

# Zion Classical Academy Faculty and Staff Human Resource Handbook



**Zion Classical Academy  
465 South Marian Road  
Hastings, NE 68901**

The following pages contain policies, procedures and information established for individuals employed or Called by Zion Classical Academy. The Board of Directors, along with individual supervisors, shall have the primary responsibility for the enforcement of the provisions and purpose of this Faculty and Staff Human Resource Handbook. Please read this handbook carefully. Note, this handbook only contains policies which are specific to the Faculty/Staff; it is imperative that each teacher be thoroughly familiar with all of the contents of the Parent/Student Handbook and Volunteer Handbook, which details policies that apply to those constituencies.

## **I. HANDBOOK NOT A CONTRACT**

Although this does not constitute a contract, we hope it will provide guidance and answers to questions so that the ministry may proceed in an orderly fashion. This handbook will be used in decision making as questions arise.

## **II. STATEMENT OF PURPOSE**

Zion Classical Academy (ZCA) is a Recognized Service Organization (RSO) within the Lutheran Church-Missouri Synod. ZCA is a Christian non-profit corporation incorporated by the State of Nebraska. Its terms of employment are governed by the legally constituted statements of policy and procedures of Zion Classical Academy as well as federal and state employment regulations.

### **ZION CLASSICAL ACADEMY GOALS**

"To provide a Christ-centered education of academic excellence which equips students for a lifetime of service."

- **CHRIST-CENTERED**

In all its levels, programs, and teaching, ZCA seeks to:

- A. Teach all subjects as parts of an integrated whole with the Scriptures at the center (II Timothy 3:16-17)
- B. Provide a clear model of the biblical Christian life through our staff and board (Matthew 22:37-40)
- C. Encourage every student to begin and develop his relationship with God the Father through Jesus Christ (Matthew 28:18-20, Matthew 19:13-15)

- **CLASSICAL**

In all its levels, programs, and teaching, ZCA seeks to:

- Emphasize grammar, logic, and rhetoric in all subjects (see definitions below)
- Encourage every student to develop a love for learning and live up to his academic potential
- Provide an orderly atmosphere conducive to the attainment of the above goals

Definitions:

- Grammar: The fundamental rules of each subject
- Logic: The ordered relationship of particulars in each subject
- Rhetoric: How the grammar and logic of each subject may be clearly expressed

### **MISSION STATEMENT**

The mission of Zion Classical Academy is to cultivate Truth, Wisdom, and Virtue in our students through classical Christian education in order to equip them for a life of service to God and neighbor.

## **STATEMENT OF FAITH**

The following is the foundation of beliefs on which ZCA is based. They are also the key elements of Evangelical Christianity that will be unapologetically taught in various ways through all grade levels. Secondary or divisive doctrines and issues will not be presented as primary doctrine. When these types of doctrine or issues arise, they will be referred back to the family and local churches for final authority.

1. We believe the Bible alone to be the Word of God, the ultimate and infallible authority for faith and practice.
2. We believe that there is one God, eternally existent in three persons: Father, Son, and Holy Spirit. He is omnipotent; that is, He can do all things. He is omnipresent; that is, He is present to all creation, and has under His immediate authority all things which are in Heaven, in the earth, and under the earth. He is omniscient; that is, He knows all things. He readily exercises His power which is present everywhere, and to Him there is nothing that is impossible or unknown, that is, He knows what has been from eternity, what now takes place everywhere, and what will be to all eternity.
3. We believe in the deity of our Lord Jesus Christ, in His virgin birth, in His sinless life, in His miracles, in His vicarious and atoning death through His shed blood, in His bodily resurrection, in His ascension to the right hand of the Father, and in His personal return in power and glory.
4. We believe that, for the salvation of lost and sinful men, regeneration by the Holy Spirit is absolutely necessary.
5. We believe that salvation is by grace through faith alone.
6. We believe that faith without works is dead.
7. We believe in the present ministry of the Holy Spirit, by whose indwelling the Christian is enabled to live a godly life.
8. We believe in the spiritual unity of all believers in our Lord Jesus Christ.
9. We believe in the resurrection of both the saved and the lost; they that are saved to the resurrection of life, and they that are lost to the resurrection of damnation.

## **SECONDARY DOCTRINE**

These guidelines apply to all ZCA teachers in their capacity as teachers at ZCA.

Secondary doctrine: eschatology, baptism, etc.

- As a Recognized Service Organization of the Lutheran Church-Missouri Synod, ZCA is responsible for proclaiming the Gospel in accordance with the doctrine and ministry of the LCMS.
- ZCA will seek to honor the doctrinal convictions of each student's family and church, as much as they are aware and able.
- Classroom discussion of secondary doctrine should be on an informative, non-partisan

level as much as possible. Teachers must honor and defer to parents if these topics arise.

