>st</sup> Century Learner Project (Academy and Multiple Choices) Director**

- At-will employment; supervised by superintendent
- Employed on a 215-day contract, salaried, exempt under FLSA
- Salary as determined by board
- Health Insurance is offered to the employee at the sole cost of the employee to be paid by payroll deduction
- Dental insurance is offered to the employee at the sole cost of the employee to be paid by payroll deduction
- Employee shall be eligible for two (2) days of paid personal leave per year, cumulative to four (4). Employees who have three (3) or four (4) personal

days remaining at the end of any contract year will not accrue more than is necessary to bring their total back to four (4). If an employee has four (4) personal days remaining, the employee will not receive any additional days the following contract year. If an employee has three (3) personal days remaining, the employee will only be given one (1) additional day to bring the employee's total to the maximum accumulated amount of four (4) days. Payment upon severance for up to the maximum of four (4) accumulated personal days shall be at the employee's daily rate of pay.

- Ten (10) paid sick leave days per year and may carry over to the following contract year no more than sixty-five (65) accumulated days. All accumulated sick leave may be used for absences due to illness, injury, or disability of the employee or members of his/her immediate family when such illness, injury, or disability requires the presence of the employee. Sick leave may also be used for medical and dental appointments or referrals that cannot be scheduled outside contract time for the employee or members of his/her immediate family.

"Immediate family" shall mean:

- Spouse or domestic partner; and your or your spouse's or domestic partner's:
  - Children, step-children, or foster children;
  - Brother, step-brother, sister, or step-sister;
  - Brother or sister-in-law;
  - Parent, step-parent, or guardian;
  - Grandparent;
  - Grandchild;
  - Aunt or uncle;
  - First cousin;
  - Niece or nephew;
  - Son-in-law or daughter-in-law;
  - A "qualifying child" or "qualifying relative" as those terms are defined by the Internal Revenue Service.

"Domestic partner" shall mean a person of the same or opposite sex who: has shared the same regular and permanent residence with you for at least 3 months and has the current intent of doing so indefinitely; is at least 19 years of age; is not married to another person; is not related by blood closer than would bar marriage in Nebraska; and is financially interdependent or jointly responsible for basic living expenses. The superintendent or his/her designee may require verification of the illness, injury, or disability from the health care provider for any sick leave request exceeding five (5) days.

- Bereavement leave shall be granted for up to four (4) days plus reasonable travel time for each death of immediate family as defined under the Paid Sick Leave provision. One (1) additional bereavement day may be used annually in the event of the death of any person, including but not limited to, immediate family.

## School Nurse

- 185-day contract, salaried, exempt under FLSA. Summer employment may be offered depending on the needs of the district; summer wages will be paid at an hourly rate. The district reserves the right to schedule School Nurse for summer employment.
- Pay rate as determined by board
- Provided appropriate level of full coverage health insurance
- Provided employee only coverage dental insurance. If both spouses work in the district, full family dental will be provided.
- Provided long-term disability insurance under same terms as those offered to teachers under negotiated agreement
- No annual paid vacation days are granted for this position
- Ten (10) paid sick leave days per year and may carry over to the following contract year no more than sixty-five (65) accumulated days. All accumulated sick leave may be used for absences due to illness, injury, or disability of the employee or members of his/her immediate family when such illness, injury, or disability requires the presence of the employee. Sick leave may also be used for medical and dental appointments or referrals that cannot be scheduled outside contract time for the employee or members of his/her immediate family.

“Immediate family” shall mean:

- Spouse or domestic partner; and your or your spouse’s or domestic partner’s:
  - Children, step-children, or foster children;
  - Brother, step-brother, sister, or step-sister;
  - Brother or sister-in-law;
  - Parent, step-parent, or guardian;
  - Grandparent;
  - Grandchild;
  - Aunt or uncle;
  - First cousin;
  - Niece or nephew;
  - Son-in-law or daughter-in-law;
  - A “qualifying child” or “qualifying relative” as those terms are defined by the Internal Revenue Service.

