

Ogden Community School District
Employee Handbook



2024-25

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OPENING STATEMENT

Welcome Letter

Welcome to the 2024-25 school year!

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.

Definitions

An administrator's title, such as superintendent or principal, also means that individual's designee unless otherwise stated.

"The district" means the Ogden Community School District.

"Online learning platform" means Zoom, Google Classroom, or any other web application used to conduct virtual learning.

"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.

School District Mission & Vision Statements

Mission: Ogden Community Schools will ensure a culture of excellence where every student is engaged, educated and ultimately empowered with the skills necessary to thrive.

Vision Statement: The Ogden Community School District is committed to being a destination district, emphasizing student success in a safe, nurturing environment, and ensuring students have the character and competencies needed for tomorrow's opportunities.

Equal Opportunity Employment

The district will provide equal opportunity to employees and applicants for employment in accordance with applicable equal opportunity and affirmative action laws, directives and regulations of federal, state and local governing bodies. The district does not discriminate on the

basis of race, color, national origin, gender, disability, religion, creed, age, sexual orientation and gender identity in its employment and personnel practices. Opportunity to all employees and applicants for employment includes hiring, placement, promotion, transfer or demotion, recruitment, advertising or solicitation for employment, treatment during employment, rates of pay or other forms of compensation, and layoff or termination. The school district will take affirmative action in major job categories where women, men, minorities and persons with disabilities are underrepresented. Employees will support and comply with the district's established equal employment opportunity and affirmative action policies. Employees will be given notice of this policy annually.

The board will appoint an affirmative action coordinator. The affirmative action coordinator will have the responsibility for drafting the affirmative action plan. The affirmative action plan will be reviewed by the board at least every two years.

Advertisements and notices for vacancies within the district will contain the following statement: *"The Ogden Community School District is an EEO/AA employer."* The statement will also appear on application forms.

Inquiries by employees or applicants for employment regarding compliance with equal employment opportunity and affirmative action laws and policies, including but not limited to complaints of discrimination, will be directed to the Affirmative Action Coordinator by writing to the Affirmative Action Coordinator, Ogden Community School District, 732 W. Division St., Ogden, IA 50212 or by phone at 515-275-4034.

Inquiries by employees or applicants for employment regarding compliance with equal employment opportunity and affirmative action laws and policies, including but not limited to complaints of discrimination, may also be directed in writing to:

- The Equal Employment Opportunity Commission, Milwaukee Area Office, Reuss Federal Plaza, 310 West Wisconsin Ave., Suite 800, Milwaukee, WI., 53203-2292, 1-800-669-4000 or TTY 1-800-669-6820, www.eeoc.gov/field/milwaukee/index.cfm

AND/OR

- The Iowa Civil Rights Commission, 400 E. 14th Street, Des Moines, IA 50319, (800) 457-4416, <https://icrc.iowa.gov/>.

This inquiry or complaint to the federal office may be done instead of, or in addition to, an inquiry or complaint at the local level.

Further information and copies of the procedures for filing a complaint are available in the school district's central administrative office and the administrative office in each attendance center.

School Calendar

Summary of Calendar

Days/Hours in Classroom

1st Semester: 80 Days/508 Hours
 2nd Semester: 94 Days/592.7Hours
 Total Student Days: 174
 Staff Days: 185 plus 5 paid holidays
 Total Hours: 1100.7
 Total Hours-Seniors: 1071
 State Required Hours: 1080

School Hours

Monday-Friday

School Day K-5 7:55-3:00
 School Day 6-12 8:00-3:05

All Wednesdays

K-5 Early Out Time 2:00
 6-12 Early Out Time 2:05

PK AM - 8:00 - 11:00

PK PM - 12:00 - 3:00

	School Start/Re-Start Date
	End of Semester
	Holiday
	Student Vacation Day
	Staff Non-Contract Day
	Professional Development
	Early Out Wednesdays
	Teacher PD/ Work Day
	Student Vacation Day
	Teacher Flex Day
	Student-Parent- Teacher Conf
	Teacher Comp Day (No Students)

Holidays

Labor Day
 Thanksgiving Day
 Christmas Day
 New Year's Day
 Memorial Day

Teachers will work 4 of 8 flex days to fulfill contract obligations.