- Presentation of all sides of an issue is encouraged.
- The teacher should encourage the students to follow up any questions they have with their parents and pastor.

### **STATEMENT ON SANCTITY OF HUMAN LIFE**

We believe that all human life is sacred and created by God in His image. Human life is of inestimable worth in all its dimensions, including pre-born babies, the aged, the physically or mentally challenged, and every other stage or condition from conception through natural death. We are therefore called to defend, protect, and value all human life. (Ps. 139.)

### **STATEMENT ON FINAL AUTHORITY FOR MATTERS OF BELIEF AND CONDUCT**

The statement of faith does not exhaust the extent of our beliefs. The Bible itself, as the inspired and infallible Word of God that speaks with final authority concerning truth, morality, and the proper conduct of mankind, is the final source of all that we believe. For purposes of ZCA's faith, doctrine, practice, policy, and discipline, our Board of Directors is the final interpretive authority on the Bible's application.

## **III. BASIC PRINCIPLES**

### **A. Equal Opportunity Statement**

Zion Classical Academy is in full agreement with the intent of the Civil Rights Laws. It is our firm belief that the basis of employee selection for hiring, promotion, transfer, training, job assignment, hours of work, rate of pay, and working conditions should be according to ability, not age, race, national origin, ancestry, sex, handicap, or any other factors considered pertinent to performance. Zion Classical Academy does not discriminate on the basis of race, color, national and ethnic origin in the administration of its educational policies, admission policies, scholarship and loan programs, athletic and other school-administered programs.

Because we are an RSO within the Lutheran Church-Missouri Synod, certain positions demand extensive understanding of and commitment to the Bible along with the doctrine of the Lutheran Church-Missouri Synod. For such situations it may be necessary for us to seek out individuals with specific religious training and recognition of the synod.

The positions of Principal and teaching staff are positions where the beliefs of our Lutheran Church-Missouri Synod are important and individuals trained in Classical Christian education would be a preference, although not limited to such a person. All teaching staff will be certified by the state.

### **B. Anti-Harassment Policy**

It is the policy of Zion Classical Academy that all employees will enjoy a working environment based on Jesus' love for each individual and free of discrimination and harassment. The school will not tolerate discrimination and harassment or pornography of any type.

Policy includes, but is not limited to, harassment based on:

(1) age, (2) race, (3) national origin, (4) ancestry, (5) sex, (6) marital status, or (7) handicap. Harassment includes display of or circulation of written materials or pictures degrading either gender or to racial

ethnic or religious groups; verbal abuse or insults directed at or made in regards to the aforementioned groups. Behavior that is personally offensive, impairs morale, and interferes with work effectiveness of employees.

Sexual harassment includes unwelcome sexual advances, requests for sexual favors, and other offensive verbal or physical conduct that is sexual in nature. Sexual harassment undermines the employment relationship by creating an intimidating, hostile, or offensive working environment and will not be tolerated.

### **C. Complaint Procedure**

Any individual who believes he or she has been subjected to harassment by either a co-worker or a supervisor should make it clear to the offender that such behavior is offensive to him/her. The individual should immediately bring the matter to the attention of his or her supervisor. Anyone found to have engaged in any type of harassment shall be subject to discipline up to and including discharge. (see section IX)

### **D. Drug-Free Workplace Policy**

In compliance with the Drug Free Workplace Act of 1988, the school absolutely prohibits the use, consumption, sale, purchase, transfer, possession, manufacture, distribution, or dispensation of any controlled substance by any employee while on the premises.

**1) Legally Prescribed Medications.** Legally prescribed medications are not covered under this policy and are permitted to the extent that their use does not adversely affect the employee's work ability, job performance, or others' workplace safety. Each staff member will have an emergency contact form listing contact in case of emergencies.

**2) Employee Assistance.** The school will, to the best of its ability, work with employees suffering from drug or alcohol or other personal or emotional problems to receive proper assistance. Any employee seeking such assistance is encouraged to meet with his/her supervisor to discuss the situation before the problem begins to surface in the workplace. Any disclosures made by an employee will be treated as confidential by the school.

The employee's decision to seek assistance will not be used as the basis for disciplinary action or used against the employee in any disciplinary proceedings. Professional staff may access the Nebraska Employee Assistance Program provided by the Lutheran Family Service of Nebraska or the Employee Assistance Program provided by the Concordia Plans.

**3) Disciplinary Action.** Employee found to be abusing drugs, or convicted of any criminal drug statute violation, will be subject to appropriate disciplinary action, up to and including termination, even for a first offense, or be required to enter into a written agreement with the church to participate satisfactorily in a prescribed drug or alcohol abuse assistance or rehabilitation program approved by the Board of Directors. The school is not required to pay for this rehabilitation or reimburse the employee for expenses incurred. Failure of an employee to voluntarily participate in a drug or alcohol abuse assistance or rehabilitation program, or to satisfactorily attend the program as set forth in the written agreement between the employee and the school shall result in automatic termination of the employee.

