

# **Employee Handbook**

BELMOND-KLEMME COMMUNITY SCHOOL DISTRICT

#### **About this Handbook:**

This handbook is a general source of information and may not include every possible situation that could arise. It is not intended, and does not constitute a contract between the school district and employees. It is the employee's responsibility to refer to the district policies and/or administrative procedures for further information. Whenever the provisions of this handbook conflict with those of a board-adopted policy, an applicable collective bargaining agreement, or any other formal employment contract, the terms of the policy, collective bargaining agreement, and/or employment contract shall govern.

## Employee Handbook 2024 – 2025

## Belmond-Klemme Community School District

## TABLE OF CONTENTS

| OPENING STATEMENTS                          | 3  | Mandatory Reporting of Post-Employment        |      |
|---------------------------------------------|----|-----------------------------------------------|------|
| Welcome Letter                              | 3  | Arrests and Convictions                       | 19   |
| Mission, Vision, Values, and Strategies for |    | Probationary Period                           | 19   |
| Success                                     | 4  | Public Complaints about an Employee           | 19   |
| Notice of Nondiscrimination                 | 5  | Qualifications, Recruitment and Selections    | 20   |
| <b>Equal Employment Opportunity</b>         | 5  | Release of Credit Information                 | 20   |
| School Calendar                             | 6  | Posting of Job Vacancies                      | 20   |
| Organizational Chart                        | 7  | Transfers                                     | 20   |
| Job Classifications                         | 8  | Work Day                                      | 22   |
| Work Assignments                            | 8  |                                               |      |
| Definitions                                 | 9  | DISTRICT PROCEDURES AND GUIDELINES            | 23   |
| Board Policies                              | 9  | <b>Business Office Procedures</b>             | 23   |
| Handbook Subject to Change                  | 9  | Child Labor                                   | 24   |
|                                             |    | School Improvement Advisory Council           | 24   |
| COMPENSATION AND BENEFITS                   | 10 | Copyright                                     | 25   |
| Licensure                                   | 10 | Discipline                                    | 25   |
| Compensation                                | 10 | Employee Recognition                          | 25   |
| Tax-sheltered Annuity                       | 10 | Employee Publication or Creation of Materials | s 26 |
| Co-curricular Activities                    | 11 | Professional Development                      | 26   |
| Required Activity Duty                      | 11 | Religious Holiday Celebrations in Public      |      |
| Group Insurance Benefits                    | 11 | Schools                                       | 26   |
| Cash in Lieu of Health Insurance            | 11 | School Fees                                   | 27   |
| Life Insurance                              | 12 | School Nutrition Program                      | 27   |
| Long-term Disability Insurance              | 12 | School Publicity and Community Relations      | 27   |
| Iowa Public Employees' Retirement System    |    | Staff Meetings                                | 27   |
| (IPERS)                                     | 12 |                                               |      |
| Travel Compensation                         | 13 | CONDUCT IN THE WORKPLACE                      | 28   |
| Teacher Leadership and Compensation (TLC)   |    | Employee Use of Cellphones                    | 28   |
|                                             |    | Fighting                                      | 28   |
| EMPLOYEE RELATIONS                          | 15 | Attention to Duties                           | 28   |
| Background Checks                           | 15 | Offensive or Abusive Language                 | 28   |
| Communication Channels                      | 15 | Performing Unauthorized Work While on         |      |
| Conflict of Interest                        | 15 | Duty                                          | 28   |
| Employee Complaints                         | 16 | Use of School Facilities and Equipment        | 28   |
| Employee Orientation                        | 16 |                                               |      |
| Employee Records and Personnel Files        | 16 |                                               |      |
| School Equipment and Public Records         | 16 |                                               |      |
| Evaluation                                  | 17 |                                               |      |
| Cooperation in Workplace Investigations     | 19 |                                               |      |

| EMPLOYEE STANDARDS OF CONDUCT                | 29 |                                           |          |  |  |  |
|----------------------------------------------|----|-------------------------------------------|----------|--|--|--|
| Academic Freedom                             | 29 | HEALTH AND WELL-BEING                     | 40       |  |  |  |
| Break or Meal Periods                        | 29 | Administering Medication                  | 40       |  |  |  |
| Dress and Grooming                           | 29 | Anti-Bullying and Anti-Harassment         |          |  |  |  |
| Employee Outside Employment                  | 29 | Communicable Diseases – Employees         | 40<br>42 |  |  |  |
| Employee Political Activity                  | 30 | Employee Injury on the Job                | 42       |  |  |  |
| Ethics – Board of Educational Examiners      | 30 | Job-related Injury and Worker's           |          |  |  |  |
| Expectation to Complete Reports              | 30 | Compensation                              | 42       |  |  |  |
| Gifts                                        | 30 | Employee Physical Examination             | 42       |  |  |  |
| Insubordination                              | 31 | Hazardous Chemical Disclosure             | 44       |  |  |  |
| Relationships with Co-workers                | 31 | Lockout/Tagout                            | 44       |  |  |  |
| Retaliation                                  | 31 | Personal Protective Equipment (PPE)       | 44       |  |  |  |
| Staff Technology Use/Social Networking       | 31 | Smoke and Tobacco Free Workplace          | 44       |  |  |  |
| Theft                                        | 32 | Vaping Prohibited                         | 44       |  |  |  |
| Treatment of Patrons of the District         | 32 | Substance Free Workplace                  | 44       |  |  |  |
|                                              |    | Universal Precautions                     | 45       |  |  |  |
| STUDENT AND CLASSROOM ISSUES                 | 33 | Bloodborne Pathogens                      | 45       |  |  |  |
| Abuse of Students by a School District       |    |                                           |          |  |  |  |
| Employee                                     | 33 | SAFETY AND SECURITY                       | 46       |  |  |  |
| Child Abuse Reporting                        | 33 | Safety First and "Stop Work"              | 46       |  |  |  |
| Corporal Punishment, Restraint and Detaining |    | Safety Planning and Prevention            | 46       |  |  |  |
| Students                                     | 34 | Asbestos Notification                     | 46       |  |  |  |
| Field Trips                                  | 34 | Building Security                         | 46       |  |  |  |
| Individuals with Disabilities Education Act  | t  | Staff Identification Badges               | 46       |  |  |  |
| (IDEA)                                       | 34 | Drills and Evacuations                    | 47       |  |  |  |
| Homework and Grading                         | 34 | Emergency Closings, Inclement Weather and |          |  |  |  |
| Searches of Students and Property            | 34 | Other Interruptions                       | 47       |  |  |  |
| Standardized Testing and Assessment          | 35 | Threats of Violence                       | 47       |  |  |  |
| Student Funds and Fundraising                | 35 | Visitors/Guests                           | 47       |  |  |  |
| Student Records                              | 35 | Weapons                                   | 48       |  |  |  |
| Transporting of Students by Employees        | 35 | 1                                         |          |  |  |  |
| Tutoring                                     | 36 | TERMINATION OF EMPLOYMENT                 | 49       |  |  |  |
| -                                            |    | Contract Release – Licensed Employees     | 49       |  |  |  |
| LEAVES OF ABSENCE                            | 37 | Resignation – Licensed Employees at Year  |          |  |  |  |
| Absenteeism                                  | 37 | End                                       | 49       |  |  |  |
| Personal Illness Leave                       | 37 | Resignation – Classified Employees        | 49       |  |  |  |
| Family Illness Leave                         | 37 | Reduction in Force/Lay-offs               | 49       |  |  |  |
| Extended Family Illness Leave                | 38 | •                                         |          |  |  |  |
| Sick Leave Bank                              | 38 | APPENDIX                                  | 51       |  |  |  |
| Bereavement Leave                            | 38 | Acknowledgement of Receipt                | 51       |  |  |  |
| Jury and Legal Leave                         | 38 |                                           |          |  |  |  |
| Personal Leave                               | 38 |                                           |          |  |  |  |
| Other Leave                                  | 39 |                                           |          |  |  |  |

## **Belmond-Klemme Community School District**

303 East Main Street, Belmond, Iowa 50421 Voice: 641-444-4300; Fax 641-444-3316

August 1, 2024

## **RE:** Welcome Letter and Opening Statements

To All Staff:

As we look forward to the 2024-2025 school year, we set our sights on the promise of a year filled with hope and possibility. These results will come to life through our dedication to student-centered decision making, collaboration, curiosity, optimism, and a spirit of trust in one another.

This handbook was created following the passage of House File 291 by the Iowa Legislature during the winter of 2017. At that time, conditions and terms of employment were changed for Iowa public employees. This handbook is intended to both assure employees that they have retained most of their job rights and benefits and to clarify a number of school board policies, laws, and employee responsibilities. Both Certified Staff and Classified Staff can be assured that this handbook is reflective of and consistent with the master agreements that were in place prior to the change in the law and the movement of contract language into handbook form.

Aligned with the Positive Behavior Intervention Supports (PBIS) initiative, the district has attempted, whenever possible, to frame much of this handbook from a positive perspective. However, there will be sections of this book that will deviate from this intent due to contracts, policies, laws, and liability issues.

This handbook is a general source of information and may not include every possible situation that could arise. It is not intended, and does not constitute, a contract between the school district and employees. It is the employee's responsibility to refer to the district policies and/or administrative procedures for further information. Whenever the provisions of this handbook conflict with those of a board-adopted policy, an applicable collective bargaining agreement, or any other formal employment contract, the terms of the policy, collective bargaining agreement, and/or employment contract shall govern.

Thank you for the time, energy and care you invest in the lives of our students and each other. I know that together we make a difference! #togetherwemakeadifference

Respectfully,

Jenn Peter Superintendent



## The Belmond-Klemme Community School District

#### **Our Mission Statement**

The Belmond-Klemme Community School District is committed to excellence and life-long learning for *ALL*.

#### **Our Vision Statement**

Our students are the key to the 21st Century—becoming life-long learners, responsible citizens, and caring individuals.

#### **Our Belmond-Klemme Foundation of Beliefs**

- **❖** Academic excellence is paramount
- ❖ All students can and will learn
- ❖ The communities of the school district will work together to promote a safe and positive learning environment
- ❖ All students will be treated in a fair and equitable manner
- ❖ The education system will challenge students of all ability levels to be their best
- Learning is a lifelong journey

#### **Our Belmond-Klemme Strategic Policies**

- > Learning will be purposeful, challenging, stimulating, and rewarding for ALL students.
- ➤ High academic performance will be required.
- ➤ Community involvement will be an integral part of school planning.
- > Discrimination of any form will not be tolerated.
- ➤ Ineffective employees will not be tolerated.
- ➤ Emphasis and resources will focus on academic achievement for the PreK-12 instructional programs.

## **Our Strategies for Success**

During teacher professional development on Monday, April 16, 2018, our faculty confirmed our school improvement strategies. The following are the three overarching strategies:

- 1) We will improve student academic performance and reduce the achievement gap.
- 2) We will integrate relevant technologies to support optimal learning.
- 3) We will improve the culture and climate of our buildings for our students and staff.

## Belmond-Klemme Policy Statements

#### **Notice of Nondiscrimination**

Students, parents, employees and others doing business with or performing services for the Belmond-Klemme Community School District are hereby notified that this school district does not discriminate on the basis of age, color, creed, national origin, race, religion, marital status, sex, sexual orientation, gender identity, physical attributes, physical or mental ability or disability, ancestry, political party preference, political belief, socioeconomic status, or familial status in admission or access to, or treatment in, its programs and activities.

The school district does not discriminate on the basis of age, color, creed, national origin, race, religion, marital status, sex, sexual orientation, gender identity, physical attributes, physical or mental ability or disability, ancestry, political party preference, political belief, socioeconomic status, or familial status in admission or access to or treatment in its hiring and employment practices. Any person having inquiries concerning the school district's compliance with the regulations implementing Title VI, Title VII, Title IX, the Americans with Disabilities Act (ADA), § 504 or Iowa Code § 280.3 is directed to contact: the Superintendent of Schools, located at 303 E. Main Street, Belmond, Iowa 50421, telephone 641-444-4300 Ext #2225, who has been designated by the school district to coordinate the school district's efforts to comply with the regulations implementing Title VI, Title, VII, Title IX the ADA, § 504 and Iowa Code § 280.3 (2005).

#### **Equal Employment Opportunity**

The Belmond-Klemme Community School District is an Equal Employment Opportunity/ Affirmative Action (EEO/AA) employer.