“Domestic partner” shall mean a person of the same or opposite sex who: has shared the same regular and permanent residence with you for at least 3 months and has the current intent of doing so indefinitely; is at least 19 years of age; is not married to another person; is not related by blood closer than would bar marriage in Nebraska; and is financially interdependent or jointly responsible for basic living expenses. The superintendent or his/her designee may require verification of the illness, injury, or disability from the health care provider for any sick leave request exceeding five (5) days. Employee shall not receive compensation for unused sick days upon severance. If employment is severed for any

reason and the employee is later rehired, no previously accrued days sick leave shall be given upon rehire.

- Bereavement leave shall be granted for up to four (4) days plus reasonable travel time for each death of immediate family as defined under the Paid Sick Leave provision. One (1) additional bereavement day may be used annually in the event of the death of any person, including but not limited to, immediate family.
- No paid holidays are granted for this position.
- Employee shall be eligible for two (2) days of paid personal leave per year, cumulative to four (4). Employees who have three (3) or four (4) personal days remaining at the end of any contract year will not accrue more than is necessary to bring their total back to four (4). If an employee has four (4) personal days remaining, the employee will not receive any additional days the following contract year. If an employee has three (3) personal days remaining, the employee will only be given one (1) additional day to bring the employee's total to the maximum accumulated amount of four (4) days. Payment upon severance for up to the maximum of four (4) accumulated personal days shall be at the employee's daily rate of pay.

#### **Athletic Trainer**

- At-will employment
- Athletic Trainer is employed under a 260-day salary contract, exempt under FLSA.
- Pay rate as determined by board
- Provided appropriate level of full coverage health insurance
- Provided employee only coverage dental insurance. If both spouses work in the district, full family dental will be provided.
- Provided long-term disability insurance under same terms as those offered to teachers under negotiated agreement
- Allowed 12 days annual paid vacation; employee may carry forward any unused, accrued days; if any unused, accrued days are carried forward, employee shall receive additional vacation days for the next employment term to bring the total accrued vacation days to 12; no additional vacation days shall be granted beyond the 12 day accrual cap. Upon the sixth year of continuous employment, employee shall receive 17 days of vacation under the same accrual rules stated above. All vacation requests shall be submitted at least 3 days in advance and are subject to approval of the administrator in charge. Employee shall receive compensation for unused days upon severance at established hourly rate and work hours. If employee resigns employment or is terminated and is later rehired, years of service for purpose of allocating vacation days is reset to zero upon rehire.
- Ten (10) paid sick leave days per year and may carry over to the following contract year no more than sixty-five (65) accumulated days. All accumulated sick leave may be used for absences due to illness, injury, or disability of the employee or members of his/her immediate family when



such illness, injury, or disability requires the presence of the employee. Sick leave may also be used for medical and dental appointments or referrals that cannot be scheduled outside contract time for the employee or members of his/her immediate family.

“Immediate family” shall mean:

- Spouse or domestic partner; and your or your spouse’s or domestic partner’s:
  - Children, step-children, or foster children;
  - Brother, step-brother, sister, or step-sister;
  - Brother or sister-in-law;
  - Parent, step-parent, or guardian;
  - Grandparent;
  - Grandchild;
  - Aunt or uncle;
  - First cousin;
  - Niece or nephew;
  - Son-in-law or daughter-in-law;
  - A “qualifying child” or “qualifying relative” as those terms are defined by the Internal Revenue Service.

“Domestic partner” shall mean a person of the same or opposite sex who: has shared the same regular and permanent residence with you for at least 3 months and has the current intent of doing so indefinitely; is at least 19 years of age; is not married to another person; is not related by blood closer than would bar marriage in Nebraska; and is financially interdependent or jointly responsible for basic living expenses. The superintendent or his/her designee may require verification of the illness, injury, or disability from the health care provider for any sick leave request exceeding five (5) days. Employee shall not receive compensation for unused sick days upon severance. If employment is severed for any reason and the employee is later rehired, no previously accrued days sick leave shall be given upon rehire.