### **E. Electronic Communications Systems Use Policy**

Policy regarding the use of ZCA's electronic communications systems, which include but are not limited to the telephone, electronic mail, facsimiles, computers, and the internet. All employees who use their employer's electronic communication equipment shall agree to use them in compliance with the expectations listed below.

Zion Classical Academy is the owner of any information and messages stored on equipment that is the property of the school. The electronic communications systems are to be primarily used to conduct school business. Reasonable personal use of such systems is permitted but must not interfere with the employee's productivity. Employees are prohibited from passing off their views as representing those of his/her employer.

The school reserves the right to monitor, access, retrieve, and read messages created, sent, received, or stored on the system. Any messages must also not be objectionable to the ministry.

Employees may not download or transmit any copyrighted, trademarked or patented material.

#### **F. Media Policy**

In the event media would be present at Zion Classical Academy, it is important that accurate information be made available. The Principal or other designated person shall serve as the official spokesperson after consultation with the Board of Directors. Noone will act alone in the disbursement of information to the media.

#### **G. Legal Considerations/ Court Appearances**

No staff member shall willingly volunteer to participate in any type of legal matter or case. Per the Nebraska District LCMS Policies and incorporated by the ZCA Board of Directors, all participation in legal matters be done via the use of subpoenas. This legal process compels staff to respond under oath through/by depositions, record producing, via verbal testimony in court, etc.

#### **H. Travel Policy**

All travel must be approved by the Board of Directors. Employees may be reimbursed for pre-approved school-related expenses upon submission of accurate receipts of expenses to the board. All receipts must be submitted within 30 days of the expense.

#### **I. Communicable Diseases**

The Board of Directors is committed to preventing the spread of communicable diseases and educating both the staff and the students regarding communicable disease matters.

Communicable disease is an illness due to a specific infectious agent or its products from an infected person, animal, or indirectly through an intermediate plant or animal host, vector, or the inanimate environment. **Note:** A list of communicable diseases is listed in a publication from the Nebraska Department of Health and the list does include Acquired Immune Deficiency Syndrome (AIDS)

Our school is committed to educating employees and students about precautions necessary to prevent the transmission of such diseases. The intention of these school procedures is to promote the health and regular attendance of school employees and students so that the maximum potential for working and learning together exist.

In the event that an employee or student contracts a communicable disease, it is the intent of the Board, by means of these procedures, to strike a balance between the right of employees or students having a communicable disease to an education or continued employment, and the right of the school employees and the students to be free from the risk of exposure to a communicable disease which may affect their health, safety, and/or welfare.

Each incident of communicable disease and the determination of the course of action to be taken by the school shall be dealt with on an individual case-by-case basis.

If the school has reasonable cause to believe that an employee or student has a communicable disease, the school may request the individual to submit to an appropriate medical evaluation to determine that course of action, if any, should be taken by the school.

Except as otherwise provided herein, the identity of an employee or student who has a communicable disease shall be revealed only to those parties, if any, who have the right to such information under the law.

Employees and students with identified communicable diseases may work or attend school whenever, through reasonable accommodation, the risk of transmission of the disease or risk of further injury to the employee or student is sufficiently remote in such a setting so as to be outweighed by the detrimental effects resulting from the employee's or student's exclusion from school.

The school shall respect the right of privacy of any employee or student who has a communicable disease. The employee's or student's medical condition shall be disclosed only to the extent necessary to minimize the health risk to the employee or student or others. The number of personnel aware of the condition will be kept to a minimum needed to assure proper care of the employee or student and to detect situations in which the potential for transmission of the disease may increase.

#### **J. Employee Injury**

All employees are to immediately report any and all accidents to the principal or designee and fill out the Employee Injury Form.

#### **K. Immunizations**

Employees are not required to obtain any specific immunizations and ZCA does not keep employee immunization records.

#### **L. Confidentiality**

Employees agree to keep all information regarding students and/or their parents, and the school's employees and the school's business strictly confidential, and those employees shall not use this information directly or indirectly without the prior approval of the school. Employees understand that violation of this provision is cause for immediate termination, and that any disclosure of such information would irreparably harm the school.

#### **M. Lunches and Hot Lunch**

Well-balanced and nutritious hot lunches are available each full school day. Hot lunches are \$4.75 each for adults and guests. All hot lunch meals are served with water and a choice of 1% white milk or 1% chocolate milk. Staff may have seconds on milk for 50¢ each, seconds on any side dishes for 50¢ each, and seconds on main dishes for \$1.25 each. Purchases will be tracked online through ZCA's TADS

EDUCATE account for each employee. Faculty and staff are responsible for keeping that account up to date and should prepay to keep a positive balance. Statements will be sent home on the first of the month to all employees when there is \$10 or less remaining in the account. In order to be good stewards of our resources, any account which owes \$20 or more will result in the employee being unable to purchase lunch. A cheese or peanut butter sandwich will be offered to the employee at the cost of \$1.25 until the bill has been paid.