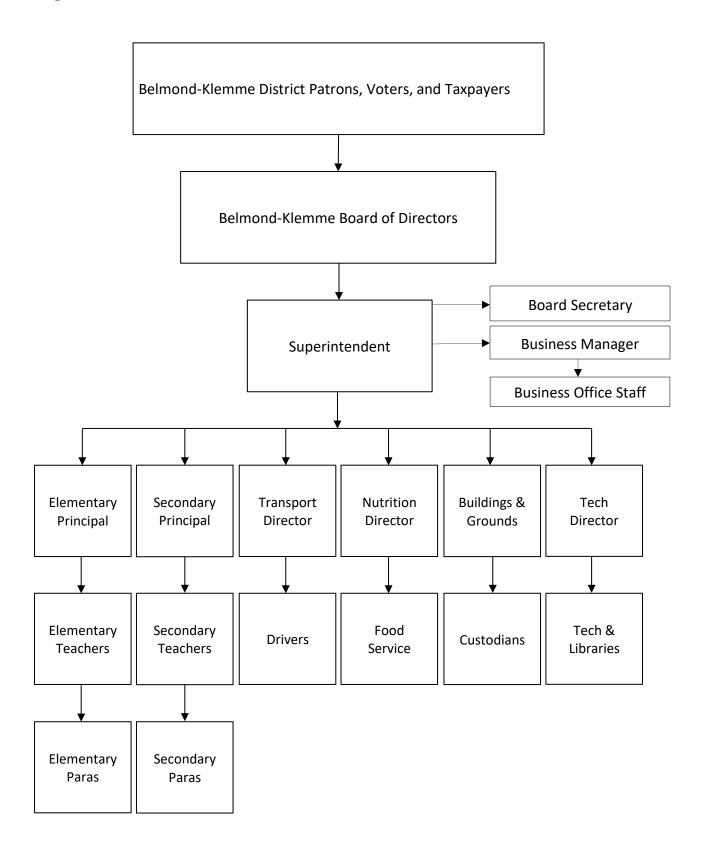
It is the policy of the Belmond-Klemme Community School District not to illegally discriminate on the basis of race, color, age, national origin, sex, sexual orientation, gender identity, marital status, physical attributes, physical or mental ability, ancestry, political party preference, political belief, socioeconomic status, familial status, disability, religion, creed, and/or genetic information in its educational programs and its employment practices. There is a grievance procedure for processing complaints of discrimination. If you have questions or a grievance related to this policy please contact the district's Equity Coordinator, 411 10th Avenue NE, Belmond, IA 50421 641-444-4300 Cynthia Jensen ext. 2126 / Haley Offerman ext. 1322

## **School Calendar**

|        |                           | CALEN     | D)AR | w/ A | UGU  | ST 2      | 3rd S    | TART DATE     |           |                         |
|--------|---------------------------|-----------|------|------|------|-----------|----------|---------------|-----------|-------------------------|
| SUMN   | MARY OF CALENDAR          |           | M    | I    | w    | <u>TH</u> | <u>F</u> | Student Hours |           | EVENTS                  |
| Days i | in Classroom              | AUGUST    | 12   | 13   | 14   | 15        | 16       | _             | 20-22     | Teacher Workshop        |
| 36     | First Semester            |           | 19   | **20 | **21 | **22      | 23       | 6.6           | 23-Aug    | First Day for Students  |
| 90     | Second Semester           |           | 26   | 27   | 28   | 29        | 30       | 39.6          |           |                         |
| 76     | TOTAL both Semesters      | _         |      |      |      |           |          |               |           |                         |
|        |                           | SEPTEMBER | 2    | 3    | 4    | 5         | 6        | 66            | 2-Sep     | No School               |
| :50/2  | 2:00 Early Outs           | '         | 9    | 10   | 11   | 12        | 13       | 97.5          | 11-Sep    | Early Out, Teacher PD   |
| 1- Se  | ep (PD)                   |           | 16   | 17   | 18   | 19        | 20       | 130.5         |           |                         |
| 9- Oct | (PD)                      |           | 23   | 24   | 25   | 26        | 27       | 162           |           |                         |
| - Nov  | v (P-T Conferences)       |           | 30   |      |      |           |          | 168.6         |           |                         |
| 7- Nov | v (P-T Conferences)       |           |      |      |      |           |          |               |           |                         |
| 11- De | ec (PD)                   | OCTOBER   |      | 1    | 2    | 3         | **4      | 188.4         | 4- Oct    | Teacher PD, School Safe |
| 22- Ja | in (PD)                   |           | 7    | 8    | 9    | 10        | 11       | 219.9         | 9-Oct     | Early Out, Teacher PD   |
| L2- Fe | eb (PD)                   |           | 14   | 15   | 16   | 17        | 18       | 252.9         | 24-Oct    | End Qtr 1               |
| 26- Fe | eb (PD)                   |           | 21   | 22   | 23   | 24        | **25     | 279.3         | 25-Oct    | Teacher PD and Work Da  |
| 3- Mai | r (P-T Conferences)       |           | 28   | 29   | 30   | 31        | _        | 305.7         |           |                         |
| 6- Mai | r (P-T Conferences)       |           |      |      |      |           |          |               |           |                         |
| 9- Apr | (PD)                      | NOVEMBER  |      |      |      |           | 1        | 312.3         | 4/7-Nov   | Parent Conferences      |
| 23- Ap | or (PD)                   |           | **4  | 5    | 6    | **7       | 8        | 342.3         | 5-Nov     | Election Day            |
| 14- Ma | ay (PD)                   |           | 11   | 12   | 13   | 14        | 15       | 375.3         | 8-Nov     | No School               |
| 30- Ma | ay (Last Day)             |           | 18   | 19   | 20   | 21        | 22       | 408.3         | 27-29-Nov | No School               |
|        |                           |           | 25   | 26   | 27   | 28        | 29       | 421.5         |           |                         |
|        |                           |           |      |      |      |           |          |               |           |                         |
| Teach  | er Contract               | DECEMBER  | 2    | 3    | 4    | 5         | 6        | 454.5         | 11-Dec    | Early Out, Teacher PD   |
| 2      | Teacher Flex Days         |           | 9    | 10   | 11   | 12        | 13       | 486           | 23-31 Dec | No School               |
| 3      | Pre-service/Work Days     |           | 16   | 17   | 18   | 19        | 20       | 519           |           |                         |
| 2      | P-T Conference Comp Days  |           | 23   | 24   | 25   | 26        | 27       | 1             |           |                         |
| 4      | In-service/Work Days      |           | 30   | 31   |      |           | _        | 4             |           |                         |
| D      | Post-service/Work Days    |           |      |      | •    |           |          |               |           |                         |
| 176    | Student Days              | JANUARY   |      |      | 1    | 2         | 3        | 532.2         | 1-Jan     | No School               |
| 187    | Total Teacher Days        | _         | 6    | 7    | 8    | 9         | **10     | 558.6         | 9-Jan     | End Qtr 2               |
|        |                           |           | 13   | 14   | 15   | 16        | 17       | 591.6         | 10-Jan    | Teacher PD and Work Da  |
| Stude  | nt Totals                 |           | 20   | 21   | 22   | 23        | 24       | 623.1         | 22-Jan    | Early Out, Teacher PD   |
| 1152.3 | 3 Total Student Hours     |           | 27   | 28   | 29   | 30        | 31       | 656.1         |           |                         |
| 176    | Total Student Days        |           |      |      |      |           |          |               |           |                         |
|        |                           | FEBRUARY  | 3    | 4    | 5    | 6         | 7        | 689.1         | 12-Feb    | Early Out, Teacher PD   |
| Calen  | dar Kev                   |           | 10   | 11   | 12   | 13        | 14       | 720.6         | 26-Feb    | Early Out, Teacher PD   |
|        | No School Days            |           | 17   | 18   | 19   | 20        | 21       | 753.6         |           |                         |
| ***    | No Students, Teacher PD   |           | 24   | 25   | 26   | 27        | 28       | 785.1         |           |                         |
|        | Early Out for PD          |           |      |      |      | •         |          |               |           |                         |
| **     | Early Out for Conferences | MARCH     | **3  | 4    | 5    | **6       | 7        | 815.1         | 3/6- Mar  | P-T Conferences         |
|        | -                         |           | 10   | 11   | 12   | 13        | 14       |               | 7-14-Mar  | No School               |
|        |                           |           | 17   | 18   | 19   | 20        | 21       | 848.1         | 21-Mar    | End Qtr 3               |
|        |                           |           | **24 | 25   | 26   | 27        | 28       | 874.5         | 24-Mar    | Teacher PD and Work Da  |
|        |                           |           | 31   | •    |      |           |          | 881.1         |           |                         |
|        |                           |           |      |      |      |           |          |               |           |                         |
|        |                           | APRIL     |      | 1    | 2    | 3         | 4        | 907.5         | 9-Apr     | Early Out, Teacher PD   |
|        |                           |           | 7    | 8    | 9    | 10        | 11       | 939           | 18-Apr    | No School               |
|        |                           |           | 14   | 15   | 16   | 17        | 18       | 965.4         | 23-Apr    | Early Out, Teacher PD   |
|        |                           |           | 21   | 22   | 23   | 24        | 25       | 996.9         |           |                         |
|        |                           |           | 28   | 29   | 30   | •         |          | 1016.7        |           |                         |
|        |                           |           |      |      |      |           |          |               |           |                         |
|        |                           | MAY       |      |      |      | 1         | 2        | 1029.9        | 14-May    | Early Out, Teacher PD   |
|        |                           |           | 5    | 6    | 7    | 8         | 9        | 1062.9        | 30-May    | Early Out, Last Day     |
|        |                           |           | 12   | 13   | 14   | 15        | 16       | 1094.4        | 30-May    | End Qtr 4               |
|        |                           |           | 19   | 20   | 21   | 22        | 23       | 1127.4        |           | •                       |
|        |                           | I         | 26   | 27   | 28   | 29        | 30       |               |           |                         |
|        |                           |           | 20   | 21   | 20   | 20        |          | 1102.0        |           |                         |
|        |                           |           |      |      |      |           |          |               |           |                         |

Belmond-Klemme Community School District has elected to schedule a minimum of 1080 instructional hours in the District Calendar to meet State of Iowa requirements (Code No 601.1)

## **Organizational Chart**



#### Job Classifications

#### **Instructional Staff Classifications:**

- A. Grades PreK-6, including Title 1 assignments
- B. Grades 7-12, by subject area:
  - 1. Business Education and Computers
  - 2. Foreign Language
  - 3. Family and Consumer Science
  - 4. Industrial Technology
  - 5. Language Arts
  - 6. Mathematics
  - 7. Science
  - 8. Social Studies
- C. Special areas Pre-K-12
  - 1. Art
  - 2. Talented and Gifted
  - 3. Guidance
  - 4. Instrumental Music
  - 5. General Music
  - 6. Library Science
  - 7. Physical Education
  - 8. Special education
  - 9. At Risk
  - 10. Health
  - 11. English Learners

#### **Support Staff Classifications:**

**Bus Drivers** 

Specialty Academic Bus Drivers

Class II: Cook

Class III: Paraeducators (Library Aide, Teacher Aide)
Class IV: Custodian, Secretary, Head Cook, Head Baker

## **Work Assignments**

As soon as possible, but no later than July 1 (except in cases of emergency), the Superintendent or building principal shall email to each affected individual a system-wide schedule showing the class and/or subject assignment(s), room assignment(s), and building assignment(s) for the forthcoming year for all instructional employees.

Support staff shall be notified of their work assignments for the next year as soon as possible, although sometimes changes may be forced on the district at the beginning of the year or even during the year.

#### **Definitions**

- An administrator's title, such as superintendent or principal, also means that individual's designee unless otherwise stated.
- "Certified staff" consists generally of school employees who hold a license from the Iowa Board of Educational Examiners. Other terms used to describe certified staff include faculty or instructional staff.
- "Classified staff" consists of school employees that do not necessarily need certification or licensure to be qualified for the job. Other terms used to describe classified staff include classified employees, support staff, or non-certified staff.
- "The district" means the Belmond-Klemme Community School District.
- "Paraeducators" work under the supervision of teachers or other licensed personnel who have the ultimate responsibility for the design and implementation of education and services. Other terms used to describe para-educators include paraprofessional, educational aide, associate, or teacher assistant.
- "Parent" also means "guardian" unless otherwise stated.
- "School activities" means all school activities in which students are involved whether they are school-sponsored or school-approved, whether they are an event or an activity, or whether they are held on or off school grounds.
- "School facilities" includes school district buildings and vehicles.
- "School grounds" includes the school district facilities, school district property, property within the jurisdiction of the school district or school district premises, school-owned or school-operated buses or vehicles and chartered buses.
- "Workplace" is defined as the site for the performance of work done in the capacity as an employee.