- Bereavement leave shall be granted for up to four (4) days plus reasonable travel time for each death of immediate family as defined under the Paid Sick Leave provision. One (1) additional bereavement day may be used annually in the event of the death of any person, including but not limited to, immediate family.
- Allowed 10 Paid holidays to include Labor Day, Thanksgiving, Day after Thanksgiving, Christmas Day, New Year’s Day, the Fourth of July and Memorial Day and 3 floating holidays to be taken on non-student days

### **Sixpence Home Visitor**

- At-will employment
- Home Visitor is employed under a 215-day contract, salaried, exempt under FLSA
- Pay rate as determined by board
- Provided appropriate level of full coverage health insurance

- Provided employee only coverage dental insurance. If both spouses work in the district, full family dental will be provided.
- Provided long-term disability insurance under same terms as those offered to teachers under negotiated agreement
- Ten (10) paid sick leave days per year and may carry over to the following contract year no more than sixty-five (65) accumulated days. All accumulated sick leave may be used for absences due to illness, injury, or disability of the employee or members of his/her immediate family when such illness, injury, or disability requires the presence of the employee. Sick leave may also be used for medical and dental appointments or referrals that cannot be scheduled outside contract time for the employee or members of his/her immediate family.

“Immediate family” shall mean:

- Spouse or domestic partner; and your or your spouse’s or domestic partner’s:
  - Children, step-children, or foster children;
  - Brother, step-brother, sister, or step-sister;
  - Brother or sister-in-law;
  - Parent, step-parent, or guardian;
  - Grandparent;
  - Grandchild;
  - Aunt or uncle;
  - First cousin;
  - Niece or nephew;
  - Son-in-law or daughter-in-law;
  - A “qualifying child” or “qualifying relative” as those terms are defined by the Internal Revenue Service.

“Domestic partner” shall mean a person of the same or opposite sex who: has shared the same regular and permanent residence with you for at least 3 months and has the current intent of doing so indefinitely; is at least 19 years of age; is not married to another person; is not related by blood closer than would bar marriage in Nebraska; and is financially interdependent or jointly responsible for basic living expenses. The superintendent or his/her designee may require verification of the illness, injury, or disability from the health care provider for any sick leave request exceeding five (5) days. Employee shall not receive compensation for unused sick days upon severance. If employment is severed for any reason and the employee is later rehired, no previously accrued days sick leave shall be given upon rehire.

- Bereavement leave shall be granted for up to four (4) days plus reasonable travel time for each death of immediate family as defined under the Paid Sick Leave provision. One (1) additional bereavement day may be used annually in the event of the death of any person, including but not limited to, immediate family.
- Employee shall be eligible for two (2) days of paid personal leave per year, cumulative to four (4). Employees who have three (3) or four (4) personal

days remaining at the end of any contract year will not accrue more than is necessary to bring their total back to four (4). If an employee has four (4) personal days remaining, the employee will not receive any additional days the following contract year. If an employee has three (3) personal days remaining, the employee will only be given one (1) additional day to bring the employee's total to the maximum accumulated amount of four (4) days. Payment upon severance for up to the maximum of four (4) accumulated personal days shall be at the employee's daily rate of pay.

### **Social Worker and Assistant Athletic Trainer**

- At-will employment
- Social Worker and Assistant Athletic Trainer are employed under a 185-day or 215-day contract, salaried exempt under FLSA. Summer employment may be offered depending on the needs of the district; summer wages will be paid at an hourly rate.
- Pay rate as determined by board
- Provided appropriate level of full coverage health insurance
- Provided employee only coverage dental insurance. If both spouses work in the district, full family dental will be provided.
- Provided long-term disability insurance under same terms as those offered to teachers under negotiated agreement
- No paid vacation days are granted for this position
- Ten (10) paid sick leave days per year and may carry over to the following contract year no more than sixty-five (65) accumulated days. All accumulated sick leave may be used for absences due to illness, injury, or disability of the employee or members of his/her immediate family when such illness, injury, or disability requires the presence of the employee. Sick leave may also be used for medical and dental appointments or referrals that cannot be scheduled outside contract time for the employee or members of his/her immediate family.