August					Weekly Minutes	Student Minutes	Student Days	Student Hours	Teacher Days	Date / Event
										Aug 15 New Teachers Report
										Aug 16 Teacher First Day
										Aug 19 Teacher Flex Day
										Aug 23 First Day of School
										Aug 29 First Day of Preschool
12	13	14	15	16					1	
19	20	21	22	23	393	393	1	6.6	5	
26	27	28	29	30	1905	2298	6	38.3	10	
September										
2	3	4	5	6	1512	3810	10	63.5	15	
9	10	11	12	13	1905	5715	15	95.3	20	
16	17	18	19	20	1905	7620	20	127.0	25	
23	24	25	26	27	1905	9525	25	158.8	30	
30					393	9918	26	165.3	31	September 2 Labor Day (No School)
October										
1	2	3	4	5	1512	11430	30	190.5	35	
7	8	9	10	11	1905	13335	35	222.3	40	
14	15	16	17	18	1905	15240	40	254.0	45	
21	22	23	24	25	1905	17145	45	285.8	50	
28	29	30	31		1512	18657	49	311.0	54	Oct 18 End 1st Quarter
November										
				1	393	19050	50	317.5	55	
4	5	6	7	8	1905	20955	55	349.3	59	Nov 4-7 Parent-Teacher Conferences
11	12	13	14	15	1905	22860	60	381.0	64	Nov 8 End 1st Trimester/ Teacher Flex Day (No Students)
18	19	20	21	22	1905	24765	65	412.8	69	Nov 25-26 Teacher Professional Development (No Students)
25	26	27	28	29	0	24765	65	412.8	73	Nov 27 Conference Comp Day
December										
2	3	4	5	6	1905	26670	70	444.5	78	
9	10	11	12	13	1905	28575	75	476.3	83	
16	17	18	19	20	1905	30480	80	508.0	88	
23	24	25	26	27	0	30480	80	508.0	89	Dec 23 Teacher Flex Day (No Students)
30	31				0	30480	80	508.0	89	Dec 24-Jan 1 Winter Break
January										
		1	2	3	393	30873	81	514.6	91	
6	7	8	9	10	1905	32778	86	546.3	96	Jan 2 Teacher Flex Day (No Students)
13	14	15	16	17	1905	34683	91	578.1	101	Jan 3 Begin Second Semester
20	21	22	23	24	1512	36195	95	603.3	105	
27	28	29	30	31	1905	38100	100	635.0	110	January 20 No School- MLK Jr. Day
February										
3	4	5	6	7	1905	40005	105	666.8	115	
10	11	12	13	14	1905	41910	110	698.5	120	
17	18	19	20	21	1905	43815	115	730.3	125	Feb. 14 End 2nd Trimester
24	25	26	27	28	1905	45720	120	762.0	129	Feb 24-27 Parent-Teacher Conferences
					0	45720	120	762.0	129	Feb 28 Teacher Flex Day (No Students)
March										
3	4	5	6	7	1905	47625	125	793.8	134	
10	11	12	13	14	1785	49410	130	823.5	139	
17	18	19	20	21	0	49410	130	823.5	140	Mar 14 End 3rd Quarter/2hr early dismissal
24	25	26	27	28	1905	51315	135	855.3	145	March 17-21 Spring Break (No School)
31					393	51708	136	861.8	146	March 17 Conference Comp day
April										
	1	2	3	4	1512	53220	140	887.0	150	
7	8	9	10	11	1905	55125	145	918.8	155	
14	15	16	17	18	1512	56637	149	944.0	159	
21	22	23	24	25	1905	58542	154	975.7	164	
28	29	30			1119	59661	157	994.4	167	
May										
			1	2	786	60447	159	1007.5	169	
5	6	7	8	9	1905	62352	164	1039.2	174	May 16 Seniors Last Day
12	13	14	15	16	1905	64257	169	1071.0	179	May 18 Commencement
19	20	21	22	23	1785	66042	174	1100.7	184	May 23 Last Day of School (1:10/1:15 dismissal)
26	27	28	29	30	0	66042	174	1100.7	186	May 26 Memorial Day
										May 27 Teacher Work Day
										May 28-29 Teacher Flex Days

District Contacts

Name	Position	Extension
Joshua Heyer	Superintendent	3500
Amy Krause	Elementary Principal and Director of Learning and Student Services	1101
Derek Carlson	Secondary Principal	3001
Shea Jones	Secondary Dean of Students	3033
Melissa Atwell	Business Manager	3501
Christine Oien	Human Resources	3502

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 at http://www.ogdenschools.org/district/school_board_policies/. 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 Melissa Atwell, Business Manager & 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 can be obtained from the Iowa Board of Educational Examiners (BOEE). The BOEE can be reached by calling (515) 281-3245 or by visiting their website, located at www.boee.iowa.gov/.

Compensation

Regular, certified employees shall be compensated at a fair and competitive level no less than the base wage, as defined in the Collective Bargaining Agreement, for each lane classification. Classified employees shall also be compensated at a fair and competitive level.

SALARY ENHANCEMENT

1. TSS

Funds received by the District from the State of Iowa will be called for purposes of this section "Teacher Salary Supplement (TSS)." Full-time employees holding a teaching certificate issued under Chapter 272, or a statement of professional recognition issued under Chapter 272 who is issued in a non-administrative position and employed pursuant to a contract issued under Section 279.13 of the Code of Iowa ("eligible employees") shall be paid according to state-mandated salary minimums. Regular part-time eligible employees shall receive a prorated amount.

Teacher Salary Supplement (TSS) shall be split equally among all qualifying licensed employees. The district shall maintain a small reserve.

The Teacher Salary Supplement (TSS) allocations to individual teachers shall be reduced for each day of unpaid leave.

2. Additional State or Federally Funded Salary Enhancement.

Monies provided to the District for supplemental, performance-based, or other employee salary enhancement shall be distributed in accordance with state or federal guidelines. Payments will be made monthly as part of the regular paycheck if possible according to the District's receipt of these funds.

Initial lane Placement

Regular licensed teachers shall be placed on the educational lane in accordance with their official transcripts on file with the District at the time of hire. No employee shall be placed in a salary lane at a level higher or lower than the employee's actual education.

Lane Advancement

A regular licensed teacher who is anticipating future advancement to a higher educational lane is required to receive course work approval from the superintendent or the superintendent's designated representative prior to enrollment if such course work is to be credited for advancement on the regular salary schedule. Educational college or university course work shall be taken at an accredited institution. Such work shall be at the graduate level in an educational field or carry credit towards a graduate degree program in education outside of the field of administration. Undergraduate credits will only be accepted for regular salary schedule credit if the course work is required by the school district or by the State of Iowa to obtain an endorsement to teach in the teacher's present or future position. An official transcript from the registrar's office, shall be submitted to the building principal as proof of successful completion no later than September 1 of the work year in which the advancement is to become effective. Regular licensed teachers who move from one educational lane to a higher educational lane will receive an increase of 3.3% per lane over the current salary minus TSS allocations and be placed in the appropriate lane, according to the educational hours and/or degrees he or she has earned. A regular licensed teacher may move up to two educational lanes in one year if he or she has earned qualifying credits or degrees.

Extended Contracts

The regular salary schedule is based upon the regular work year. Employees may be contracted for a longer period of time. An employee whose regular assignment exceeds the regular work year shall receive additional compensation. Compensation for extended contracts for regular assignments shall be computed as follows:

1. Annual Salary from the regular salary schedule divided by the number of contract days in the regular work year = Rate Per Day.
2. Rate Per Day times Extended Contract Work Days = Additional Compensation.