#### **Board Policies**

Board policies are established for the success, safety, and protection of all school employees in the performance of their job duties. Board policies are available online on the district web site and in the office of the Board Secretary. Employees are expected to know existing board policies and know to refer to the policies when necessary.

If you have questions about board policies, please contact the Board Secretary.

## **Handbook Subject to Change**

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

## **COMPENSATION AND BENEFITS**

#### Licensure

An employee required to hold a license, authorization or certification for his/her position is solely responsible for ensuring it is current. Failure to do so could, and likely will, result in termination because by law the district cannot pay an employee who does not have a current license, authorization or certification. Specific information regarding an employee's license, authorization, or certification may be obtained from the Iowa Board of Educational Examiners (BOEE). The BOEE may be contacted by calling (515) 281-3245 or by visiting their website, located at www.boee.iowa.gov/.

## Compensation

#### **Placement on Salary Schedule**

The Board shall determine initial salary. The Board may determine later salary movement. The Board has the right to offer a signing bonus to prospective employees for the purpose of recruiting employees for hard-to-fill positions. The Board has the right to pay a bonus of up to \$5,000 to current employees for the purpose of retaining employees in hard-to-replace positions.

#### **Advancement in Salary**

Increases in salary are conditional upon an employee's receipt of a satisfactory job performance annual review.

#### **Extended Contract Rate**

A certified employee's salary is based upon the regular school calendar and the normal teaching load as set forth in the individual contract. Any employee whose assignment exceeds the regular work year will be compensated for each day of additional work.

The extended work year should be at a per diem rate and extended load or hours should be a prorated portion of the per diem rate. For example, if the work year is 186 days, then someone contracted for 196 days would receive 10 times the salary divided by 186 (\$55,800 / 186 = \$300 per diem times 10 days = \$3,000 additional pay)

## **Tax-sheltered Annuity**

Any employee may sign and deliver to the business office a form authorizing a payroll deduction deferring salary to be contributed directly to a tax-sheltered annuity (TSA). The district will provide notice of eligibility to participate annually. The employee must return the election form to the business office fifteen (15) days before the payroll in which the election is to begin. Election forms received after the cut off will start with the next available payroll. Such authorization shall continue in effect from year to year unless revoked in writing by a thirty (30) day notice to the business office.

#### Co-curricular Activities

Co-curricular activities are official school sponsored activities and are covered by school insurance. Employee participation in co-curricular activities which extend beyond the regularly scheduled school day shall be compensated accordingly as determined by the Board.

## **Required Activity Duty**

Mandatory service of one activity duty per teacher during the school year for which the teacher may choose compensation of one Athletic Pass or \$20. Employees are to find a replacement when unable to fulfill an activity duty.

## **Group Insurance Benefits**

Employees who work 30 hours or more per week or are full-time bus drivers are eligible for group insurance and health benefits. If dual contracts exist, the employee can only opt for one benefit. All new employees shall receive group insurance and health benefits information upon acceptance of employment. For additional information, please contact the Business Manager.

#### **Certified Staff Coverage**

The insurance protection afforded to certified staff shall be for twelve (12) consecutive months (beginning September 1 and ending August 31). Employees new to the District shall be covered by the insurance coverage prior to September 1 upon receipt of the monthly premium payment.

#### **Classified Staff Coverage**

The insurance protection afforded to classified staff shall begin the first day of the month following the month of employment. Coverage shall end the last of the month in which the employee last works.

#### Cash in Lieu of Health Insurance

An employee who is covered under another group health program as a spouse or a dependent may opt out of the district sponsored health plan. The employee must attest annually that they have Minimum Essential Coverage (MEC) from a source other than an Individual & Family Plan. An employee who waives coverage through the district and returns a signed attestation form to the district office will receive \$210.00 per month as cash in lieu of health insurance. For additional information, please contact the Business Manager.

## **Group Health Insurance**

Each employee shall continue to be covered by the presently existing health insurance program. The Board pays seven hundred and thirty five dollars (\$735) per month towards coverage.

- 1. The employee may apply the board's contribution to their health savings account if they have chosen a plan which costs less than the agreed to amount.
- 2. The Employee is responsible for establishing and maintaining the Health Savings Account. The District will be responsible for notifying new employees of the procedure for establishing an account and assisting the employee with establishing the HSA account. If they fail to maintain the account in good standing and the district is unable to deposit this benefit, after three months of effort to restore the account, the benefit will not be paid and the employee will lose that benefit.

**Dental Insurance** – Each employee shall be covered by the presently existing group dental program. The Board agrees to pay forty-five dollars and twenty-five cents (\$45.25) per month toward family or single coverage.

#### **Continuation**

In the event an employee, absent because of illness or injury, has exhausted sick leave accrual, the above-mentioned benefits shall be paid by the Employer and continue until twelve (12) consecutive months of protection is exhausted. The benefits shall not extend beyond August 31 of the current school year.

#### Life Insurance

Life Insurance is provided for certified and classified staff, following the same eligibility requirements as group health insurance. Coverage eligibility and plan documents are available by contacting the Business Manager.

## **Long-term Disability Insurance**

Long-term Disability Insurance is provided for certified and classified staff, following the same eligibility requirements as group health insurance. Coverage eligibility and plan documents are available by contacting the Business Manager.

## **Iowa Public Employees' Retirement System (IPERS)**

The district participates in the Iowa Public Employees' Retirement System (IPERS). This defined benefit plan provides a lifetime retirement benefit to you upon retirement in accordance with a formula based on your age, years of service and the average of your highest five years of wages. For additional information, please contact IPERS at 1-800-622-3849 or visit the IPERS website at <a href="https://www.ipers.org/index.html">www.ipers.org/index.html</a>.

#### **Retiree Health Insurance**

Iowa Code statute 509A.13 allows any public school employee who has worked for a public school district and attained the age of retirement qualification (55) to continue, at their own cost, on the group insurance plan. Belmond-Klemme offers retiree coverage continuation for health, dental, and vision insurance.

In order to continue your insurance under Iowa Code 509A.13, you must pay the full premium due by the last day of the month prior to the month of coverage. For example, you will need to make sure payment is received by August 31, 2024 for September 2024 coverage. There is no grace period included under this provision, and if payment is not received then coverage is dropped. You may pay in any increment you wish: Monthly, Quarterly, Annually.

You may continue with this option until the month in which you attain the age of 65 or otherwise become Medicare eligible. You will also be offered COBRA (Continuation of Benefits Rights Act) coverage upon retirement to continue for up to 18 months which you may apply for or refuse knowing that it only lasts for 18 months. Contact Business Manager for more information on continuing insurance coverage.

## **Travel Compensation**

Employees traveling on behalf of the district and performing approved school district business will be reimbursed for their actual and necessary expenses. Actual and necessary travel expenses will include, but not be limited to transportation and/or mileage costs, lodging expenses, meal expenses and registration costs. Employees are encouraged to use school vehicles for district business. Employees required to travel in their personal vehicle may be reimbursed at 25 cents per mile and must have the travel pre-approved by a building principal.

Reimbursement for actual and necessary expenses will be allowed for travel outside the school district if the employee received pre-approval for the travel. Prior to reimbursement of actual and necessary expenses, the employee must provide the school district with a detailed receipt, indicating the date, purpose, and nature of the expense for each claim item. Failure to have a detailed receipt will make the expense a personal expense. Personal expenses, including mileage, in excess of that required for the trip are reimbursed by the employee to the school district no later than 20 working days following the date of the expense.

## **Teacher Leadership and Compensation**

The goals of the Teacher Leadership and Compensation System (TLC) are:

- Attract able and promising new teachers by offering competitive starting salaries and offering short-term and long-term professional development and leadership opportunities.
- Retain effective teachers by providing enhanced career opportunities.
- Promote collaboration by developing and supporting opportunities for teachers in schools and school districts statewide to learn from each other.
- Reward professional growth and effective teaching by providing pathways for career opportunities that come with increased leadership responsibilities and involve increased compensation.
- Improve student achievement by strengthening instruction.

Those teachers who are working as part of the district's Teacher Leadership and Compensation System are known as the Teacher Leadership Cadre, also known as the TLC.

The goals of the district's TLC plan are as follows:

- 1) Improve recruitment and retention of high-quality teachers through increasing teacher leadership positions within the district.
- 2) Culture and Climate It is our belief that a healthy school district begins with the adults in the district. Therefore, we will intentionally work to improve that culture/climate.
- 3) Complex conversations will occur in structured, tiered environments with the intent of improving instruction and student understanding of content through collaborative grade-level teams facilitated by leadership positions.

- 4) New teachers will successfully lead their own classrooms upon completion of a mentoring program.
- 5) Teacher leaders will utilize the Iowa Professional Development Model to assist in planning, facilitating, and delivering professional development based on district initiatives, student achievement gaps, and individual needs of teachers.

## **EMPLOYEE RELATIONS**

## **Background Checks**

Employees are subject to criminal, dependent adult abuse and child abuse background checks at least every five years. The background check will either be conducted by the school district or another agency.

#### **Communication Channels**

Questions and problems are resolved at the lowest organizational level nearest to the complaint. School employees are responsible for conferring with their immediate supervisor on questions and concerns. Students and other members of the school district community will confer with a licensed employee and then with the principal on questions and concerns.

If resolution is not possible by any of the above, individuals may bring it to the attention of the superintendent within five school days of their discussion with the principal. If there is no resolution or plan for resolution by the superintendent within five school days of the individual's discussion with the superintendent, the individual may ask to have the question or problem placed on the board agenda. It is within the board's discretion whether to hear the concern.

It will first be the responsibility of the administrators to resolve questions and problems raised by the employees and the students they supervise and by other members of the school district community.

#### **Conflict of Interest**

No employee may use his or her position to obtain financial gain or anything of substantial value for the private benefit of himself or herself or his or her immediate family, or for an organization with which he or she is associated. Such actions may subject employees to disciplinary action, up to and including termination.

Employees will not act as an agent or dealer for the sale of textbooks or other school supplies to the school district. Employees will not participate for personal financial remuneration in outside activities wherein their position on the staff is used to sell goods or services to students or parents. Employees will not engage in outside work or activities where the source of information concerning the customer, client or employer originates from information obtained because of the employee's position in the school district.

Since employees have access to information and a captive audience that could present a conflict of interest, employees may only solicit other employees or students for personal or financial gain with the prior, advance approval of the superintendent. If the approval of the superintendent is given, the employee must conduct the solicitations within the conditions set by the superintendent. Further, the superintendent may, upon five days' notice, require the employee to cease approved solicitations as a condition of continued employment.

## **Employee Complaints**

Complaints of employees against fellow employees should be discussed directly between employees. If necessary, complaints will be brought directly to the immediate supervisor, principal or superintendent and will be made in a constructive and professional manner. Complaints will never be made in the presence of other employees, students, or outside persons.

## **Employee Orientation**

Employees must know their roles and duties. New employees will participate in an orientation program. The employee's immediate supervisor should provide the new employee with a review of the employee's responsibilities and duties. Payroll procedures and employee benefit programs and accompanying forms will be explained to the employee by the Business Manager.

## **Employee Records and Personnel Files**

The district will maintain personnel records on employees. The records are important for the daily administration of the educational program, for implementing board policy, for budget and financial planning and for meeting state and federal requirements

Employees may have access to their personnel files, except for letters of reference, and copy items from their personnel files at a time mutually agreed upon between the Business Office and the employee. The school district may charge a reasonable fee for each copy made. A representative of the Association, at the employee's request, may accompany the employee in this review. Credentials and letters of recommendation will be excluded from the file when it is to be examined by the employee. An employee's review of his/her personnel file shall occur in the office area. All requests for copies will be addressed in a reasonable time and for a reasonable cost to the employee.

The employee shall have the right to reproduce any of the contents of his/her personnel file except credentials or letter of recommendation. The employee shall bear the cost of such reproduction. Any entry directed toward an employee which is placed in his/her personnel file shall be promptly called to the employee's attention in writing. No evaluation file shall be maintained that is not available to the affected employee for review and reproduction.