"Immediate family" shall mean:

- Spouse or domestic partner; and your or your spouse's or domestic partner's:
  - Children, step-children, or foster children;
  - Brother, step-brother, sister, or step-sister;
  - Brother or sister-in-law;
  - Parent, step-parent, or guardian;
  - Grandparent;
  - Grandchild;
  - Aunt or uncle;
  - First cousin;
  - Niece or nephew;
  - Son-in-law or daughter-in-law;
  - A "qualifying child" or "qualifying relative" as those terms are defined by the Internal Revenue Service.

“Domestic partner” shall mean a person of the same or opposite sex who: has shared the same regular and permanent residence with you for at least 3 months and has the current intent of doing so indefinitely; is at least 19 years of age; is not married to another person; is not related by blood closer than would bar marriage in Nebraska; and is financially interdependent or jointly responsible for basic living expenses. The superintendent or his/her designee may require verification of the illness, injury, or disability from the health care provider for any sick leave request exceeding five (5) days. Employee shall not receive compensation for unused sick days upon severance. If employment is severed for any reason and the employee is later rehired, no previously accrued days sick leave shall be given upon rehire.

- Bereavement leave shall be granted for up to four (4) days plus reasonable travel time for each death of immediate family as defined under the Paid Sick Leave provision. One (1) additional bereavement day may be used annually in the event of the death of any person, including but not limited to, immediate family.
- No paid holidays are granted for this position
- Employee shall be eligible for two (2) days of paid personal leave per year, cumulative to four (4). Employees who have three (3) or four (4) personal days remaining at the end of any contract year will not accrue more than is necessary to bring their total back to four (4). If an employee has four (4) personal days remaining, the employee will not receive any additional days the following contract year. If an employee has three (3) personal days remaining, the employee will only be given one (1) additional day to bring the employee’s total to the maximum accumulated amount of four (4) days. Payment upon severance for up to the maximum of four (4) accumulated personal days shall be at the employee’s daily rate of pay.

### **Paraprofessional, Sign-Language Interpreter, & 21<sup>st</sup> Century Site Coordinators**

- At-will employment
- Employed during the school term only. Unless otherwise specified in the employment agreement, paraprofessionals may be permitted to work up to 40 hours per week as needed. Summer employment may be offered depending on needs of district. All leaves and benefits shall be prorated based upon work schedule if employee is scheduled for a period less than the school term or hours defined for the position
- Pay rate as determined by board
- Health Insurance is offered to the employee at the sole cost of the employee to be paid by payroll deduction
- Dental insurance is offered to the employee at the sole cost of the employee to be paid by payroll deduction
- Long-term disability insurance not provided
- No annual paid vacation days are granted for this position
- Ten (10) paid sick leave days per year and may carry over to the following contract year no more than sixty-five (65) accumulated days. All

accumulated sick leave may be used for absences due to illness, injury, or disability of the employee or members of his/her immediate family when such illness, injury, or disability requires the presence of the employee. Sick leave may also be used for medical and dental appointments or referrals that cannot be scheduled outside contract time for the employee or members of his/her immediate family.

“Immediate family” shall mean:

- Spouse or domestic partner; and your or your spouse’s or domestic partner’s:
  - Children, step-children, or foster children;
  - Brother, step-brother, sister, or step-sister;
  - Brother or sister-in-law;
  - Parent, step-parent, or guardian;
  - Grandparent;
  - Grandchild;
  - Aunt or uncle;
  - First cousin;
  - Niece or nephew;
  - Son-in-law or daughter-in-law;
  - A “qualifying child” or “qualifying relative” as those terms are defined by the Internal Revenue Service.