Compensation for Extracurricular/Extra Duty Positions

An employee may volunteer or be required, depending on a given situation, to take on an extra duty position(s), with the extra duty being secondary to the major responsibility of the employee.

Regular employees shall be compensated for activities that extend beyond the regular workday. New employees shall be hired at no less than the percentages of each classification as defined in the Collective Bargaining Agreement.

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.

Educational Assistance Plan

1. **Plan:** This educational assistance plan (the Plan) is for the benefit of Employees of the Ogden Community School District (the District). This Plan provides educational benefits under Section 127 of the Internal Revenue Code of 1986, as amended (the Code).
2. **Eligible Employees:** This Plan only applies to certified employees who are working toward a licensure or certification program in a high-need/hard-to-fill area as identified by the District. Employees are eligible to participate in the plan if they hold a Chapter 279 teaching contract for the duration of the school year. Substitute or temporary teachers and those not otherwise employed on a teaching contract are not eligible for the Plan. Eligible Employees must contact the District business office in writing no later than 30 days prior to the start of a course if the eligible employee is seeking reimbursement under this plan. Employees must notify the District of the course of study, the date the course begins and ends, and the expected reimbursement amount. Coursework taken prior to the certified employee's employment with the District will not be eligible for reimbursement. The district will determine the qualifying criteria used to determine eligibility on an annual basis. Any assistance between OCSD and an employee prior to

July 1, 2023 does not pertain to this plan.

3. **Participation Cap:** Participation in this Plan is limited to four (4) eligible employees each fiscal year. Employees should request the educational assistance plan by September 1st of each year to be considered by the district. An individual who is not able to participate in this Plan in one year due to the District reaching the “cap” on participants may reapply beginning July 1. An employee can only qualify for the educational assistance plan one time every five years.
4. **Plan Benefits:** The District will reimburse eligible employees up to \$5000 for qualified educational programs or covered expenses under the Plan. In 2022, the IRS statutory maximum was \$5,250 and available to employees as a tax-free fringe benefit. No other benefits or choice of benefits is available under this Plan.
5. **Qualified Educational Programs and Covered Expenses:** This Plan reimburses costs for tuition, fees, and books for college and university classes.
6. **Reimbursements:** The eligible employee must pay their tuition directly to the institution providing the coursework to the employee. Upon completion of the course, the eligible employee must provide an official transcript of grades and a receipt for all items in which the eligible employee seeks reimbursement. In order to receive reimbursement, the eligible employee must request reimbursement within 60 days of the end of the course and must attain a grade of B or better, or receive a passing mark in a pass/fail course, to qualify for reimbursement under the Plan. The District will reimburse the eligible employee within 30 days of the request and proper submission of supporting documents.
7. **Prohibited Payments:** This Plan does not reimburse costs for tools, supplies, meals, lodging, or transportation. This Plan does not reimburse costs for any education that involves sports, games, hobbies or any coursework not required to obtain the applicable endorsement or license. Further, this Plan prohibits payment of more than five percent of the amounts paid or incurred by the District for educational assistance during the year for the class of individuals who would be considered “highly compensated individuals” under the Code.
8. **Plan Termination:** The District reserves the right to change or terminate the Plan at any time and without prior notice. No reimbursement will be provided for any educational programs that begin after Plan termination and notification.
9. **Employee Repayment Requirement:** If the employee transfers or terminates employment with the District, less than four (4) years after the date the employee received tuition reimbursement, or if the employee declines to accept a contract offered to the employee within four (4) years after the date the employee received tuition reimbursement, the employee will be required to repay to the District the amount of the tuition reimbursement to the District on a pro rata basis. Payment must be made prior to the employee’s last day of employment with the District, unless otherwise agreed to by the parties. In some cases, the amount may be withheld from the employee’s paycheck.

See Appendix A for Tuition Repayment Agreement.

2024-25 Educational Assistance Plan Eligibility Criteria

1. **Teacher Shortage Area**-The position must be deemed a teacher shortage area by the Iowa Department of Education. [Iowa Teacher Shortage](#)
2. **No Viable Option**-OCSD has attempted to find a qualified employee with the certification/endorsement and was not able to find someone internally/externally.
3. **Opening Doors**-The employee/prospective employee does not hold the certification/endorsement needed to properly fulfill state reporting nor offer the course.
4. **Filling a Need**- A conditional license of some sort will be issued by the Board of Educational Examiners (BOEE) and the employee will be providing instruction to OCSD students in a hard-to-fill area during the year of the application.

Group Health Insurance

Employees who work 30 hours per week are eligible for group insurance and health benefits. All new employees shall receive group insurance and health benefits information upon acceptance of employment. For additional information, please contact Melissa Atwell, Business Manager.

The employer will contribute an amount equal to 100% of the single rate of health and major medical coverage plus an amount up to \$150 per month of the difference between the single and family for eligible, licensed employees participating in the District's health and major medical insurance policy. The employer will contribute an amount equal to 100% of the single rate of health and major medical coverage per month toward family coverage for classified staff, and 100% of the family health premium for administrators.

For those employees eligible to receive single coverage in the District's group health and major medical plan prior to 2013 who elect not to participate may take \$275 per month as cash, or the employee may apply that amount towards a tax-sheltered annuity, provided that the employee provides proof of coverage in another group health and major medical insurance plan and continues such coverage. If the employee is investing in a tax-sheltered annuity, the employee shall select a provider from the District's State Plan, and it shall be the employee's sole responsibility to enter complete required authorizations and to assure that the contribution does not exceed any maximum amounts set by federal or state law for employer-provided annuity contributions for tax-deferred income. The employee shall be considered no longer eligible for this option once participation in the District's group health plan has occurred.