## **School Equipment and Public Records**

Employees should have no expectation of privacy in their classrooms, desks, computers or other school district provided space or equipment. The school district may examine these items when needed. Anything on the school district's computers, server, website, etc. and in school district files, etc. are considered a public record and open to public inspection. If the school district conducts an examination or inspection under the terms of this policy, there will be at least two individuals present at the time of the examination or inspection. Should the school district get a request to see this information, at that time, a determination will be made whether the information can be withheld as confidential information. The school district assumes no responsibility or liability for any items of personal property which are placed in the desk or work space which is assigned to employees.

#### **Evaluation**

Evaluation of employees on their skills, abilities and competences is an ongoing process supervised by the building principals and conducted by approved evaluators, if required by law. The goal of the formal evaluation process is to improve the education program, to maintain employees who meet or exceed the board's standards of performance, to clarify the employee's role, to ascertain the areas in need of improvement, to clarify the immediate priorities of the board and to develop a working relationship between the administrators and other employees.

#### **Evaluation of Instructional Staff**

At the beginning of the year, or when requested by an employee, the administrative staff shall acquaint the employees with the Iowa Teaching Standards and Criterion and the procedures and evaluation instruments to be used, which will remain on file for review in the District Central Office.

Prior to the evaluation visitation, the teacher will confer with the evaluator and state in writing the goals, objectives, and proposed teaching methods to be used during the evaluation visitation. Evaluation procedures for beginning and career teachers shall be consistent among evaluators in the District.

During each school year involving the performance review, the evaluator and employee shall mutually agree on dates for pre-observation, if necessary, formal observation, and post observation conferences. The pre-observation conference must be a mutually agreed upon date and time prior to the formal observation. The post observation conference shall be held no later than five days following each formal evaluation.

In most cases the evaluator will remain in the classroom the entire class period if possible or for the duration of the activity.

- A. Observe the total classroom situation.
- B. Try to remain inconspicuous, although under certain circumstances he/she may visit with pupils, look at their work, and enter into activities of the class.
- C. Consider class activities before and after the period observed.
- D. After each observation is completed, a post observation conference shall be held to discuss and diagnose the teacher's performance. The summary record must clearly indicate factors outside the teacher's control, which affect the teaching process. The summary must be specific in those areas that are going to be worked on by the teacher as part of the individual career development plan.
- E. After the post observation conference, at which time equal opportunity shall be available for the teacher and evaluator to react, the summative evaluation form shall be signed by the teacher and evaluator. The teacher's signature will be considered only as evidence that the appraisal was read by the teacher and not as agreement or disagreement. If the teacher disagrees with the evaluation, a statement of disagreement shall be made by the teacher in writing and attached to the summary within two (2) weeks of receiving the summative evaluation form. The attached statement will not be altered by either party or the Superintendent's office at any time. The teacher will be given a copy of the evaluation and any attached statements.

By the end of January of the performance review year, the teacher and evaluator shall meet to identify the teacher's current status in meeting the eight (8) Iowa Teaching Standards and to discuss any additional

information or artifacts that are necessary to document success in meeting the Iowa Teaching Standards. The teacher and administrator shall continue to meet to review additional documentation and continue to identify the teacher's status in documenting the eight (8) Iowa Teaching Standards.

#### **Schedule of Evaluation**

- A. Beginning teachers and those new to the District will be evaluated a minimum of one (1) time per eighteen (18)-week period during the first and second half of the school year.
- B. Beginning teachers and those on intensive assistance will be evaluated in accordance with Chapter 284.
- C. Career teachers will be evaluated at a minimum of once every three (3) years.
- D. By March 15, if the evaluator determines that the teacher has not met any particular one of the eight standards or District standards, then the evaluator and the teacher shall jointly determine what information the evaluator needs in order to indicate the teacher meets all eight (8) standards. The teacher may request another observation or present the evaluator with data relative to the standard that is in question.
- E. By April 15, the evaluator shall complete the summative evaluation process for career teachers.
- F. By April 15, for those teachers in their second year of teaching, the evaluator shall complete the summative evaluation, and arrange a mutually agreed upon time to discuss the evaluation.
- G. Prior to the school year involving the individual career development plan, the career teacher shall submit an individual career development plan by May 15 that focuses on meeting standards and improving student achievement. The evaluator shall meet with the teacher to review the plan, jointly modify the plan as needed and approve the plan within ten (10) school days of its submission. Modifications of the plan can be made at any time by mutual agreement. The annual review of the plan shall occur at a mutually agreed upon date prior to April 15.
- H. Informal classroom visits by the Superintendent or his designee may occur at any time.

The building principal or appropriate supervisor shall provide the employee with assistance designed to improve the quality of instruction and to eliminate difficulties noted in any evaluation. Any assistance shall be noted in writing, and an initialed copy shall be retained by the appropriate supervisor and the employee.

All observations of an employee shall be considered with full knowledge of the employee and solely for the purpose of evaluation toward the improvement of instruction, as a means of assuring the most competent educational techniques.

## **Evaluation of Support Staff**

Evaluations will be conducted on at least an annual basis by the direct supervisors, building principals, or superintendent. These evaluations will be in writing to include narrative descriptions when possible. A copy of the evaluation will be given to the employee and the employee has a right to make a written response to the evaluation, which will become part of the evaluation. If requested by the employee, a review with an administrator other than the evaluator will be held. The completed evaluation will be maintained in the personnel file of the employee.

Employees shall be notified by September 15 of each year as to who will be their evaluator.

An employee shall immediately be provided a copy of any written complaint received by the District concerning said employee.

## **Cooperation in Workplace Investigations**

Any workplace investigation conducted by administrative staff or their designee will receive complete cooperation of all employees. Employees may be disciplined, up to and including termination, for making any untrue statement or providing information that is dishonest, misleading, inaccurate or incomplete during the investigation and related procedures. Employees may also be disciplined, up to and including termination, for impeding, obstructing, or failing to cooperate with the investigation and related procedures.

## **Mandatory Reporting of Post-Employment Arrests and Convictions**

Any employee who is arrested or convicted of any criminal charges shall report such information to the building principal within 48 hours. Failure to do so shall incur discipline, up to and including termination.

#### **Probationary Period**

For support staff, the first sixty (60) calendar days of work excluding any leave time within the district shall be a probationary period and the employee may be separated from work for any cause or any reason by the Board of Education during the probationary period without an appeal. No rights under this contract shall be applicable during the probationary period, but seniority shall be retroactive after that time.

During the 60-day probationary period, support staff employees may not avail themselves of any paid leave benefits.

For instructional staff, the first three years of a newly licensed teacher's contract is a probationary period unless the teacher has already successfully completed the three-year probationary period in an Iowa school district. Teachers who have successfully completed a probationary period in a previous Iowa school district will serve a two-year probationary period.

## **Public Complaints about an Employee**

Situations may arise in the operation of the school district which are of concern to parents and other members of the school district community. While constructive criticism is welcomed, the board desires to support its employees and their actions to free them from unnecessary, spiteful, or negative criticism and complaints that do not offer advice for improvement or change.

Concerns should be resolved at the lowest organizational level by those individuals closest to the concern. The following steps should be completed by the public in bringing forth a complaint against an employee:

- (a) Matters should first be addressed to the teacher or employee
- (b) Unsettled matters from (a) above or problems and questions about individual attendance centers should be addressed to the employees building principal.
- (c) Unsettled matters from (b) above or problems and questions concerning the school district should be directed to the superintendent

(d) If a matter cannot be settled satisfactorily by the superintendent, it may then be brought to the board for consideration. To bring concern, the individual shall notify the board president or board secretary in writing, who may bring it to the attention of the entire board. Policy 213.1

### **Qualifications, Recruitment, and Selections**

Job applicants for all positions will be considered on the basis of the following: training, experience, and skill; nature of the occupation; demonstrated competence; and possession of, or ability to obtain, state license if required for the position.

Job openings shall be posted to the online system required by the State of Iowa. Additional announcements of the position may occur in a manner which the superintendent believes will inform potential applicants about the position. Whenever possible, the preliminary screening of applicants will be conducted by the administrator who will be directly supervising and overseeing the person being hired.

The board will employ employees after receiving recommendations from the superintendent. The superintendent, however, will have the authority to hire an employee on a temporary basis until a recommendation can be made and action can be taken by the board on the position.

The board may employ temporary teachers for a period up to six months and temporary administrators up to nine months. Temporary employees will be employed to fill a vacancy created by a leave of absence or unexpected termination of a licensed employee.

#### **Release of Credit Information**

The following information will be released to an entity with whom an employee has applied for credit or has obtained credit: title of position, income and number of years employed. This information will be released without prior written notice to the employee as it is all public information. Confidential information about the employee will be released to an inquiring creditor with a written authorization from the employee.

#### **Posting of Job Vacancies**

As jobs open within the school district organization, the Superintendent will attempt to inform all employees of the vacancies in case there are employees who may wish to seek a transfer. Vacancies will be shared by email, either in a staff newsletter or in a special bulletin. Interested individuals who have indicated an interest in a particular position and have left a phone number or address with the Board Secretary will be contacted during the summer months if at all possible.

Temporary positions do not require a posting.

#### **Transfers**

Employees will have a minimum of five (5) business days to apply for a transfer to a job that has been posted. An employee who desires a transfer may file a written statement of such desire with the Superintendent. Such statement shall include the position, assignment, and/or building or buildings to which the employee desires to be transferred, in order of preference.

#### **Transfers for Instructional Staff**

#### **Filing Requests**

General requests for transfers for the following year shall be submitted not later than March 1 for the following school year or December 1 for the second (2nd) semester.

#### **Voluntary Transfers**

An applicant for a voluntary transfer will meet with the administration. This will allow the applicant to explain why the transfer is requested and why the applicant feels it will be beneficial not only to the applicant but also to the District.

If the applicant for a voluntary transfer is denied, a second meeting with the applicant and an Association representative will be held to discuss why the transfer was denied and a written explanation will be given to the applicant.

### **Involuntary Transfers**

**Notice** – Notice of involuntary transfer shall be given in writing to the affected employee with a copy to the Association by May 1 as practical and except in cases of emergency not later than July 1.

**Procedure** – If an involuntary transfer requires the employee to take additional coursework or attain additional certifications, the Employer shall reimburse the employee for all expenses including: tuition, fees, books, and mileage expenses at the current rate allowed by this handbook as travel compensation.

Before implementing any involuntary transfer, the administration will meet with the teacher and an Association representative to discuss the merits of the transfer and the educational needs of the District. This will afford the person subject to the transfer the opportunity to explain why the person feels the transfer is not in the best interest of the District.

## **Transfers for Support Staff**

#### **Transfers and Seniority**

Transfers within the department on the basis of seniority will be used first as long as the performance reviews of the employee seeking the transfer are satisfactory.

#### **Positions Not Filled**

In the event a posting is not filled by seniority transfers, any vacancies still existing shall be filled by outside applicants. The pool of outside applicants would include current employees of the district from other departments, employees on layoff and persons to date not yet employed by the district. Advertising and posting for positions may run concurrently. An attempt will be made first to fill the position internally.

#### **Decisions**

The decisions on hiring shall be made by the Board of Education upon the recommendation of the Superintendent of Schools.

## **Supervisors**

Supervisory positions are not subject to seniority transfers and are open to applications by anyone qualified whether internal or external to the District.

## **Work Day**

Work Day procedures are used to ensure that students will begin and end their day at a consistent time. Parents rely on consistent school work day procedures when preparing their family schedules.

The teacher Work Day at Belmond-Klemme Community School District shall be inclusive of an eight (8) hour period, generally from 7:45 A.M. to 3:45 P.M. Any deviation from the day established by the principal must be arranged through the principal.

During each school day, there will be available for teachers an average of one duty-free planning period. Each teacher shall have at least twenty (20) minutes of duty-free time during lunch hour each day. The District shall strive to provide planning of two (2) hours (average) per week to provide for interdisciplinary planning/retraining.

The Work Day for support staff will vary depending on the duties and the assigned hours which are set by the Superintendent.

Employees are to be in their assigned building during the work day. Advance approval to be absent from the school building must be obtained from the principal or supervisor whenever an employee must leave the school building during the work day.

On days preceding holidays and/or school vacations, teachers may leave ten minutes after all students have been dismissed.

## DISTRICT PROCEDURES AND GUIDELINES

#### **Business Office Procedures**

#### **Purchase Orders and Procedures**

All authorized district purchases are made on district purchase orders. Any purchase made directly between an employee and vendor without a purchase order is considered to be a personal transaction between the vendor and employee. The district is not responsible for these purchases.