“Domestic partner” shall mean a person of the same or opposite sex who: has shared the same regular and permanent residence with you for at least 3 months and has the current intent of doing so indefinitely; is at least 19 years of age; is not married to another person; is not related by blood closer than would bar marriage in Nebraska; and is financially interdependent or jointly responsible for basic living expenses. The superintendent or his/her designee may require verification of the illness, injury, or disability from the health care provider for any sick leave request exceeding five (5) days. Employee shall not receive compensation for unused sick days upon severance. If employment is severed for any reason and the employee is later rehired, no previously accrued days sick leave shall be given upon rehire.

- Bereavement leave shall be granted for up to four (4) days plus reasonable travel time for each death of immediate family as defined under the Paid Sick Leave provision. One (1) additional bereavement day may be used annually in the event of the death of any person, including but not limited to, immediate family.
- No paid holidays are granted for this position
- Employee shall be eligible for two (2) days of paid personal leave per year, cumulative to four (4). Employees who have three (3) or four (4) personal days remaining at the end of any contract year will not accrue more than is necessary to bring their total back to four (4). If an employee has four (4) personal days remaining, the employee will not receive any additional days the following contract year. If an employee has three (3) personal days remaining, the employee will only be given one (1) additional day to bring

the employee's total to the maximum accumulated amount of four (4) days. Payment upon severance for up to the maximum of four (4) accumulated personal days shall be at the employee's daily rate of pay.

- Unless otherwise directed by supervisor, in the event of school closure due to weather or other emergency, employee will not work. Employee may utilize available personal leave or will receive no compensation. In the event of a school cancellation(s), the employee may convert one accrued sick leave day to one day of personal leave for said cancellation(s).

### **Food Service Personnel**

- At-will employment
- Employed during the school term only. Unless otherwise specified in the employment agreement, Food Service Personnel may be permitted to work up to 40 hours per week as needed and as assigned by the superintendent or his/her designee. Summer employment may be offered depending on needs of district. All leaves and benefits shall be prorated based upon work schedule if employee is scheduled for a period less than the school term or hours defined for the position
- Pay rate as determined by board
- Health insurance is offered to the employee at the sole cost of the employee to be paid by payroll deduction
- Dental insurance is offered to the employee at the sole cost of the employee to be paid by payroll deduction
- Long-term disability insurance not provided
- No annual paid vacation days are granted for this position
- Ten (10) paid sick leave days per year and may carry over to the following contract year no more than sixty-five (65) accumulated days. All accumulated sick leave may be used for absences due to illness, injury, or disability of the employee or members of his/her immediate family when such illness, injury, or disability requires the presence of the employee. Sick leave may also be used for medical and dental appointments or referrals that cannot be scheduled outside contract time for the employee or members of his/her immediate family.

"Immediate family" shall mean:

- Spouse or domestic partner; and your or your spouse's or domestic partner's:
  - Children, step-children, or foster children;
  - Brother, step-brother, sister, or step-sister;
  - Brother or sister-in-law;
  - Parent, step-parent, or guardian;
  - Grandparent;
  - Grandchild;
  - Aunt or uncle;
  - First cousin;
  - Niece or nephew;
  - Son-in-law or daughter-in-law;

- A “qualifying child” or “qualifying relative” as those terms are defined by the Internal Revenue Service.

“Domestic partner” shall mean a person of the same or opposite sex who: has shared the same regular and permanent residence with you for at least 3 months and has the current intent of doing so indefinitely; is at least 19 years of age; is not married to another person; is not related by blood closer than would bar marriage in Nebraska; and is financially interdependent or jointly responsible for basic living expenses. The superintendent or his/her designee may require verification of the illness, injury, or disability from the health care provider for any sick leave request exceeding five (5) days. Employee shall not receive compensation for unused sick days upon severance. If employment is severed for any reason and the employee is later rehired, no previously accrued days sick leave shall be given upon rehire.