ZCA publishes lunch menus each month. Menus are also posted at school and can be accessed on the TADS Educate website. Meals are ordered daily in the classrooms and orders are final by 8:45 a.m. All meals include an entree and milk plus fruits, vegetables and breads to meet the guidelines set by the National Hot Lunch Program. All meals are prepared on site and served fresh and hot from the oven. Menus are subject to change without notice in the event of delivery not being received or other unforeseen circumstances.

In addition to food that tastes good, we also follow all National School Lunch regulations and policies, our Wellness policy, and the HACCP plan. Our Kitchen Manager is ServSafe certified and our kitchen is regularly inspected by the local health department.

Employees may bring lunch from home and can purchase milk at 50¢.

#### **IV. EMPLOYMENT CLASSIFICATION AND DEFINITIONS**

##### **A. Professional Staff**

Professional staff is defined as all Ordained/Commissioned Staff such as Pastor and Principal. Professional Staff shall be salaried employees.

##### **B. Instructional Staff**

Instructional staff is defined as any Ordained/Commissioned Teachers as well as non-called Teachers. Instructional Staff shall be salaried employees.

##### **C. Support Staff**

Support staff includes Secretarial, Office Staff, Kitchen Staff, Custodial, Paraprofessionals/ Teacher Aides and the like. These employees may be salaried or hourly, full or part time at the discretion of the principal and Board of Directors.

ParaProfessionals/ Teacher Aides are provided to assist the classroom teacher. They shall not be engaged in activities that are restricted to certified personnel. The Principal will supervise the work of the paraprofessional.

##### **D. Part-time Employees**

A part-time employee is an employee who works more than 20 hours per week but less than 40 hours per week and who is expected to be employed for longer than 5 months. Part-time employees are eligible for the Concordia Retirement Plan (CRP) and the Concordia Disability and Survivor Plan (CDSP). Part-time employees who work more than 30 hours per week are also eligible for Health Insurance.

##### **E. Full-time Employees**

A full-time employee is an employee who works 40 hours per week. Full-time employees are eligible for CRP, CDSP, Health Insurance, PTO and Holidays

##### **F. Probationary Period**

All new employees, except Ordained/Commissioned Staff, are on a probationary period for the first (90) ninety days of their employment in that position. They become regular employees upon successfully



completing this period. Employees shall be observed and evaluated by their immediate supervisor and/or board of directors.

#### **G. Separations**

All separation of employees shall be designated as one of the following and shall be accomplished in the manner indicated: resignation, termination, layoff, and reduction in force.

**1) Resignation.** To terminate in good standing with the school, the employee must give at least (2) two weeks written notice (not including vacation or sick leave days); return all equipment furnished by the school and settle all obligations with the school. A forwarding address must be left with the school office.

**2) Termination.** The employment relationship between the school and its employees (excluding ordained/commissioned workers) is of an at-will nature. This means that the employee is hired for an indefinite period of time. Thus, the employee is free to leave at any time he or she believes it is in his or her best interest. Similarly, the school may terminate the employment relationship whenever it deems appropriate. Ordained/Commissioned Staff may be terminated according to the provisions of ZCA's Constitution and Bylaws.

**3) Layoff.** If the school must reduce staff through a layoff, the school at its sole discretion will determine which employees shall be laid off. The Board of Directors will give at least (2) two week notice to all employees subjected to layoffs. Layoffs are not considered disciplinary action. No severance payments beyond annual vacation balances will be given unless determined otherwise by the Board of Directors.

**4) Reduction In Force Policy.** See RIF Policy in section XI. AMENDMENTS

**Note:** The Synod and its entities, as an RSO, are exempt from the Unemployment Compensation Act. This means that any employee who terminates or is terminated and is unable to find new employment is not eligible to collect federal unemployment insurance benefits.

### **V. COMPENSATION**

**A. For Ordained/Commissioned Staff.** Compensation rates shall be paid on the basis of prevailing recommendations of the Lutheran Church-Missouri Synod, Nebraska District. The amount of any individual's pay depends upon salary scales, pay grades, etc. as adopted by the Board of Directors as being the most appropriate for the position held and duties performed along with consideration of the employee's experience and related education or training. Rates will be reviewed annually by the Board of Directors. Such compensation rates, adjustments or revisions shall require approval from the Board of Directors.

**B. For the Professional and Support Staff.** The Board of Directors shall establish compensation based on the position held and duties performed, along with consideration of the employees experience and related education or training.

**C. TimeSheets.** Timesheets shall be maintained for all hourly-paid staff and are to be recorded on a daily basis and submitted monthly.