Purchase requests are entered into WebLink.

- All vendors must be set up in WebLink and a W-9 must be on file prior to purchase. Contact the business office if a vendor is not in the system.
- After a requisition is entered, it goes through the approval process.
- If approved, the purchaser will receive a purchase order from the business office via email.
- The purchaser is responsible for submitting the purchase order to the vendor. The business office will help upon request.
- No orders should be placed until *AFTER* a Purchase Order is created.

All items must be shipped to the appropriate building and all bills must be sent to the Business Office.

- When ordering online, be sure to check the shipping address.
- o Packing slip is verified by the purchaser and given to the business office. Discrepancies should be noted on the packing slip.
- Vendor statements and invoices must be sent to the business office.
- o All contracts, quotes, receipts, bills, and packing slips must be forwarded to the business office.

Purchases made without a purchase order are discouraged and not the responsibility of the district. In the event the principal/supervisor approves reimbursement to an employee for a purchase, *NO SALES TAX* will be paid.

#### **Credit Cards**

District credit cards must be checked out and returned after use. The credit card custodian will keep the credit cards secure and will keep a log of all activity showing date, time, person who checked it out, reason for checking it out, and date/time of card return.

- The credit card may only be used by the individual who has checked out the card. *Never lend* the district credit card to someone else or allow someone to use the card number to make a purchase.
- Detailed receipts must be turned in with the card.
- For local purchases, keep a copy of the charge slip, *itemized* sales receipt, and/or any other information related to the purchase(s). When ordering on-line, also print the final payment confirmation page for documentation.
- When using credit cards for meals or lodging, ask for itemized receipts. You will be required to reimburse the District for any charges that are missing itemized receipts.
- The District does not pay state sales and local option taxes except in some cases of meals or hotel stays. If tax is charged on a purchase, the purchaser is responsible for paying the tax or obtaining a refund.

- District credit cards may *not* be used for the following: personal uses, cash advances, money orders, gift cards, fixed assets, salaries/wages/benefits, cell phones/pagers, etc.
- The credit card may be used for *current* year expenses only-no prepays are allowed for the next fiscal year. Contact the Business Manager with questions regarding specific situations.
- All invoices/charges must be billed to the Belmond-Klemme Community School District and not the District employee.
- All District and building purchasing policies and procedures must be followed when utilizing the District credit card.
- Lost or stolen cards must be reported immediately to the Business Manager.

#### **Child Labor**

The district complies with both state and federal child labor laws. Under Iowa Child Labor laws, Iowa Code Chapter 92, minors under the age of 18 are prohibited from working in certain occupations, performing certain duties and from using certain equipment. For more information on federal child labor laws, contact the U.S. Department of Labor, Wage and Hour Division, in Des Moines at (515) 284-4625 or visit www.iowadivisionoflabor.gov/child-labor.

## **School Improvement Advisory Council**

In the State of Iowa, all public schools need a School Improvement Advisory Council (SIAC) that serves as an advisory body to the school board. A SIAC is a committee made up of students, parents, teachers, support staff, administrators, and representatives of the local community. The people from the community should include representatives of business, industry, labor, community agencies, and other community constituents. To the extent possible, committee membership should be balanced among race, gender, national origin, and disability, so it reflects our community.

The purpose of a SIAC is to identify the following:

- a. Major educational needs;
- b. Student learning goals;
- c. Long-range and annual improvement goals;
- d. Desired levels of student performance;
- e. Progress toward meeting the goals; and
- f. Harassment or bullying prevention goals, programs, and training.

Both certified staff and support staff are encouraged to volunteer and participate as part of our school district's SIAC.

## Copyright

Copyright is a form of intellectual property that protects original works of authorship including literary, dramatic, musical, and artistic works. The copyright laws of the United States make it illegal for anyone to duplicate copyrighted materials without permission. Severe penalties are provided for unauthorized copying of all materials covered by the act unless the copying falls within the bounds of the "fair use" doctrine. Any duplication of copyrighted materials by district employees must be done with permission of the copyright holder or within the bounds of "fair use."

#### **Discipline**

Employee violations of board policy and work rules may result in discipline, up to and including termination. Employees whose employment is terminated will be given the appropriate level of due process as required by law.

The district uses progressive discipline procedures to prevent undesirable employee behavioral issues. In most cases, the district will follow the steps below. However, the district may combine or skip steps depending on the facts of each situation and the nature of the offense.

#### Step One – Verbal Warning

The employee and the principal or immediate supervisor shall meet to bring attention to the existing conduct issue. The principal or immediate supervisor shall discuss the nature of the problem and clearly describe company policies and procedures. The principal or immediate supervisor shall document this meeting.

#### Step Two - Written Warning

If the issue in Step One is not corrected, the employee and the principal or immediate supervisor shall meet to review the existing behavioral issue and any additional incidents. The principal or immediate supervisor shall outline the consequences for failing to meet conduct expectations to the employee. Employees in Step Two shall be placed in an intensive assistance plan.

The principal or immediate supervisor shall document the Step Two meeting and give a copy of the documentation to the employee. The original copy shall be placed in the employee's personnel file.

#### Step Three - Recommendation for Termination of Employment

If the issue in Step Two is not corrected, the employee may be subject to the termination procedures as outlined in Iowa Code and in board policy. The principal or immediate supervisor will discuss the appropriate action with the superintendent. The superintendent has the authority to recommend the termination of an employee to the Board.

## **Employee Recognition**

The district recognizes and appreciates the services of its employees. Employees who retire or resign may be honored by the board, administration, and staff in an appropriate manner. If the form of honor deemed appropriate by the administration and employees involves unusual expenses to the school district, the superintendent will seek prior approval from the board.

## **Employee Publication or Creation of Materials**

Materials created by employees and/or the financial gain therefore are the property of the school district if school materials and/or time were used in their creation and/or such materials were created in the scope of the employee's employment unless prior arrangements are made. The employee must seek prior written approval of the superintendent concerning such activities.

## **Professional Development**

High quality teaching is imperative for student success and professional development plays a key role in this success. Employees are expected to attend all professional development opportunities and staff meetings provided by the school district unless they are on leave or have been excused by the Superintendent.

Requests for attendance or participation in a development program, other than those development programs sponsored by the school district, are made to building principals. Approval of building principals must be obtained prior to attendance by a licensed employee in a professional development program when the attendance would result in the licensed employee being excused from their duties or when the school district pays the expenses for the program.

## **Religious Holiday Celebrations in Public Schools**

Public school officials need to be respectful of the religious beliefs of employees and students. The Iowa Department of Education has provided the following non-exhaustive checklist for prohibited and permissive activities related to religious holiday celebrations in public schools. This information may be located at www.educateiowa.gov/resources/laws-and-regulations/legal-lessons/religious-holiday-celebrations-public-schools.

#### **Prohibited Activities:**

- Displays of religious symbols such as a crèche, an angel, a menorah, or a banner with a religious message (e.g., "Gloria in Excelsis Deo")
- Display of a Christmas tree with religious symbols such as stars, angels, the baby Jesus, etc.
- School-wide prayer or Scripture readings
- A musical concert with exclusively religious music
- Banning students from offering candy canes or other items with a religious message during Noninstructional time (before or after school or during a recess) and not done in the classroom. Schools may still prohibit distribution within classrooms.
- Holding a "Christmas Party" in the classroom. (A "holiday" or "end of semester" or "end of 2021" party is OK.)

#### Permissible Activities:

- Including religious music selections during public holiday concerts if non-religious music is included
- Holding holiday concerts at religious sites if the concerts are also held at non-religious sites
- Displaying a "giving tree," (e.g., a tree on which students hang donated items such as mittens, gloves, etc.)
- Displays of religious symbols when combined with other symbols of cultural and ethnic heritage such as Kwanzaa symbols, Frosty the Snowman, other festive figures, such as a "Happy Holidays" banner, etc.
- Displays of symbols representing many religious beliefs, even without non-religious symbols. But, just displaying symbols from Christianity and Judaism is an impermissible endorsement of dual beliefs. The display must present a message of pluralism and freedom to choose one's own beliefs.

#### **School Fees**

Iowa law identifies the types of fees schools can charge. School districts only have the authority to charge fees for textbooks, school supplies, eye and ear protective devices, summer school, driver's education and transportation for students not eligible for free transportation. For those that are charged, the fees must be waived or reduced for those students who meet the eligibility requirements for free or reduced-price meals. Employees cannot charge a student fee for anything without prior consent of building principals.

## **School Nutrition Program**

The district operates a school nutrition program. Employees may purchase meals and other items, including milk.

| \$2.20 |
|--------|
| \$1.35 |
| \$4.95 |
| \$2.10 |
|        |

Staff members are not permitted to carry negative lunch account balances.

## **School Publicity and Community Relations**

The district staff is the connection between the schools and the community. Employees are expected to work in a professional manner with parents and the community, when appropriate, for their positions. Teachers especially are expected to work closely with parents throughout the school year to ensure the success of all students, as parents are vital partners in the education of their children.

The board president is the spokesperson for the board, and the superintendent is the spokesperson for the school district. It is the responsibility of the board president and superintendent to respond to inquiries from the news media about the school district.

## Staff Meetings

Staff meetings provide an opportunity for the communication of important school district information to be shared between administration and employees. Employees are expected to attend staff meetings unless they are on leave or excused by an administrator. Building principals and department heads will keep employees informed of scheduled staff meetings. If an after-school staff meeting runs beyond the regular school work day, teachers are asked to extend their time until the completion of the meeting.

## CONDUCT IN THE WORKPLACE

## **Employee Use of Cellphones**

School district and personal phones and message devices are to be used appropriately at times that do not conflict with the employees' duties. Personal calls should be made during sanctioned breaks.

## **Fighting**

Any verbal or physical altercations between or among employees or others will not be tolerated and may subject the employee(s) to disciplinary action, up to and including termination.

#### **Attention to Duties**

All employees are mindful that students are not to be left unattended and employees should not place themselves in any position where student safety is at risk or neglect of duty could be claimed. Employees, in a supervisory role, needing to leave an area where students are present must ensure another adult is present before leaving.

## Offensive or Abusive Language

Threatening, intimidating, or using abusive and profane language by school district employees towards others, including derogatory slurs, will not be tolerated. Violation will incur discipline, up to and including termination.

## **Performing Unauthorized Work While on Duty**

All district employees are prohibited from performing unauthorized work while on duty. Doing so could result in discipline, up to and including termination.

## **Use of School Facilities and Equipment**

The district attempts to maintain equipment and supplies which permit work to be accomplished in the most efficient and effective manner possible. While employees are encouraged to use these items, it is important to understand that they are school district property only to be used for conducting school district business.

Abuse or misuse of school district or non-district owned property is to be reported immediately to a building principal. Failure to do so will limit district responsibility and/or increase employee responsibility. It is expected all employees will use care and caution when using district and non-district property.

Abuse or misuse or unauthorized use of district property, private property, materials and/or equipment is subject to discipline, up to and including termination.

## **EMPLOYEE STANDARDS OF CONDUCT**

## **Academic Freedom**

The district's curriculum leaves room for teacher discretion and academic freedom within the confines of acceptable materials as outlined in each curriculum and within State of Iowa Code. Teachers are expected to use good judgment in their pedagogy and consider the culture and climate of the school and community and age of the students, as they individualize curriculum and provide a learning environment and assignments for their students.

#### **Break or Meal Periods**

Leaving the place of duty during a work shift without permission of a building principal, except during unpaid break periods, is cause for discipline, up to and including termination. Employees leaving the building are asked to sign out in the building's office. Employees are expected to return to work immediately upon completion of a paid or sanctioned unpaid break.

## **Dress and Grooming**

School plays a major role in the lives of all boys and girls. Thus, all school employees are responsible for providing a positive image to students. If, in the opinion of an employee's supervisor, a staff member's dress, grooming, and/or demeanor are not presenting a positive image, it will be the responsibility of that supervisor to encourage that staff member to change his/her habits.

All employees are required to dress in a professional and appropriate manner. Any clothing which could be deemed unsafe could result in disciplinary action. Clothing deemed inappropriate will be discussed with the employee. Questions about appropriate attire should be addressed to a building principal. Also, as role models for students, all staff members are expected to not only dress appropriately, but to practice exemplary hygiene.

Special dress occasions are sometimes endorsed by the building administration. Activities like these promote an "esprit de corps" and allow kids and staff to get together and boost school pride. Support staff are welcome and encouraged to participate.