If spouses are both eligible for the District contribution as licensed employees of the District, the employer will contribute 100% of the single premium for each spouse, plus up to \$150.00 per month per spouse not to exceed the cost of their family rate for health and major medical coverage.

The payment for hospital and major medical insurance premiums or cash in lieu of insurance, which can be contributed into tax-sheltered annuity, shall be in direct proportion to the amount of contracted time for all licensed employees.

District contributions toward health insurance or cash in lieu of insurance will cease at the beginning of an unpaid leave of absence or other early contract termination, except for contributions toward health insurance pursuant to the District's policy on Family and Medical Leave. Coverage during an unpaid leave of absence may be continued upon request, and with written approval of the carrier, through employee payment of the full cost of premiums one month in advance of the due date to the board secretary.

LIFE AND DISABILITY INSURANCE

The District shall provide group coverage for life and long-term disability income plans, as presently in effect, for each regular licensed employee, meeting the standards of the insurance company, for the duration of this Agreement.

Coverage is terminated upon payment of the last monthly check for services, or immediately upon beginning a leave of absence or other termination procedure.

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 (800) 622-3849 or visit the IPERS website at [About IPERS | IPERS](#).

Travel Compensation – Inside the District

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 required to travel in their personal vehicle between school district buildings to carry out the duties of their position may be reimbursed at 50 cents per mile and must have the travel pre-approved by their immediate supervisor.

Travel Compensation – Outside the District

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.

Travel outside of the school district must be pre-approved. Pre-approval will include an evaluation of the necessity of the travel, the reason for the travel, and an estimate of the cost of the travel to qualify as approved school district business. Travel outside the school district by employees, other than the superintendent, is pre-approved by the superintendent or an immediate supervisor. Requests for work-related travel outside of the state will be denied in most cases unless a compelling reason exists for out-of-state travel.

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, itemized receipt, indicating the date, purpose, and nature of the expense for each claim item. Failure to have a detailed itemized 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 15 working days following the date of the expense.

Reimbursement for actual and necessary expenses for travel outside the school district will be limited to the pre-approved expenses. Pre-approved expenses for registration are limited to the actual cost of the registration.

For meals, actual expenses are allowed, subject to the following limits: breakfast = \$7, lunch = \$10, dinner = \$18. There is no "per diem" or entitlement to the maximum allowable amounts. If the traveler did not spend the maximum, the traveler should not claim the maximum. When a meal is already covered by a conference registration fee, it should not be claimed by the traveler. Gratuities may be included if they do not result in exceeding the allowable amounts listed above. Alcohol must be excluded.

Employees have an obligation to plan their travel in a cost-efficient manner. However, due to the variability in hotel costs in different locations, the District has not set maximum allowable lodging charges. Also, when attending a conference, it may be impractical to stay at a hotel other than the designated conference hotel, even if the hotel is very expensive. When travelers do have a choice of hotels, they may be called upon to justify apparently excessive hotel charges.

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.

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 employee 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 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 Melissa Atwell, Business Manager.

Employee Records

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

The records will include, but not be limited to, records necessary for the daily administration of the school district, salary records, evaluations, application for employment, references and other items needed to carry out board policy. Employee personnel files are school district records and are generally considered confidential records and therefore are not open to public inspection or accessibility. Only in certain limited instances, when the employee has given a signed consent or non-confidential records such as an employee's salary, an employee's individual contract, or if the employee resigned in lieu of termination and the documented reasons why, will employee personnel records be accessible to individuals other than the employee or authorized school officials.

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 Peggy Nardini, Human Resources Director, and the employee. The school district may charge a reasonable fee for each copy made.

Employee Searches

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, online learning platform, 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 workspace 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 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.

Within two weeks after the beginning of each school year, the principal or immediate supervisor shall acquaint each employee under their supervision with the evaluation procedures, criteria and instruments used in evaluation. The evaluation orientation ensures employees understand the evaluation system. No formal evaluation shall take place until the evaluation orientation is completed.

During an employee's first two years of employment, said employee shall be formally observed at least two times annually. Beginning with an evaluation in Year 3, each employee will be formally evaluated once every 3 years or as necessary to best serve the instructional process. This will include a plan for professional growth.

The formal evaluation shall be in writing. The employee shall meet with the principal or immediate supervisor within 10 days following the formal evaluation. The principal or immediate supervisor will review the evaluation with the employee. The employee shall sign the evaluation. The signature will indicate that the principal or immediate supervisor has discussed the results with the employee but does not necessarily imply the employee agrees with the evaluation results.

An employee that feels the evaluation is unfair, unjust or inaccurate may begin the handbook complaint process or other appropriate process. Failure to submit a complaint shall indicate agreement with the evaluation. The evaluation results shall be placed in the employee's personnel file.

If the principal or immediate supervisor determines that the employee's performance is not meeting expectations as prescribed by board policy, district procedures or law, the principal or immediate supervisor shall recommend to the superintendent that the employee participate in an intensive assistance program. If an employee has gone through an intensive assistance plan and failed to meet the established criteria, the district may begin the termination process.

Employees will have up to six (6) weeks from the date the evaluation was signed to improve in any area evaluated below average. The evaluator will submit to the employee any suggestions deemed necessary for improvement. The employee will have the right at the end of this period to request a re-evaluation. This re-evaluation will be attached to the original evaluation on file.

Handbook Complaints

Complaints alleging the misinterpretation or misapplication of the district employee handbook are addressed in this section. Handbook complaint procedures are a means of internal dispute resolution by which an employee may have their complaints addressed. The goal of the handbook complaint process is to, at the lowest level possible, secure equitable solutions to problems that arise.

This section addresses complaints to the employee handbook. Other employee complaint procedures should be in accordance with the district's board policy.

Step One

The employee alleging the complaint may submit a written formal complaint with the immediate supervisor. The formal complaint must be submitted to the immediate supervisor within **10** days after the alleged misinterpretation or misapplication of the handbook.