**D. Pay Day.** Salaried and hourly school employees are paid once per month on the 5th of the month for work done the previous month. If the 5th falls on a Saturday, payday will be the Friday before. If the 5th falls on a Sunday, payday will be the following Monday.

**E. Deductions**

- **Taxes.** The school is required by law to make deductions from employees paychecks for federal and state income tax, Social Security tax, and Medicare tax for all employees except Ordained/Commissioned Staff. The Internal Revenue Code is clear that regardless of whether a minister is an employee or an independent contractor, a minister is treated as self-employed for income tax withholdings, Social Security, and Medicare tax. The Internal Revenue Code does not state the status of ministers but suggests that ministers may fall into either category. In the Lutheran Church-Missouri Synod ministers are deemed self employed for tax purposes. If both the school and the minister agree, the school may withhold and remit taxes on behalf of the minister. A copy of a letter from the IRS dealing with this procedure may be procured from the IRS.
- **Health Insurance.** The employee's health insurance is covered by Zion Classical Academy. If the employee would like their family covered through Concordia Plans, that amount would be deducted from the employee's paycheck.
- **Dependent Premiums.** These are paid non-taxable through the cafeteria plan as approved by the Board of Directors.

**F. Workweek and Overtime.** Employee working schedules are established by the Principal and Board of Directors. The school, as a condition of employment, reserves the right to adjust work schedules to fit the needs of the school. The work week is defined as from midnight Saturday through 11:59 p.m. on Friday night.

Overtime work may be needed from time to time, in such cases the hourly employee shall be paid at the rate of one and one-half times the normal rate of pay for any hours in excess of 40 hours per week. Professional Staff shall not be compensated for overtime work.

Meetings, Conventions, and Workshops- An employee attending a meeting, convention or workshop at the direction of the Principal or the Board of Directors shall be paid for the time. Approved expenses incurred for such events may be reimbursed by the school or Parent Teachers United (PTU).

Any additional days not specifically covered by paid leave would be unpaid days and may be deducted from the employee's salary.

**G. School Closing.** In the event that school is closed due to weather or other events (snow days, extreme temperatures, etc.), employees and staff will not be required to report to work. Hourly staff may use PTO if applicable. Employees may work from home if necessary.

## **VI. SELECTION OF APPLICANTS**

Persons desiring employment (non-called positions) must fill out an application where qualifications, references, experience and other information is required. Interview times will be set with the

appropriate supervisory individuals and/or board with a selection being made after interviews are concluded. Any new employee shall be subjected to a background check, including Sex Offenders Registry, the State Patrol Criminal History, local background check and pre-employment drug tests. Only Ordained/Commissioned staff (Called Teachers) will be required to be or become a member of an LCMS Congregation.

### **Personnel Records**

A personnel record will be maintained for each employee and shall contain complete information pertinent to his/her employment, including dates of employment and pay changes. No information will be placed in the record without the knowledge of the employee. The records will be kept confidential. Access will be limited to the Principal and the President of the Board of Directors or other members as designated by one of the above. Employees may view their record in the presence of one of the above. The record will not leave the school office.

## **VII. BENEFITS**

### **A) Instructional Staff Time off**

School instructional staff follow the published annual calendar, which begins in August and ends in June; therefore, sections PTO and Holiday Leave are not applicable. Vacation time for the teaching staff should be taken during the summer months. Salaried Instructional Staff may have 3 days for sick leave, 2 personal days, and 1 professional day. Requests should be made through the principal for approval to minimize interruptions to the school day work flow. Any additional days not specifically covered by paid leave would be unpaid days and deducted from the employee's salary.

### **B) Paid Time off (PTO)**

All full-time hourly staff and Professional staff are allowed a certain amount of PTO each year after the first six months of service. Requests should be made through the principal for approval to minimize interruptions to the school day work flow. PTO does not accumulate from one year to the next. Paid time off may be used for vacations, sick days, and personal days. For sick days, in the event that any employee becomes ill before a school day begins, the employee should inform the Principal as soon as possible. A physician's statement may be requested by the Principal or the Board of Directors from any employee for any illness. PTO is given in accordance with the employee's date of employment, not calendar year. PTO shall be given in accordance with the annual scale listed as follows:

#### Years of Service\* Recommended Minimum Days off

From 0 to 5 years:	10 working days
Over 5 to 10 years:	15 working days
Over 10 to 25 years:	20 working days
Over 25 years:	25 working days

\*This would include total years the worker has been in ministry.