## **Employee Outside Employment**

The board believes that the primary responsibility of employees is to the duties of their position within the school district as outlined in their job description. The board expects that district employees will give the responsibilities of their positions in the school district priority over any other employment. Employees with external employment must keep the two positions separate and the external job cannot impact the school district job. Should a supervisor believe the external position is impacting the internal one; the supervisor will address it with the employee. The board may request the employee to cease the outside employment as a condition of continued employment with the school district.

## **Employee Political Activity**

Employees have full equality with other citizens in the exercise of their political rights and responsibilities, but employees shall refrain from certain political activities in the workplace and on district property under the jurisdiction of the board and State of Iowa Code. Such prohibitions include, but are not limited to:

- Engaging in any activity for the solicitation, promotion, election or defeat of any referendum, candidate for public office, legislation or other political action during work hours/while engaged in official duties and in the presence of any student.
- Soliciting or receiving from any employee or other person any contribution or service for any political purpose during work hours/while engaged in official duties.
- Using classrooms, buildings or students for solicitation, promotion, election or defeat of any referendum, candidate for public office, legislation or other political action. (This provision does not apply to employee use of district facilities if they are related to third-party events/activities authorized by the district that are outside the employee's scope of employment.)
- Using school equipment or materials for solicitation, promotion, election or defeat or any referendum, candidate for public office, legislation or other political action.

Engaging in prohibited political activities may be grounds for disciplinary action, up to and including termination.

## Ethics - Board of Educational Examiners

School district employees are expected to perform their jobs in an ethical and honest manner consistent with board policy and the Iowa Board of Educational Examiners (BOEE) rules. Any actions deemed unethical or dishonest will incur appropriate discipline. Licensed staff members are expected to know and understand the Code of Professional Conduct and Ethics of the BOEE. The BOEE's Code of Professional Conduct and Ethics constitutes mandatory minimum standards of practice for all licensed employees. While classified employees, except coaches, are not subject to the BOEE Code of Ethics, it is good guidance for all employees and recommended reading for classified employees as well.

For a copy of the ethics code and mandatory reports please visit <a href="https://www.boee.iowa.gov/document/mandatory-reporting-ethics-complaints-memo">www.boee.iowa.gov/document/mandatory-reporting-ethics-complaints-memo</a>

## **Expectations to Complete Reports**

In order to have the school district function in an efficient manner, all employees are expected to meet deadlines for all assigned paper or electronic reports, including but not limited to: time sheets, grade reports, student records, Individualized Education Plan (IEP) documentation and testing results. Failure to meet the required deadlines may result in discipline, up to and including termination.

#### **Gifts**

Employees will not, either directly or indirectly, solicit, accept or receive any gift or series of gifts, unless the gift is valued at less than three dollars or has a negligible resale value. Honorariums may be received but must be turned over to the school district unless the employee was on his or her own time, the donor does not meet the definition of "restricted donor" or the gift or honorarium does not meet the definition of gift or honorarium.

#### Insubordination

Insubordination, disobedience, failure or refusal to follow the written or oral instructions of supervisory authority or to carry out work assignments will not be tolerated. Insubordination will result in discipline up to and including termination.

## **Relationships with Co-workers**

School district employees are encouraged to create an environment where co-workers' collaboration and cooperation add to the overall functioning of the district and fulfillment of individual job responsibilities. All employees must have a respectful attitude toward their job and co-workers, and they should not allow students, teachers, fellow workers, or others to interrupt or demean their work.

#### Retaliation

Retaliation against any person because the person has filed a bullying or harassment complaint or assisted or participated in a harassment investigation or proceeding, is also prohibited. Individuals who knowingly file false harassment complaints and any person who gives false statements in an investigation shall be subject to discipline by appropriate measures, as shall any person who is found to have retaliated against another in violation of this policy. Any school employee found to have retaliated in violation of this policy shall be subject to measures up to, and including, termination of employment. Any school volunteer found to have retaliated in violation of this policy shall be subject to measures up to, and including, exclusion from school grounds.

## Staff Technology Use/Social Networking

Usage of the school district's computer resources is a privilege, not a right, and use entails responsibility. All information on the school district's computer system is considered a public record. Whether there is an exception to keep some narrow, specific content confidential is determined on a case by case basis. Therefore, users of the school district's computer network must not expect, nor does the school district guarantee, privacy for email or use of the school district's computer network including websites visited. The school district reserves the right to access and view any material stored on school district equipment or any material used in conjunction with the school district's computer network.

Employees shall not post confidential or proprietary information, including photographic images, about the school district, its employees, students, agents, or others on any external web site without consent of the superintendent. The employee shall adhere to all applicable privacy and confidentiality policies adopted by the school district when on external websites. Employees shall not use the school district logos, images, iconography, etc. on external websites. Employees shall not use school district time or property on external sites that are not in direct-relation to the employee's job. Employees, students, and volunteers need to realize that the internet is not a closed system and anything posted on an external site may be viewed by others, all over the world. Employees, students, and volunteers who do not want school administrators to know their personal information should refrain from exposing it on the internet. Employees who would like to start a social media site for school district sanctioned activities should

contact the superintendent for approval. Once approved by the superintendent, the employee must work with the Technology Director in establishing and maintaining the site.

#### **Theft**

All thefts should be reported immediately to a principal or supervisor. Any employee found to be involved in theft of the district's or another person's property will result in appropriate discipline, up to and including termination.

## **Treatment of Patrons of the District**

Patrons of the district are to be treated with respect on school grounds and at school events. Employees should be courteous at all times, and report to district administration any mistreatment by district patrons.

## STUDENT AND CLASSROOM ISSUES

## Abuse of Students by a School District Employee

School district employees are encouraged to create professional relationships with students so as to assist with their learning. Employees must not create relationships with students that are unhealthy or illegal. Adults must always be in a position to be trusted and caring for students, but the district will not tolerate any inappropriate relationships.

Physical or sexual abuse of students, including sexual behavior, by employees will not be tolerated. Employees found in violation of this policy will be subject to discipline, up to and including termination.

The district will respond promptly to allegations of abuse of students by school district employees by investigating or arranging for the investigation of an allegation. Employees are required to assist in the investigation when requested to provide information and to maintain confidentiality of the reporting and investigation process.

## **Child Abuse Reporting**

The district believes in protecting our students and we strive for them to be productive without outside factors weighing on their ability to learn. In compliance with state law and to provide protection to victims of child abuse, the board believes incidents of alleged child abuse should be reported to the proper authorities. Employees are required as mandatory reporters to report alleged incidents of child abuse they become aware of within the scope of their professional duties.

Child abuse is the result of the acts or omissions of a person responsible for the care of a person under the age of 18 who has suffered one or more of the categories of child abuse as defined in Iowa Code 232.68 (physical abuse, mental injury, sexual abuse, denial of critical care, failure to supervise, child prostitution, presence of illegal drugs, manufacturing or possession of a dangerous substance, bestiality in the presence of a minor, allows access by a registered sex offender, allows access to obscene material or child trafficking).

When a mandatory reporter suspects a student is the victim of child abuse, the mandatory reporter shall make an oral report of the suspected child abuse to the Iowa Department of Human Services within 24 hours of becoming aware of the abusive incident and shall make a written report to the Iowa Department of Human Services within 48 hours following the oral report. If the mandatory reporter believes the child is in immediate danger, the local law enforcement agency will also be notified.

#### **Child and Dependent Adult Abuse Training**

Within six months of their initial employment, mandatory reporters will take a two-hour training course involving the identification and reporting of child abuse, or submit evidence they have taken the course within the previous three years. The course will be re-taken *at least every three years*.

## **Corporal Punishment, Restraint, and Detaining Students**

State law forbids school employees from using corporal punishment against any student. Certain actions by school employees are not considered corporal punishment. School employees may use "reasonable and necessary force, not designed or intended to cause pain" to do certain things, such as prevent harm to persons or property.

State law also places limits on school employees' abilities to restrain or confine and detain any student. The law limits why, how, where, and for how long a school employee may restrain or confine and detain a student. If a student is restrained or confined and detained, the school must maintain documentation and must provide certain types of notice to the child's parent. For additional information regarding Iowa law on this issue, please visit the "Timeout, Seclusion, and Restraint" section of the Iowa Department of Education's website, located at www.educateiowa.gov/pk-12/learner-supports/timeout-seclusion-restraint.

## **Field Trips**

In certain classes, field trips and excursions are authorized and may be taken as an extension of the classroom to contribute to the achievement of the educational goals of the school district. If a field trip is required for a course, students are expected to attend the field trip, unless an appropriate reason prohibits attendance. The field trip must be approved by a building principal in advance.

## Individuals with Disabilities Education Act (IDEA)

The Individuals with Disabilities Education Act (IDEA) is a federal law ensuring services to children with disabilities throughout the nation. IDEA governs how states and public agencies provide early intervention, special education and related services to eligible children. Employees are expected to comply with IDEA. For additional information regarding IDEA, please visit The United States Department of Education website, located at https://sites.ed.gov/idea/. Additionally, employees are expected to follow school district procedures for identifying students who need additional assistance and meet the needs of identified students.

## **Homework and Grading**

Semester grades are cumulative and are recorded on student transcripts. Grade point averages and credits are determined at the end of each semester. Reports are sent out for students having difficulty and/or to report special achievement. Report cards are issued at the end of each semester. Conferences are held two times per year.

Incomplete work is due ten school days from the end of the semester and only for extenuating circumstances (i.e., lengthy illness). The principal must approve any incomplete work.

## **Searches of Students and Property**

In order to protect the health and safety of students, employees, and visitors to the school district and for the protection of the school district facilities, students and their belongings and school owned lockers and desks may be searched or inspected without a search warrant.

Employees must adhere to district policy and administrative regulations regarding the search, pat down, or inspection of a student and his or her belongings.

## **Standardized Testing and Assessment**

Assessment is an important part of the education process and the school district is committed to ensuring the integrity of testing and assessment practices. Employees are expected to administer standardized tests consistent with Iowa law and Board of Educational Examiners ethical codes that promote the integrity of the assessment and the validity of student responses. Failure to do so may result in discipline, up to and including termination.

## Student Funds and Fundraising

Student fundraising for school activities may occur upon approval of the principal *at least eight weeks prior* to the fundraising event or the start of a fundraising campaign and with an employee overseeing the fundraising. Funds raised remain in the control of the school district and the board. School-sponsored student organizations must identify a specific purpose for fundraising and secure the approval of the principal prior to spending the money raised.

Any person or entity acting on behalf of the district and wishing to conduct an online fundraising campaign for the benefit of the district shall begin the process by seeking prior approval from the superintendent. Money or items raised by an online fundraising campaign will be the property of the district only upon acceptance by the board, and will be used only in accordance with the terms for which they were given, as agreed to by the board

#### **Student Records**

School employees are entrusted with confidential information – whether it is about students or fellow employees. Employees must not disclose confidential student information unless it is permitted by law. Please contact a building principal if you have a request for student records.

Give careful thought to what you discuss concerning school matters whether with parents, colleagues, and members of the community. Rumors and criticism are promoted by outside gossip. Many rumors and unnecessary criticism can be avoided by referring community members to the school principal or appropriate staff member. Employees must exercise significant care and judgment when handling confidential information. A break in confidentiality can result in discipline, up to and including termination, and expose the employee to personal liability for violation of Iowa's privacy law.

## **Transporting of Students by Employees**

Generally, transportation of students is in a motor vehicle owned by the school district and driven by a school bus driver. Students may be transported in private vehicles for school purposes. It is within the discretion of the superintendent to determine when this is appropriate. Individuals transporting students for school purposes in private vehicles must have the permission of the superintendent or building principal and meet all applicable requirements set by the district. Private vehicles will be used only when:

- The vehicle in in good condition and meets all applicable safety requirements;
- The driver possesses a valid drivers' license;
- Proof of insurance has been supplied to the superintendent and insurance satisfies the minimum coverage requirements for driving personal vehicles in the State of Iowa; and
- The parents of the students to be transported have given written permission to the superintendent.

## **Tutoring**

Every effort will be made by the licensed employees to help students with learning problems before recommending that the parents engage a tutor. Since there are exceptional cases when tutoring will help students overcome learning deficiencies, tutoring by licensed employees may be approved by the superintendent. Licensed employees may only tutor students other than those for whom the teacher is currently exercising teaching, administrative, or supervisory responsibility unless approved by the superintendent.