The formal complaint must contain a statement of the alleged misinterpretation or misapplication of the handbook, including the facts upon which the complaint is based, the issues involved, the provisions of the handbook involved, the claimed basis for the alleged misinterpretation or misapplication and the resolution that is sought.

The immediate supervisor will provide a written answer to the formal complaint within **5** days.

Step Two

If the complaint is not resolved at Step One, the employee alleging the complaint shall submit the formal complaint to the superintendent within **5** days. The superintendent will provide a written answer to the formal complaint within **5** days.

Mandatory Cooperation in Workplace Investigations

Any workplace investigation conducted by administrative staff, or their designee will receive complete cooperation from 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 Christine Oien, Human Resources Director within 30 days. Failure to do so shall incur discipline, up to and including termination.

Nepotism

More than one family member may be an employee of the school district. It is within the discretion of the superintendent to allow one family member employed by the school district to supervise another family member employed by the school district subject to the approval of the board.

The employment of more than one individual in a family is on the basis of their qualifications, credentials and records.

Probationary Status

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.

The probationary period for classified employees is 30 days unless otherwise stated in an employee contract, letter of assignment or applicable collective bargaining agreement.

Public Complaints about an Employee

Please consult [Board Policy 213.1](#) on Public Complaints.

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.

All job openings shall be submitted to the Iowa Workforce Development for posting on <https://www.iowaworkforcedevelopment.gov/>, the online state job posting system. 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 of 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.

Transfers

Determining the location where an employee's assignment will be carried out is the responsibility and within the sole discretion of the administration. In making such assignments, the administration will consider the qualifications of each employee and the needs of the school district.

Any employee wishing to apply for an opening shall submit an internal application.

Employees currently in the district shall be given first consideration for transfers. In considering transfer requests, administration will take into consideration the employee's areas of certification, training, demonstrated professional competency as previously and currently evaluated by the appropriate administrators, and suitability for the position. Any teacher under contract to this District who is denied a transfer shall be notified of the reasons for such denial. If the teacher wishes, he or she may apply for the position when it is advertised, to be considered among the pool of applicants.

In relation to new applicants, administration will take into consideration the areas of certification, training, demonstrated professional competency, and suitability for the position.

It is recognized the instructional requirements and best interests of the school system and the students are of primary importance.

The administration shall make emergency assignments and transfers as it deems necessary, but not to extend beyond the end of the current school year. No prior notice of such emergency assignments or transfers needs to be given by the administration. At the end of the emergency

or the end of the school year, whichever comes first, the appropriate procedures for filling a vacancy by transfer or hire shall be applied.

Workday

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

The workday for employees will begin at a time established by their immediate supervisor. “Day” is defined as one workday regardless of full-time or part-time status of an employee.

Employees are to be in their assigned building during the workday. Advance approval to be absent from the school building must be obtained from the principal or supervisor whenever the employees must leave the school building during the workday.

DISTRICT PROCEDURES AND GUIDELINES

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 <https://www.iowadivisionoflabor.gov/child-labor>.

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 reserves the right to discipline employees as necessary. Additional information detailing discipline procedures shall be included in board policy.

Employee Recognition

The district recognizes and appreciates the services of its employees. Employees who retire, resign, or meet a years of service milestone 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 expense 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 therefrom 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.

Limitations to Employment References

School employees shall not assist another co-worker, contractor, or agent in obtaining a new job, apart from the routine transmission of administrative personnel files, if the employee knows, or has probable cause to believe, that such co-worker, contractor, or agent engaged in sexual misconduct regarding a minor or student in violation of the law.

This limitation does not apply if the matter has been properly reported to law enforcement and any other regulatory authorities required by law, and either:

- the matter has been officially closed by the law enforcement agency;
- the individual is acquitted or otherwise exonerated of the alleged misconduct; or
- more than four years has passed since the case was opened, and no charges or indictment have been filed.

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 their supervisor.

Requests for attendance or participation in a development program, other than those development programs sponsored by the school district, are made to immediate supervisors. Approval 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.

Attendance at professional meetings may be permitted at full pay, if such absence is approved by the superintendent or the designated representative. If any regular full-time or part-time employee wishes to be absent from duty to attend a professional meeting, a written request for approval of such absence must be approved electronically by the building principal, at least one week prior to the first day of the anticipated absence. Attendance may be restricted to one instructor per building at any meeting.

Professional development meeting shall include:

- a. Visitation to view other instructional techniques or programs.
- b. Conferences, workshops, or seminars relating to an employee's professional field.

Religious Holiday Celebrations in Public Schools

Employees should be cognizant of creating an inclusive space for all their students by maintaining a learning environment that is unbiased and objective. Holiday related activities should reflect this learning environment and will be educationally sound and sensitive to religious differences. Employees must not solicit or encourage religious or anti-religious activities/celebrations. Employees should be especially careful in planning activities that are to take place immediately preceding or on a religious holiday.

Employees must not inhibit students from expressing their religious beliefs or non-beliefs during the school day as long as it is non-disruptive to the instructional day, does not violate student behavior rules, and does not impose religious beliefs on other students. Expressions of belief or nonbelief initiated by individual students is permitted in composition, art forms, music, speech and debate. However, employees may not require activities which indoctrinate or force students to contradict their personal beliefs or nonbelief.

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 is located at www.educateiowa.gov/resources/laws-and-regulations/legal-lessons/religious-holiday-celebrations-public-schools.

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. Students cannot be charged a fee for masks or other personal protective equipment.

Employees cannot charge a student fee for anything without prior consent.

School Nutrition Program

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

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

Employees are expected to attend staff meetings unless they are on leave or excused by an administrator.

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. All personal calls should be made during sanctioned breaks. District telephones are only for official school business. Failure to follow this guideline will result in disciplinary action, up to and including termination.