### **C) Holiday Leave**

ZCA full-time, hourly employees are paid for eight holidays, after they have successfully passed their probationary period. Whenever one of the designated holidays falls on a Saturday or Sunday, the Friday immediately preceding, or, at the discretion of the direct administrative supervisor, the Monday immediately following, shall become the official holiday. Certain additional holidays may be granted without pay by the direct administrative supervisor. Paid holidays include:

- New Year's Day- January 1
- Easter- Monday following Easter Sunday
- Memorial Day- Last Monday in May
- Independence Day- July 4<sup>th</sup>
- Labor day- First Monday in September
- Thanksgiving Day- 4<sup>th</sup> Thursday in November and the following Friday
- Christmas Day- December 25<sup>th</sup>

**D) Maternity Leave**

Maternity leave is considered by the Concordia Plans in the same category as a disability. As such, eligible ZCA employees may have up to 6-8 weeks of total leave (see Plan for exact details). Concordia Disability and Survivor Plan pays 70% of monthly compensation beginning on the first day of the month following the first 14 calendar days of total disablement. ZCA employees with the Concordia Disability & Survivor Plan(CDSP) will be paid for (2) two weeks at their normal rate and then receive the disability payment from Concordia Plans. PTO should be used if applicable.

**E) Civil Leave**

An employee summoned to serve on jury duty shall not be subject to discharge from employment, loss of pay, loss of sick leave, loss of vacation time, or any other penalty, as a result of his/her absence from work. The school may, however, reduce the pay of any employee by an amount equal to any compensation, other than expenses, paid by the court.

**F) Bereavement/Funeral Leave**

Up to 3 days of paid bereavement leave is granted in the event of the death of a member of the immediate family of full-time hourly employees and salaried staff. Immediate family defined as spouse, children, parents, grandparents, grandchildren, siblings, sister-in-law, brother-in-law and the same relative of the employee's spouse. Bereavement leave should not exceed 3 consecutive work days. Any additional time-off may be taken from PTO with approval, if applicable. Other types of Bereavement/Funeral leave pertaining to the ministry positions are at the discretion of the principal, with the approval of the Board of Directors.

**G) Disability Leave/Major Medical Leave**

All full time employees and part time employees who work more than 20 hours per week for at least 5 months of the year will be enrolled in the Concordia Disability and Survivor Plan (CDSP), operated by the Lutheran Church-Missouri Synod. ZCA employees who qualify for disability leave/ major medical leave will be paid for (2) two weeks at their normal rate and then receive the disability payment from Concordia Plans. Concordia Disability and Survivor Plan pays 70% of monthly compensation beginning on the first day of the month following the first 14 calendar days of total disablement.

**H) Pension and Health Insurance**

ZCA participates in the Concordia Retirement Plan (CRP), the Concordia Disability & Survivor Plan(CDSP), and the Concordia Health Plan (CHP), all of which are operated by the Lutheran Church-Missouri Synod. New workers will be eligible for benefits at the beginning of the next calendar month after employment.

These benefits will be offered to each employee. Employees working at least 20 hours per week must be enrolled in the Concordia Retirement Plan (CRP) and Concordia Disability & Survivor Plan(CDSP).

Employees working at least 30 hours per week for more than 5 months a year will also be eligible for the Concordia Health Plans (CHP).

**D) Cafeteria Plan**

An IRS Section 125 pre-tax deduction plan, also known as a cafeteria plan, is available for all individuals enrolled in and having salary deductions with medical insurances. See plan documents for details.

**J) Classes for Credit**

Zion Classical Academy believes that professional growth in the area in which an employee works is beneficial for the ministry. With the approval of the Board of Directors, a percentage of books, tuition, and other special training needs may be funded by the school.

**K) Professional Leave/ Continuing Education**

Any employee attending a meeting, convention, workshop at the direction of the principal or Board of Directors shall be paid for that time. Expenses incurred for such may be reimbursed by the school.

**IX. DISCIPLINE POLICY**

**A) Unacceptable Behavior and Conduct**

Types of unacceptable behavior or conduct which all employees should be aware of are:

1. Conviction of a felony
2. Failing to maintain the confidentiality of the students, families or visitor's information
3. Fighting
4. Using obscene, abusive, or threatening language or gestures
5. Theft from co-workers, students, or the school
6. Reporting to work under the influence of alcohol, drugs or other mind altering substance
7. Bringing alcohol or drugs to the workplace.
8. Sexual harassment
9. Insubordination
10. Conduct unbecoming that of an employee of a Classical Christian school
11. Possession of firearms on school grounds
12. Unnecessary, or unauthorized use of school personnel, supplies, technology, or equipment
13. Giving misleading information
14. Disregarding any safety or security regulations
15. Falsifying employment or other school records
16. Violating any school policy
17. Incompetence or inefficiency
18. Unexcused absenteeism or tardiness
19. Inability to get along with fellow employees

Disciplinary action may also take place for actions other than the preceding list, but, in every case, the employee shall be informed of the reason for such action. The preceding list is only intended as a guideline for disciplinary action.

If an employee is going to be late or absent, the employee shall notify the principal or designee as soon as possible, at least one hour before the scheduled time to report. Unexplained absences or tardiness are not simply excused and could result in disciplinary action or discharge.