Tutoring for a fee may not take place within school facilities or during regular school hours unless approved by the superintendent and the fees go to the school district, not the teacher. Any questions about whether a tutoring relationship or activity complies with the Code of Professional Conduct and Ethics for educators should be directed to the Board of Educational Examiners.

## LEAVES OF ABSENCE

#### **Absenteeism**

In order to accomplish the goals and mission of the district, daily attendance by all employees is imperative. Employees are encouraged to limit absenteeism to emergencies and appropriate instances that cannot be scheduled outside of a workday. Employees must notify their direct supervisor and the business office of all times when they will be absent or to submit leave requests. Absences arranged in advance (vacations and personal days) do not require a call when absent or when returning to work, unless outside the scheduled time off. If an employee is absent for two consecutive workdays, without proper notification and authorization, the employee shall be considered to have abandoned his or her position and may be terminated. Misuse of leave procedures or misrepresentation of reasons for leave may lead to discipline, up to and including termination. Failure to report promptly at the starting time or leaving before the scheduled quitting time or failure to timely notify the proper supervisor of impending absence or tardiness, prior to designated starting time, is reason for discipline even if the employee has not yet exhausted available paid leave.

#### Personal Illness Leave – Medical Leave

All certified employees and all 9-month and 10-month classified employees are granted a leave of absence for medically-related purposes with full pay in the following minimum amounts:

| First year of employment                 | .10 days |
|------------------------------------------|----------|
| Second year of employment                | 11 days  |
| Third year of employment                 | 12 days  |
| Fourth year of employment                | .13 days |
| Fifth year of employment                 | 14 days  |
| Sixth and subsequent years of employment | 15 days  |

Employees shall be entitled to the above number of sick days each school year as of the official first day of said school year whether or not they report for duty on that day.

Unused sick leave days shall be accumulated from year to year with a maximum of ninety (90) days. Each employee shall be required to use his/her annual sick leave before the accumulation from prior years is used. In the event of a question concerning whether or not a particular employee was, in fact, sick the Employer may require a doctor's certificate certifying that the employee was sick on the day claimed and this certificate shall be furnished at the employee's expense.

The Association or employee, upon request, will be given an accounting of accumulated sick leave within a reasonable time.

### **Family Illness Leave**

Each employee may be granted four (4) days of family illness sick leave per year.

### **Extended Family Illness Leave**

In the event an employee depletes all family illness days, he/she may convert personal sick leave into family illness days under the following conditions:

- 1) Two personal sick leave days may be converted to one family illness day.
- 2) Family leave shall be exchanged in full day increments only.
- 3) The cumulative annual conversion may not exceed five family days per calendar year.
- 4) This leave must be approved and reviewed by the Superintendent only, on a case by case situation.

### **Sick Leave Bank**

A sick leave pool of seventy-five (75) days shall be established each year for employees who need to use sick leave for catastrophic events beyond the number of accumulated days allotted to them. Participation is voluntary for employees who contribute two (2) days to the sick leave pool. Unused days will not be carried over from year to year. To be eligible, the employee shall sign up or cancel before September 1. Once enrolled, the eligibility is automatically continued every year until canceled by the employee. Employees must inform the Superintendent in writing that they wish to make use of pool benefits. An employee may use up to twenty (20) days per year from the pool.

### **Bereavement Leave for Teachers**

Up to five (5) days per occurrence of leave shall be granted to an employee in the event of the death of an employee's spouse or child, father, mother, father-in-law, mother-in-law, son-in-law, daughter-in-law. Up to three (3) days per occurrence of leave shall be granted to an employee in the event of death of an employee's grandparent, grandparent-in-law, grandchild, brother, sister, brother-in-law, sister-in-law, aunt, uncle, niece, nephew, spouse's aunt, spouse's uncle, or the respective step relations.

Bereavement Leave for Support Staff will be governed by the master contract.

### **Jury and Legal Leave**

Employees who are called for jury service will receive the difference between their pay as jurors and their regular daily rate of pay. An employee called for jury service will notify the Employer within twenty-four (24) hours after notice of call to jury duty and suitable proof of jury service pay must be presented to the Employer. The employee will report to work within one (1) hour on any day when he/she is excused from jury duty during regular working hours.

### **Personal Leave for Teachers**

Each certified staff member shall be allowed three (3) days to be used as personal leaves of absence. These shall not accumulate. Such leave may be taken in increments of one-half (1/2) day, one (1) day, two (2) days or three (3) days. Personal leave shall not be taken the first week of the beginning of the school year nor two weeks prior to the end of the school year, except if the Superintendent, in his or her discretion, makes an exception. Personal Leave shall not be taken on any Professional Development day. Approval for request for personal leave shall be granted by the principal. The employee shall notify his/her principal one week in advance if possible.

No more than four (4) employees from the District will be granted personal leave at any one time.

Employees shall have the option of being reimbursed for unused personal leave days. The payment shall be equal to the current substitute rate and would be paid at the end of the fiscal year.

### **Other Leaves**

Employees may be granted extended leaves of absence without pay for good cause shown. Written request shall be made to the Superintendent stating the reason for the requested leave. The Superintendent may require additional documentation to aid in determining if the requested leave should be granted. Whether a leave will be granted is within the sole discretion of the Superintendent. If denied by the Superintendent the employee may request a hearing with the Board of Education. The Board of Education is final.

### **HEALTH AND WELL-BEING**

# **Administering Medication**

The supervision of any medication distribution to students shall be in strict compliance with the rules and regulations of the board. District employees may not dispense or administer any medications, including prescription and non-prescription drugs, to students except as outlined in board policy.

### **Anti-Bullying and Anti-Harassment**

The district is committed to providing all students with a safe and civil school environment in which all members of the school community are treated with dignity and respect. Bullying and/or harassment of or by students, staff and volunteers is against federal, state and local policy and is not tolerated by the board. Bullying and/or harassing behavior can seriously disrupt the ability of school employees to maintain a safe and civil environment, and the ability of students to learn and succeed. Therefore, it is the policy of the state and the school district that school employees, volunteers and students shall not engage in bullying or harassing behavior in school, on school property or at any school function or school-sponsored activity.

#### **Definitions**

For the purposes of this policy, the defined words shall have the following meaning:

- "Electronic" means any communication involving the transmission of information by wire, radio, optic cable, electromagnetic or other similar means. "Electronic" includes but is not limited to communication via electronic mail, internet-based communications, pager service, cell phones and electronic text messaging.
- "Harassment" and "bullying" shall mean any electronic, written, verbal or physical act or conduct toward a student based on the individual's actual or perceived age, color, creed, national origin, race, religion, marital status, sex, sexual orientation, gender identity, physical attributes, physical or mental ability or disability, ancestry, political party preference, political belief, socioeconomic status, or familial status, and which creates an objectively hostile school environment that meets one or more of the following conditions:
  - 1. Places the student in reasonable fear of harm to the student's person or property.
  - 2. Has a substantial detrimental effect on the student's physical or mental health.
  - 3. Has the effect of substantially interfering with a student's academic performance.
  - 4. Has the effect of substantially interfering with the student's ability to participate in or benefit from the services, activities or privileges provided by a school.
- "Trait or characteristic of the student" includes but is not limited to age, color, creed, national origin, race, religion, marital status, sex, sexual orientation, gender identity, physical attributes, physical or mental ability or disability, ancestry, political party preference, political belief, socioeconomic status or familial status.
- "Volunteer" means an individual who has regular, significant contact with students.

### Filing a Complaint

A Complainant who wishes to avail himself/herself of this procedure may do so by filing a complaint with the superintendent or superintendent's designee. An alternate will be designated in the event it is claimed that the superintendent or superintendent's designee committed the alleged discrimination or some other conflict of interest exists. Complaints shall be filed within 180 days of the event giving rise to the complaint or from the date the Complainant could reasonably become aware of such occurrence. The Complainant will state the nature of the complaint and the remedy requested. The Complainant shall receive assistance as needed.

School employees, volunteers and students shall not engage in reprisal, retaliation or false accusation against a victim, witness or an individual who has reliable information about an act of bullying or harassment.

### **Investigation**

The school district will promptly and reasonably investigate allegations of bullying or harassment. The superintendent or the superintendent's designee – the principal – (hereinafter "Investigator") will be responsible for handling all complaints alleging bullying or harassment. The Investigator shall consider the totality of circumstances presented in determining whether conduct objectively constitutes bullying or harassment. The superintendent or the superintendent's designee shall also be responsible for developing procedures regarding this policy.

#### **Decision**

If, after an investigation, a student is found to be in violation of this policy, the student shall be disciplined by appropriate measures, which may include suspension and expulsion. If after an investigation a school employee is found to be in violation of this policy, the employee shall be disciplined by appropriate measures, which may include termination. If after an investigation a school volunteer is found to be in violation of this policy, the volunteer shall be subject to appropriate measures, which may include exclusion from school grounds.

A school employee, volunteer, or student, or a student's parent or guardian who promptly, reasonably, and in good faith reports an incident of bullying or harassment, in compliance with the procedures in the policy adopted pursuant to this section, to the appropriate school official designated by the school district, shall be immune from civil or criminal liability relating to such report and to participation in any administrative or judicial proceeding resulting from or relating to the report.

Individuals who knowingly file false bullying or harassment complaints and any person who gives false statements in an investigation may be subject to discipline by appropriate measures, as shall any person who is found to have retaliated against another in violation of this policy. Any student found to have retaliated in violation of this policy shall be subject to measures up to, and including, suspension and expulsion. Any school employee found to have retaliated in violation of this policy shall be subject to measures up to, and including, termination of employment. Any school volunteer found to have retaliated in violation of this policy shall be subject to measures up to, and including, exclusion from school grounds

## **Communicable Diseases – Employees**

Employees with a communicable disease will be allowed to perform their customary employment duties provided they are able to perform the essential functions of their position and their presence does not create a substantial risk of illness or transmission to students or other employees. The term "communicable disease" will mean an infectious or contagious disease spread from person to person, or animal to person, or as defined by law.

Prevention and control of communicable diseases is included in the school district's bloodborne pathogens exposure control plan. The procedures will include scope and application, definitions, exposure control, methods of compliance, universal precautions, vaccination, post-exposure evaluation, follow-up, communication of hazards to employees and record keeping.

## **Employee Injury on the Job**

Employee and student safety is a major district priority. An employee should therefore remove him or herself from and report any situations where employee safety is compromised. If an employee becomes seriously injured on the job, the employee's supervisor will attempt to notify a member of the family, or an individual of close relationship, as soon as the employee's supervisor becomes aware of the injury.

If possible, an employee may administer emergency or minor first aid. An injured employee will be turned over to the care of the employee's family or qualified medical professionals as quickly as possible.

It is the responsibility of the employee injured on the job to call the OnCall Nurse at 1-844-322-4668 and inform the School Nurse within twenty-four hours of the occurrence. It is the responsibility of the employee's immediate supervisor to file an accident report within twenty-four hours after the employee reported the injury.

## Job-related Injury and Worker's Compensation

If an employee is injured in the course of employment and is receiving worker's compensation, the Employer will pay the difference between the employee's regular rate of pay and what is received under worker's compensation. The amount paid will be charged against the employee's accumulated sick leave. This obligation of the Employer will cease when the employee's accumulated sick leave has been depleted.

### **Employee Physical Examination**

The district believes good health is important to job performance. School bus drivers will present evidence of good health upon initial hire and every other year in the form of a physical examination report, unless otherwise required by law or medical opinion. The cost of the initial examination will be paid by the employee.

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

Employees whose physical or mental health, in the judgment of the administration, may be in doubt must submit to additional examinations to the extent job-related and consistent with business necessity, when

requested to do so, at the expense of the school district. The district will comply with occupational safety and health requirements as applicable to its employees in accordance with law.

### **Hazardous Chemical Disclosure**

Each employee will annually review information about hazardous substances in the workplace. When a new employee is hired or transferred to a new position or work site, the information and training, if necessary, is included in the employee's orientation. When an additional hazardous substance enters the workplace, information about it is distributed to all employees, and training is conducted for the appropriate employees. The Building and Grounds Director will maintain a file indicating which hazardous substances are present in the workplace and when training and information sessions take place.

## Lockout/Tagout

"Lockout/Tagout" (LOTO) refers to specific practices and procedures to safeguard employees from the unexpected energization or startup of machinery and equipment, or the release of hazardous energy during service or maintenance activities.