Employee Use of District-Owned Vehicles

Certain district employment positions may require regular and extensive travel. Due to the required duties of these positions, the district may provide certain positions with use of district-owned vehicles. Employees who utilize district-owned vehicles during their job duties are fulfilling the public purpose of meeting the needs of the educational community in an efficient, and time-sensitive manner. District-owned vehicles are purchased and maintained with public money and must be used strictly in accordance with fulfilling a public purpose. These vehicles represent the district in carrying out its educational mission. Therefore, district-owned vehicles will always be clearly marked to identify the district.

After use, district vehicles will be sanitized by the transportation department in accordance with public health guidelines.

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.

Fraud/Unlawful Gain

Any deliberate deception which secures an employee unfair or unlawful gain will be grounds for discipline and may be turned over to law enforcement. The school district will also file a complaint with the Iowa Board of Educational Examiners as a violation of the employee's Code of Ethics and the district will also petition for license revocation.

Neglect of 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. After use, school facilities and equipment are to be sanitized by building custodial staff in accordance with public health guidelines.

Abuse or misuse of school district or non-district owned property is to be reported immediately to the 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.

Use of Time

An employee is responsible for the time on the job which he/she is assigned. Each employee must develop work habits and systems to eliminate backtracking or poor usage of time. This requires initiative and planning on the employee's part. Do not allow students, teachers, fellow workers or others to interrupt your work with lengthy conversations; simply excuse yourself and say you have work to do.

Actions such as the following are strictly prohibited by employees and will result in discipline, up to and including termination: loafing, loitering, sleeping, engaging in unauthorized personal business or prolonged visiting while on duty.

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. 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. Teachers are expected to create a learning environment of age-appropriate civil discourse where a variety of viewpoints can be freely shared to enhance student learning.

Break of Meal Periods

Leaving the place of duty during a work shift without permission of the immediate supervisor, except during unpaid break periods, is cause for discipline, up to and including termination. Employees are expected to return to work immediately upon completion of a paid or sanctioned unpaid break.

Licensed staff shall have at least 20 minutes for a duty-free lunch period, except under extenuating circumstances, as established by the building principal.

Regular, classified staff must take a 30 minutes unpaid lunch period. This lunch break may not be taken the first or last 30 minutes of the employee's work day.

Dress and Grooming

All employees are required to dress in a professional and appropriate manner in light of the environment in which they work, the duties of their jobs and the impressionable youth they serve. Clothing should be neat and clean. Discretion and common-sense call for an avoidance of extremes which would interfere with or have an effect on the educational process. Clothing deemed inappropriate will be discussed with the employee. Any clothing which could be deemed unsafe or disruptive to the school environment could result in disciplinary action.

Questions about appropriate attire should be addressed to the employee's immediate supervisor. Also, as role models for students, all staff members are expected to not only dress appropriately, but to practice exemplary hygiene.

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 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. 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 discipline action, up to and including termination.

Employees may request a leave of absence to run for public office. That provision is detailed in the "Political Leave" section of this handbook.

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, please visit

https://boee.iowa.gov/sites/default/files/boee_brochure_two_page_handout_current_rev._01.20.21.pdf

Failure 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.

For more information on Iowa's gift law, please visit <https://educateiowa.gov/resources/laws-and-regulations/legal-lessons/gift-law>.

Insubordination

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

School district employees shall contact their principal or immediate supervisor if there are concerns regarding working conditions.

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.

Staff Technology Use

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, online learning platforms or 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 directly related to the employee's job. Employees, students and volunteers need to realize that the internet is not a private platform 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 Jesse Sundell, Technology Director in establishing and maintaining the site.

Theft

All thefts should be reported immediately to a principal or immediate 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 always be courteous, and report to district administration any mistreatment by district patrons.

Employee Expression

The school district shall take reasonable measures as required by law to protect the intellectual freedom of students and employees and protect students and staff from discrimination based on speech. Employees who file a complaint alleging a violation of their intellectual freedom or discrimination based on speech shall not be retaliated against and shall have whistleblower protections under Iowa law.

Employees who use social media platforms are encouraged to remember that the school community may not be able to separate employees as private citizens from their role within the district. Employee expression on social media platforms that interferes with the district's operations or prevents the district or employee from functioning efficiently and effectively may be subject to discipline up to and including termination.

A district employee who acts to protect a student for engaging in free expression or who refuses to infringe on students engaging in free expression and who is acting within the scope of their professional ethics will not be retaliated against or face any adverse employment action based on their behavior provided that expression is otherwise permitted by law and board policy.

If the board or court finds an employee that is subject to licensure, certification or authorization by the Board of Educational Examiners discriminated against a student or other district employee, the board will refer the employee to the Board of Educational Examiners for additional proceedings as required by law and which may result in discipline up to and including termination.

STUDENT AND CLASSROOM ISSUES

Abuse of Students by a School District Employee

School district employees are encouraged to create professional relationships with students to assist with their learning. Employees must not create relationships with students that are unhealthy or illegal. Adults must always be able 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 twenty-four 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.

Within six months of their initial employment, mandatory reporters will take a two-hour training course involving the identification and reporting of child and dependent adult 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 Seclusion of Students

State law forbids school employees from using corporal punishment, mechanical restraint, and/or prone restraint 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.

State law also places limits on school employees’ abilities to restrain or seclude any student. The law limits why, how, where, and for how long a school employee may restrain or seclude a student. If a student is restrained or secluded, the school must maintain documentation and must provide certain types of notice to the child’s parent. District employees will receive Chapter 103 training on physical restraint and seclusion prior to using these behavior interventions with students.

Non-employees whose duties could require the individual to participate in or be present when physical restraint or seclusion is being used will be invited to join employee training on this subject.

Failure to comply with Chapter 103 training or requirements shall result in discipline, up to and including termination.