Should the employee's performance, work habits, overall attitude, conduct or demeanor become unsatisfactory in the judgment of the supervisor and/or the supervising board, based on violations either of the above or any other school policies, rules or regulations, the employee shall be subject to disciplinary action, up to and including termination.

Ordained/Commissioned Staff may be removed from office by the Board of Directors by a two-thirds majority ballot vote, in Christian and lawful order, for one of the following reasons; Persistent adherence to false doctrine, scandalous life, or willful neglect of duties.

### **B) Progressive Disciplinary Systems**

The procedure for any discipline shall be Matthew 18. These steps would include: a) verbal warning. b) conference with the individual and the supervisor and board representative, c) probation period, d) brought to the Board of Directors for action, possible suspension or termination.

### **C) Appeal Process**

Any disagreement or appeal should be made before the first three steps listed in the progressive disciplinary systems paragraph above. Appeals should be made to the appropriate supervisor, principal, Board of Directors, or School Superintendent.

## **X. PERFORMANCE REVIEWS**

All employees shall receive an annual performance review. Such reviews shall take into consideration the job description and performance in assigned tasks. The actual process used will be at the discretion of and with the approval of the Board of Directors.

New employees shall receive a performance review, from the supervisor after 90 days of employment and from then on annually.

Performance ratings shall be noted in personnel records and shall be considered in decisions affecting personnel actions.

If the Principal is also responsible for classroom teaching, he/she will be evaluated using the same forms and procedures as the teacher. The Board president or representative will carry out the classroom observations and the evaluation conference. The results of the evaluation will be included as part of the year-end report.

### **Evaluation Process**

1. At the end of the school year, the Principal shall make an annual written report to the Board of Directors evaluating each teacher. The report shall be given consideration when re-employment of the teacher is being recommended by the Board. Teacher evaluations will serve a dual purpose:
  - a. To provide a sound basis for teacher improvement

- b. To provide an objective measure of teacher effectiveness
2. The evaluation used shall be developed and maintained by the Principal. It shall contain various professional factors, including but not limited to personality, attitude, preparation, and staff and relationships.
  3. The Principal will be primarily responsible for supervision and evaluation.
  4. Each employee will receive two performance evaluations per year (once per semester). One of the evaluations will be pre-scheduled with the Principal. Prior to this evaluation, the teacher will submit to the Principal the lesson plan and objectives of the time period specified. The evaluation should be for a minimum of an entire instructional period. The other evaluation will be unscheduled and unannounced and may be for only a part of an instructional period. No evaluations, either pre-scheduled or unscheduled, should take place on days when changes in the regular schedule have occurred. The same form will be used for each evaluation.
  5. The Principal will review the evaluation with the teacher following the classroom observation. The discussion should provide the teacher with meaningful feedback about classroom activities that were observed during the classroom visitation and should also include impressions, conclusions, and other observations both in and outside the classroom. The focus should be on helping the teachers grow in the exercise of their responsibilities. Directives and suggestions should be given for areas in which growth and improvement are possible and desirable. Supervision and evaluation should be done in a fair and consistent manner. Any discussion of areas of growth and improvement must be followed up with a written plan of what the improvement is, what the teacher is expected to do to improve, and the timeline for the improvement.
  6. Both the Principal and the teacher will sign the evaluation and any plan for improvements, not necessarily to signify agreement, but as an acknowledgment that the evaluation and the plan were discussed. A copy of the evaluation and any plans that were developed will be placed in the teacher's personnel file, a copy given to the teacher, and a copy with the Principal's annual report to the Board of Directors.

## **XI. AMENDMENTS**

Amendments of the above provisions shall be drafted and approved by the Board of Directors.

### **Reduction In Force Policy**

To guide Zion Classical Academy in the event that involuntary termination of ministry staff worker(s) is required as determined by the Reduction In Force (RIF) policy and guidelines. This policy is only to be used for RIF situations. This policy is not intended to be a guide in all severance situations.

#### *Rationale*

It is especially important to commit to all things to God in Bible study and prayer. Act 6 speaks about the growth of the early church. The apostles were responsible for the spiritual ministry and care of the

needy. As the church continued to grow, the Church elected and commissioned seven others to assist the apostles in daily ministry. So be it today, Zion Classical Academy Board of Directors can extend "Divine Calls" to those who assist the Pastoral office in the teaching of God's Word. These offices can be expanded or reduced by the Board of Directors in accordance with its ministry needs. Such auxiliary offices include the school principal and school teachers. Because these offices are established by people for the food of Christ's work but not mandated by God or His Word, Christian organizations may create these ministries and call workers to fill the responsibilities of these ministries. Likewise, they have the right to terminate those ministries when circumstances require doing so.

School enrollment may go through periods of dramatic growth and disappointing decline. While it is unwise to ask or reduce permanent staff too hastily in response to temporary enrollment aberrations, long-term enrollment trends sometimes do mandate these actions.