- Bereavement leave shall be granted for up to four (4) days plus reasonable travel time for each death of immediate family as defined under the Paid Sick Leave provision. One (1) additional bereavement day may be used annually in the event of the death of any person, including but not limited to, immediate family.
- No paid holidays are granted for this position
- Employee shall be eligible for two (2) days of paid personal leave per year, cumulative to four (4). Employees who have three (3) or four (4) personal days remaining at the end of any contract year will not accrue more than is necessary to bring their total back to four (4). If an employee has four (4) personal days remaining, the employee will not receive any additional days the following contract year. If an employee has three (3) personal days remaining, the employee will only be given one (1) additional day to bring the employee’s total to the maximum accumulated amount of four (4) days. Payment upon severance for up to the maximum of four (4) accumulated personal days shall be at the employee’s daily rate of pay.
- Unless otherwise directed by supervisor, in the event of school closure due to weather or other emergency, food service personnel will not work. Employee may utilize available personal leave or will receive no compensation. In the event of a school cancellation(s), the employee may convert one accrued sick leave day to one day of personal leave for said cancellation(s).

### **Part-Time Bus Drivers, Student Help, Childcare and Transportation Aid**

- At-will employment
- Employed on an hourly basis as needed, not to exceed 28.5 hours per week
- Pay rate as determined by board
- Part-Time Bus Drivers will receive a split shift differential for each day a split shift is worked. For drivers living 5 miles or less from the Lexington Public Schools Administration Building, the split shift differential will be \$4 per day of actual work. For drivers living more than 5 miles from the Lexington

Public Schools Administration Building, the split shift differential will be \$10 per day of actual work.

- No health, dental or long-term disability insurance provided
- Paid vacation, sick leave, bereavement leave, holidays, or personal days are not granted for this position
- In the event of school closure due to weather or other emergency, employee will not work and will receive no compensation.

**Ticket-takers, Announcers, Clock Operators, Bookkeepers, Line Judges, and All other Occasional and Sporadic Positions**

- At-will employment
- Employed on an occasional and sporadic basis
- Paid on a per-event basis at the pay rate approved by the Board
- No health, dental or long-term disability insurance provided
- Paid vacation, sick leave, bereavement leave, holidays, or personal days are not granted for this position
- In the event of school closure due to weather or other emergency, employee will not work and will receive no compensation.

**Non-Certified Substitutes**

- At-will employment
- Employed on an hourly basis as needed, not to exceed 28.5 hours per week
- Pay rate as determined by board for the position in which the substitute is temporarily filling
- No health, dental or long-term disability insurance provided
- Paid vacation, sick leave, bereavement leave, holidays, or personal days are not granted for this position
- In the event of school closure due to weather or other emergency, employee will not work and will receive no compensation.

**Physical Exam**

- Any non-certified school employees who are required to do so by law must have a yearly physical examination.
- Required physical exams will be paid for by the district and a written notice given to the superintendent previous to September 1 of the ensuing year.
- The physical from a doctor may be specified by the board on a proper form to be provided by the superintendent.
- If the employee wishes to go to a doctor other than the one specified by the board, the expenses will not be borne by the district.

**Professional Development for Classified Staff**

- Professional development opportunities for classified staff will be provided at the discretion of the district at the district's expense.



### **Employment Term, Placement on Pay Schedule, Pay Increases, Overtime**

- The initial pay rate upon hire shall be determined by the superintendent and take into account prior experience, education level, and other factors deemed of value to the district.
- The typical and assumed employment term for classified staff is September 1 through August 31.
- Classified employees are eligible for a pay increase, as permitted by board policy and determined by the board effective September 1 of each employment term subsequent to the initial term of hire.
- Employees hired on or prior to February 29 shall be eligible for a pay increase effective the following September 1; Employees hired on or after March 1 shall not be eligible for a pay increase until September 1 of the year following the subsequent year.
- Classified employees hired on a date other than September 1 shall receive prorated leaves for the initial term of employment (i.e. a 12-month secretary hired October 1, shall receive leave prorated over an 11 month basis). Employee shall be eligible for full leave granted to the position the following September 1.
- Classified employees who work more than 40 hours in a workweek shall receive 1½ times their regular hourly rate for each hour over 40 worked.

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