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 the 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.

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 **4** 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 the building secretary 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 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 and meet all applicable requirements set by the district, including public health guidelines. Private vehicles will be used only when:

- The vehicle is in good condition and meets all applicable safety requirements
- The driver possesses a valid driver's 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.

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 (IASB sample policy 104 and 104.R1)

The district is committed to providing all students, employees, and volunteers with a safe and civil school environment in which all members of the school community are treated with dignity and respect. 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.

Bullying and/or harassment of or by students, employees, and volunteers is against federal, state, and local policy and is not tolerated by the board.

Accordingly, school employees, volunteers, and students shall not engage in bullying or harassing behavior while on school property, while in school-owned or school-operated vehicles, while attending or participating in school-sponsored or sanctioned activities, and while away from school grounds if the conduct materially interferes with the orderly operation of the educational environment or is likely to do so.

Complaints may be filed with the superintendent or superintendent's designee pursuant to the regulation accompanying this policy. Complaints will be investigated within a reasonable time frame.

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 regulation, 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.

Retaliation Prohibited

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.

Any student found to have violated or retaliated in violation of this policy shall be subject to measures up to, and including, suspension and expulsion. Any school employee found to have violated or retaliated in violation of this policy shall be subject to measures up to, and including, termination of employment. Any school volunteer found to have violated or retaliated in violation of this policy shall be subject to measures up to, and including, removal from service and exclusion from school grounds.

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” mean any repeated or potentially repeated electronic, written, verbal, or physical act or other ongoing conduct toward an individual based on any trait or characteristic of the individual which creates an objectively hostile school environment that meets one or more of the following conditions:

1. Places the individual in reasonable fear of harm to the individual’s person or property.
 2. Has a substantial detrimental effect on the individual’s physical or mental health.
 3. Has the effect of substantially interfering with the individual’s academic or career performance.
 4. Has the effect of substantially interfering with the individual’s ability to participate in or benefit from the services, activities, or privileges provided by a school.
- **“Trait or characteristic of the individual”** 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

An individual who believes that the individual has been harassed or bullied may file a complaint with the superintendent or superintendent’s designee. The complaint form is available on the district website, [board policy 102.E4](#). An alternate investigator will be designated in the event it is claimed that the superintendent or superintendent’s designee committed the alleged bullying or harassment or some other conflict of interest exists. Complaints shall be filed within **180** 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.

Investigation

The school district will promptly and reasonably investigate allegations of bullying or harassment upon receipt of a written complaint. The superintendent or the superintendent’s designee 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 as defined in board policy. Upon completion of the investigation, the investigator shall issue a report with respect to the findings, and provide a copy of the report to the appropriate building principal or Superintendent if the investigation involved the building principal

The complaint and identity of the Complainant, Respondent, or witnesses will only be disclosed as reasonably necessary in connection with the investigation or as required by law or policy. Similarly, evidence uncovered in the investigation shall be kept confidential to the extent reasonably possible.

School Decision

The investigator, building principal or superintendent, depending on the individuals involved, shall inform the Complainant and the accused about the outcome of the investigation. If, after an investigation, a student is found to be in violation of the 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.

Individuals who knowingly file false bullying and/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.

Bloodborne Pathogens

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

Communicable Diseases – Employees

Employees who are ill are encouraged to stay home.

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 concern. 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 contact the EMC First 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. For more information, contact Peggy Nardini, Human Resources Director.

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, then reimbursed by the district. The form indicating the employee can perform the duties, with or without reasonable accommodation, for which the employee was hired, must be returned prior to the performance of duties. The cost of bus driver renewal physicals will be reimbursed to the employee by the school district.

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. Billy Oleson, Buildings & Grounds Director will maintain a file indicating which hazardous substances are present in the workplace and when training and information sessions take place.

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.

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: <https://www.fmcsa.dot.gov/regulations>.

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.

LEAVES AND ABSENCES

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 supervisor*** 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 **3** 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.

Illness Leave

Illness leave ensures that employees can take care of health needs of themselves and immediate family members. Employees who are ill are encouraged to stay home.

Evidence may be required regarding the mental or physical health of the employee when the administration has a concern about the employee's health. Evidence may also be required to confirm the employee's illness or family member's illness, the need for the illness leave, the employee's ability to return to work, and the employee's capability to perform the duties of the employee's position. It is within the discretion of the board or the superintendent to determine the type and amount of evidence necessary. When an illness leave will be greater than three

consecutive days, the employee will comply with appropriate policies and procedures on employee leave.

The district's personal illness leave procedures are as follows:

Licensed Employees

Licensed employees will be granted 15 days of sick leave in their first year of employment. Each year thereafter, one additional day of sick leave will be granted to the licensed employees up to a maximum of 15 days per year. These amounts shall apply to consecutive years of employment in this school district. Unused portions of yearly personal illness or injury leave shall be cumulative to a maximum of one hundred twenty days (120) days. Unused sick leave days of over 120 days per year will be reimbursed at \$25.00 per day. Beginning with the 2024-25 school year there will be no lifetime maximum for sick leave payout. Upon retirement or death of an employee, all unused accumulated sick leave days will be reimbursed at a rate of \$25.00 per day.

The maximum amount of leave a licensed employee may begin the school year with is 135 days, 120 carried forward from a previous year plus the new 15 days allocated for the current school year.

Classified Employees

Regular, classified employees will be granted 15 days of personal sick leave at the beginning of each school year. Employees who work less than a full school year will have their leave of absence pro-rated.

"Day" is defined as one work day regardless of full-time or part-time status of the employee.

The unused sick days shall be cumulative to a maximum of one hundred twenty (120) workdays. All accumulated sick leave is forfeited upon termination of employment. Sick leave hours are not considered hours worked for purposes of calculating overtime.