In general, OSHA requires [29 CFR 1926.416(a)(1)] that employees not work near any part of an electrical power circuit unless protected. Controls that are to be deactivated during the course of work on energized or deenergized equipment or circuits shall be tagged. Equipment or circuits that are deenergized shall be rendered inoperative and shall have tags attached at all points where such equipment or circuits can be energized. Tags shall be placed to identify plainly the equipment or circuits being worked on.

# **Personal Protection Equipment (PPE)**

Any employee needing Personal Protection Equipment (PPE) for his/her employment should make the request to his/her supervisor who will submit the appropriate request to secure the equipment. Employees are responsible for making the request for equipment and for appropriate and regular use of the equipment after its procurement. Lost equipment should be reported promptly so that replacement can be secured.

### **Smoke and Tobacco Free Workplace**

The district is committed to providing a safe and healthy workplace and to promoting the health and well-being of employees. As required by Iowa Code Chapter 142D, the Iowa Smokefree Air Act, and also motivated by a desire to provide a healthy work environment, the district prohibits smoking, and the use of tobacco and nicotine products as cited in board policy, on all school grounds and in school vehicles.

### Vaping Prohibited

Use of electronic cigarettes for *vaping* is prohibited in school district buildings, on all school grounds, and in school vehicles.

# **Substance Free Workplace**

Alcoholic beverages, illegal substances, and legal substances used illegally shall not be consumed at any time during the employee's work shift. It is in violation of school district work rules for an employee to report to work in an unsafe condition, or in a condition which impairs the employee's judgment or performance of job functions due to the use of alcohol or other substances. Unauthorized possession or use of alcoholic beverages or other substances during work hours, while on district time or property, or while engaging in district business will result in discipline, including termination.

It is a violation of the federal Substance-Free Workplace law for an employee to unlawfully manufacture, distribute, dispense, possess, use, or be under the influence of in the workplace any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana or any other controlled substance or alcohol, as defined in Schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and further defined by regulation at 21 C.F.R. 1300.11 through 1300.15 and Iowa Code Chapter 124.

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

Employees who operate school vehicles are subject to mandatory random and scheduled federal drug and alcohol testing if a commercial driver's license is required to operate the vehicle and the vehicle transports sixteen or more persons including the driver. For regulations and forms please visit the Federal Motor Carrier Safety Administration website located at: www.fmcsa.dot.gov/rules-regulations/topics/drug/drug.htm.

**EMPLOYEES ARE FURTHER NOTIFIED** it is a condition of their continued employment that they comply with the above policy of the school district and will notify their supervisor of their conviction of any criminal drug statute for a violation committed in the workplace, no later than five days after the conviction.

# **Universal Precautions (UP) Regulation**

Universal precautions (UP) are intended to prevent transmission of infection, as well as decrease the risk of exposure for employees and students. It is not currently possible to identify all infected individuals; thus, precautions must be used with every individual. UP pertains to blood and other potentially infectious materials (OPIM) containing blood. These precautions do not apply to other body fluids and wastes (OBFW) such as saliva, sputum, feces, tears, nasal secretions, vomitus, and urine unless blood is visible in the material. However, these OBFW can be sources of other infections and should be handled as if they are infectious.

Please follow these precautions:

- Proper hand washing is crucial to preventing the spread of infection.
- Barriers to be used include disposable gloves, absorbent materials, and resuscitation devices.
- Blood, OPIM, OBFW, used gloves, barriers, and absorbent materials should be placed in a plastic bag and disposed of in the usual procedure.

### **Bloodborne Pathogens**

Annually, all employees will be required to take the bloodborne pathogens training.

### SAFETY AND SECURITY

# Safety First and "Stop Work"

Safety for our students and employees is our number one concern and supersedes all others. All employees must think, "Safety first!" Therefore, all employees have the authority to immediately stop work or any other activity if they perceive a potential threat to the safety of students or staff.

### **Safety Planning and Prevention**

Employee Responsibilities:

- Follow all established safety and health rules and requirements.
- Be responsible for your own safety as well as that of students and your co-workers.
- Suggest new or alternative methods of eliminating injuries and illnesses.
- Report all unsafe conditions and behaviors to your supervisor.
- Wear required personal protective equipment when necessary.
- Exercise stop work authority for unsafe conditions and unsafe work practice.
- Promote safety as a personal value.
- Discuss and promote safety within the school or the activity.
- Cleaning supplies are not to be stored in classrooms or in areas accessible to children unless they
  are in a locked container or cabinet.

### **Asbestos Notification**

Asbestos has been an issue of concern for many years. The Asbestos Hazard Emergency Response Act of 1986 (AHERA) was designed to determine the extent of asbestos concerns in the schools and to act as a guide in formulating asbestos management policies for the schools. The school district facilities have been inspected by a certified asbestos inspector as required by AHERA. The inspector located, sampled and determined the condition and hazard potential of all material in the school facilities suspected of containing asbestos. The inspection and laboratory analysis records form the basis of the asbestos management plan.

A certified management planner has developed an asbestos management plan for the school district facilities which includes: notification letters, training for employees, a set of procedures designed to minimize the disturbance of asbestos-containing materials, and plans for regular surveillance of the materials. A copy of the management plan is available for inspection in the office.

# **Building Security**

The district is committed to maintaining a safe and secure learning environment for students and staff. In order to accomplish this, it is the responsibility of all employees to do their part in creating this safe and secure environment. Employees should contact any administrator or department head, to report any security/safety hazard(s) or condition(s) they identify.

# **Staff Identification Badges**

An identification badge shall be issued to each employee. Badges shall be worn when the employee is on duty and shall be displayed between the waist and the shoulder on the outer garment or on a lanyard. If an

employee comes to work without the permanent badge, a temporary badge may be obtained from the office assistant. The loss of a permanent badge shall be immediately reported to a building principal, who will issue a replacement badge at a cost to the employee of \$10.00. Badges remain the property of the district and shall be returned to the Building and Grounds Director at the time of resignation, retirement, or termination.

### **Drills and Evacuations**

Periodically the district holds emergency fire and tornado drills. Iowa Code Chapter 100 requires school districts to hold a minimum of two fire drills and two tornado drills in each school building before December 31 and two fire drills and two tornado drills in each school building after January 1 of each school year.

In addition, the district will hold two emergency operations drills.

At the beginning of each semester, teachers must notify students of the procedures to follow in the event of a drill. Emergency procedures and proper exit areas must be posted in all rooms. When drills are staged, every staff member and student must follow proper procedures.

### **Emergency Closings, Inclement Weather, and Other Interruptions**

When the superintendent decides the weather threatens the safety of students and employees, he will notify all employees and students using both email and text messaging systems.

### **Threats of Violence**

All threats of violence – whether oral, written or symbolic – against students, employees, visitors, or to school facilities are prohibited. All such threats will be promptly investigated. Law enforcement may be contacted. Threats issued and delivered away from school or school activities may be grounds for discipline if the threat impacts the orderly and efficient operation of the school. Employees engaging in threatening behavior will face discipline, up to and including termination.

#### Visitors/Guests

The board welcomes the interest of parents and other members of the community and invites them to visit the school buildings and sites. Visitors, which include persons other than employees or students, must notify the principal of their presence in the facility upon arrival.

Individuals who wish to visit a classroom while school is in session are asked to notify the principal and obtain approval from the principal prior to the visit so appropriate arrangements can be made and class disruption can be minimized.

Visitors will conduct themselves in a manner fitting to their age level and maturity and with mutual respect and consideration for the rights of others while attending school events. Visitors failing to conduct themselves accordingly may be asked to leave the premises. Children who wish to visit school must be accompanied by a parent or responsible adult.

It is the responsibility of employees to report inappropriate conduct. It is the responsibility of the superintendent and principals to take the action necessary to cease the inappropriate conduct. If the superintendent or principals are not available, a school district employee is responsible for taking the action necessary to cease the inappropriate conduct.

### Weapons

The district believes weapons and other dangerous objects in school district facilities cause material and substantial disruption to the school environment or present a threat to the health and safety of students, employees and visitors on the school district premises or property within the jurisdiction of the school district.

Employees are prohibited from bringing weapons and other dangerous objects on school grounds. Weapons under the control of law enforcement officials or other individuals specifically authorized by the board are exempt in accordance with law and board policy. For more information, visit the Iowa Department of Education Legal Lesson on Firearms on School Grounds.

### **TERMINATION OF EMPLOYMENT**

# Contract Release – Licensed Employees

Licensed employees who wish to be released from an executed contract must give at least twenty-one days' advance notice to the superintendent. Licensed employees may be released at the discretion of the board. Only in unusual and extreme circumstances will the board release a licensed employee from a contract. The board will have sole discretion to determine what constitutes unusual and extreme circumstances.

Release from a contract may be made contingent upon finding a suitable replacement. Licensed employees requesting release from a contract after it has been signed and before it expires may be required to pay the board the cost incurred to locate and hire a suitable replacement. Upon written mutual agreement between the employee and the superintendent, the costs may be deducted from the employee's salary. When required, payment of these costs will be a condition for release from the contract. Failure of the licensed employee to pay these expenses when required may result in the district filing a cause of action in small claims court against the employee.

# Resignation – Licensed Employees at Year End

A licensed employee who wishes to resign must notify the superintendent in writing within the time period set by the board for return of the contract. This applies to regular contracts for the licensed employee's regular duties and for an extracurricular contract for extra duty. Resignations of this nature will be accepted by the board.

### Resignation – Classified Employees

Classified employees who wish to resign mid-year or mid-assignment must give the school district at least ten work days' advance notice. Those resigning at year end or at the end of an assignment must give notice by August 1.

## Reduction in Force / Lay-offs

When the Board of Directors of the school district identifies any reason which requires reduction in the number of employees, the district shall attempt to accomplish the reduction by attrition.

### Reduction of Support Staff

Rather than totally reducing a position, the director, administrator, and Superintendent may recommend reducing a position to part-time. The Board of Directors will make the final determination with regard to positions reduced and/or hours reduced for positions.

Any reduction in force will be made on the recommendations of the director of the department of the employee or the administrator assigning duties and hours of work to the employee and the Superintendent of the District. Their recommendations shall take into account the following: performance evaluations, ability to meet the needs of the District, and seniority.

If the decision is a fiscal-year-based decision, the decision will be made by June 1, if practical. If the decision is a mid-year reduction, the employee will receive thirty (30) days notification.

#### Recall

Support staff employees subject to reduction shall expressly notify the district of his/her desire to be considered for recall. For the purpose of notification, he/she will provide and maintain current and updated contact information.

- A. Employee(s) on recall shall be recalled to any vacancy that occurs within the department for twelve (12) months from time of layoff.
- B. Employee(s) on recall shall be notified in writing of recall.
- C. Employee(s) may refuse the recall notice and remain on recall status if the vacancy is a job with a lower rate of pay and/or benefit level, or is not equivalent to the number of hours worked at the time of layoff.
- D. Employees that refuse a recall notice of equivalent or greater level or accept any position with the district are no longer eligible for recall status.

### **Reduction of Instructional Staff**

The board has the exclusive authority to determine the appropriate number of licensed employees. A reduction of licensed employees may occur as a result of, but not be limited to, changes in the education program, staff realignment, changes in the size or nature of the student population, financial situation considerations, and other reasons deemed relevant by the board.

The superintendent shall consider the following criteria in making the recommendations:

- Endorsements and educational preparation within the grade level and subject areas in which the employee is now performing;
- Relative skills, ability and demonstrated performance; and
- Qualifications for co-curricular programs.

Only when the foregoing factors are relatively equal between licensed employees will the number of continuous years of service to the school district be considered.

## **APPENDIX**

# **Acknowledgement of Receipt**

I acknowledge that I have received or can access a copy of the Belmond-Klemme Community School District's Employee Handbook on the District Website, www.bkcsd.org. I understand the employee handbook contains important information about the district and my role, responsibilities, and duties as an employee. I acknowledge I am expected to be familiar with the contents. I also understand that I should consult a building principal, the business manager, or the superintendent with any questions I have about the contents of the employee handbook or any questions that I feel were not addressed.

I understand that the employee handbook is a general source of information and may not include every possible situation that may arise. I acknowledge that the Employee Handbook is not intended, and does not constitute a contract between the district and any one or all of its employees.

| Employee's Signature      | Date |  |
|---------------------------|------|--|
|                           |      |  |
|                           |      |  |
| Employee's Name (Printed) |      |  |

TO BE PLACED IN EMPLOYEE'S PERSONNEL FILE - COPY PROVIDED TO EMPLOYEE