During an extended period of declining enrollment, wise and prudent stewardship of school resources may require that the Board of Directors reduce its school staff by one or more workers. Natural attrition, i.e., retirement or accepting a call to another congregation, is the least stressful and painful way to reduce staff. Unfortunately, these options are not always present at the time reduction in force is required. For such a time as this, the following RIF Policy will be followed by the ZCA Board of Directors.

### Process

Keep watch over yourself and all the flock of which the Holy Spirit has made you overseers. Be shepherds of the church of God, which he bought with his own blood. Acts 20:28

1. On the basis of reasonable cause, i.e., declining enrollment, budget constraints, program changes, the Board of Directors decides a reduction in staff is needed. This decision is communicated to the staff. The Board of Directors and the Principal will first make a program decision regarding which programs are to be reduced or eliminated, and then make the actual reduction decision based on the retention criteria set forth in the policy.
2. If the recommendation is likely to result in the termination of a worker:
  - a. The worker(s) likely to be affected shall be notified immediately in person and in writing.
  - b. Alternative to termination, i.e., early retirement, reassignment, resignation, placing name(s) on the Synodical call list shall be considered. Reassignments affecting other workers shall to the extent possible be made by mutual consent. The best interests of the school, and the ministry shall be the overriding concern in the decision process.
  - c. Final decision regarding reassignments shall be made by the Board of Directors after hearing the recommendation of the Principal.
3. The final recommendation as to which staff members and/or positions are to be terminated or eliminated shall be made by the Board of Directors, considering the recommendation of the principal.
4. If possible given the circumstances, notice of termination should be given to the affected worker no less than sixty days prior to the end of the school year. Otherwise, such notice should be given as



soon as possible so as to provide the worker with sufficient time to pursue other employment possibilities.

5. A terminated staff member is entitled to unused vacation pay. Concordia Plan coverage extensions and payment of severance pay will be decided on a case-to-case basis by the Board of Directors. Factors to consider could include, but are not limited to, length of employment, extracurricular duties, etc. A terminated staff member may opt to extend the Concordia Plan according to the most recent district guidelines.

6. The Principal and Board of Directors will make a good faith effort to help the worker terminated by reduction in force to secure another position.

7. Any worker whose call or contract was terminated because of reduction in force shall be considered to have been dismissed with honor and shall, upon request be provided a letter to that effect. The worker will be given preferential consideration for reemployment for a period of twenty-four months commencing at the end of the contract year. The worker may be recalled on the basis of length of service to the school to a position for which he or she is qualified by synodical certification, endorsement, college preparation, or experience to teach. Upon reappointment, any benefits which had accrued prior to termination will be reinstated, but such leave of absence will not be considered as years of teaching experience.

8. The worker shall receive in writing a copy of the "Severance Agreement" signed and dated by the President of the Board of Directors or his/her designate, and the worker. The Severance Agreement will clearly list the length of the Severance Agreement, beginning and ending date of the Severance Agreement, the total dollars of the agreement, and additional benefits included such as vacation pay, sick pay, retirement, health insurance, annuity or other payments. The agreement must include description of any other non-payment help that the worker shall receive such as counseling, retraining, etc.

9. The Board of Directors will document and keep a confidential record of consultations with the worker throughout the process.

**Zion Classical Academy  
Hastings, Nebraska**

**SEVERANCE AGREEMENT**

Zion Classical Academy agrees to pay to ( NAME ), \$ \_\_\_\_\_, subject to appropriate and required tax withholding. In no way does this mean that ( NAME ) should consider himself/herself called/employed at Zion Classical Academy during this time.

( NAME ) understands and agrees that the payments made by Zion Classical Academy represents salary and benefits and, therefore, Zion Classical Academy will withhold from the gross amount of this payment all taxes and other appropriate deductions that it would normally withhold from the earnings of ( NAME ) and Zion Classical Academy will report the gross amounts of those payments to governmental agencies as earnings of the individual to whom net payment is made as done in the past. Although ( NAME ) is not otherwise entitled to it, Zion Classical Academy agrees to pay and ( NAME ) agrees to accept the sum of \$ \_\_\_\_\_ as full and complete compensation.

Severance package payments will be made in the same manner and timing as payroll payments were previously made beginning MM/DD/YYYY and ending MM/DD/YYYY

In addition to cash payments, Zion Classical Academy agrees to provide the following help to ( NAME ) through MM/DD/YYYY

(List any additional help to be provided)

Zion Classical Academy has made no promises to the worker other than those contained in this Severance Agreement. This Agreement may not be modified, or any provision waived, unless agreed upon by all the affected parties and only by a signed written agreement of the affected parties.

BY: \_\_\_\_\_  
President of the Board of Directors Date

BY: \_\_\_\_\_  
Worker Date