Sick Leave Bank

1. Creation- One voluntary sick leave bank will be created for the use of those employees, classified and certified, who choose to donate to the bank. Enrollment will take place, for the purpose of determining membership, on the first staff in-service day, or if an employee is hired by the district after the start of the school year, within five (5) days after beginning employment with the district.
2. Eligibility- An employee must contribute days into the sick leave bank to be an eligible member of the bank. A member of the bank, who is not eligible for long-term disability may use the bank when the illness results in the individual exhausting all sick leave, and all personal leave.
3. Contributions –each member of the bank will contribute two (2) days of sick leave to a bank of days, which shall be made available to all members of the bank. Once the sick leave day/days have been contributed, the employee forfeits the days.
4. Application- When a member exhausts all personal illness leave, and personal leave, the member may apply to access sick leave bank. The member will make a request in writing to the Superintendent. A committee of three made up of the Superintendent, the Association President and School Board President will review the application and render a decision as to whether the member is allowed to draw from the bank. The decision of the committee shall be final and not subject to appeal.

5. Use of Sick Leave Bank- Eligible employees may request up to 20 days, in relation to a personal illness, in a contract year based on the availability of days in the bank. After receiving days from the sick leave bank, an employee is no longer a member of the bank. The employee must donate two new days to become a member of the bank the following year.
6. Limitations- Days in the bank are carried forward from year to year. Employees must contribute to the pool to be eligible to participate. The bank can only distribute the number of days contributed. Days in the bank will expire upon termination, resignation, or retirement of a participating member.

Senior Trip Leave

Employees are welcome and encouraged to accompany their senior children on the Stan Friesen Senior Trip each spring. Employees will be required to use personal days and shall have their next paycheck deducted by the per diem rate for each additional day.

The District may request the professional leave of employees to accompany the trip. Administration will select district personnel. Selected individuals will be granted the use of paid, professional leave for their time on the trip.

Association Leave

The delegate-at-large will be granted two (2) days of paid leave to attend the ISEA Delegate Assembly if the Association pays for the cost of a degree substitute teacher. Requests for such leave will be submitted in writing to the superintendent at least five (5) days prior to the date of such leave.

Jury Duty

Employees may be summoned for jury duty. Employees who are called for jury service will notify ***their immediate supervisor*** within twenty-four hours after notice of call to jury duty and will provide suitable proof of jury service to the school district.

Employees will receive their regular salary. However, any payment for jury duty will be paid to the school district. The employee will report to work within one hour on any day when the employee is excused from jury duty during regular working hours.

Employee Holidays and Personal Leave

The paid employee holidays for the **2024-25** are as follows:

Labor Day	September 2, 2024
Thanksgiving	November 28, 2024
Christmas Day	December 25, 2024
New Year's Day	January 1, 2025
Memorial Day	May 26, 2025

Employees holding a 260-day contract or letter of assignment will also receive two floating holidays to be used on non-student days and payment for the following:

Independence Day	July 4, 2024
Friday following Thanksgiving	November 29, 2024
Christmas Eve	December 24, 2024

Holidays are considered hours worked for purposes of calculating overtime.

Employees shall receive 2 personal leave days per school year. All personal leave requests must be submitted to the immediate supervisor using Weblink at least 3 days in advance. All personal leave requests must receive approval from the immediate supervisor.

Employees who do not use their personal leave during the year will be given the option of either (a) payment at the rate of \$115 per day for each day not used or carried over, or (b) carrying over personal leave for use or payment in the following year, not to exceed five (5) days available in any one school year.

Employee Vacations

Vacation is available for those employees who work 260 days a year or as included in an individual contract.

Year of Employment	Days during Contract Year
Year 1	5
Year 2	10
Year 3	11
Year 4	12
Year 5	13
Year 6	14
Year 7	15
Year 8	16
Year 9	17
Year 10	18
Year 11	19
Year 12 & Beyond	20

Administrators shall receive 25 vacation days per contract year.

The vacation may be taken during the school year provided the vacation will not disrupt the operation of the school district. The employee must submit a vacation request to the immediate supervisor via Weblink, who will determine whether the request will disrupt the operation of the school district.

Vacation leave is not considered hours worked for purposes of calculating overtime.

Bereavement Leave

The district understands that employees may need time off to mourn the loss of a family member or close friend.

Employees will be granted permission to be absent from duty as may be necessary for attending the funeral and for other purposes directly related to the death of any of the following persons for up to the number of days specified in each tier, and no reduction of pay will be made for the days of absence:

- a. Spouse, child or stepchild, Significant Other (15 days)
- b. Parent or step-parent, sibling or step-sibling, grandchild or step-grandchild (10 days)
- c. In-laws, including mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law; sole surviving relative (5 days)
- d. Grandparent or step-grandparent of employee or his or her spouse (2 days)
- e. Former spouse (2 days, unless there are joint minor children, then 5 days)
- f. Each other relative (1 day per occurrence)
- g. Close friend (1 day per school year)

Bereavement leave is not cumulative from one contract year to the next.

Bereavement leave hours are not considered hours worked for purposes of calculating overtime and are paid at the employee's regular rate of pay.

Family and Medical Leave

Unpaid family and medical leave will be granted up to 12 weeks (or up to 26 weeks of military caregiver leave to care for a covered service member with a serious injury or illness) per year to assist eligible employees in balancing family and work life. Requests for family and medical leave will be made to the superintendent. Employees eligible for family and medical leave must comply with the applicable administrative rules and the district's family and medical leave policy prior to starting family and medical leave.

For additional information regarding the Family and Medical Leave Act (FMLA) please contact **Christine Oien** or visit the "Family and Medical Leave Act" section of the United States Department of Labor's website, at [Family and Medical Leave \(FMLA\) | U.S. Department of Labor \(dol.gov\)](https://www.dol.gov/fmla).

Military Service

Employees may be called to participate in the armed forces, including the National Guard. If an employee is called to serve in the armed forces, the employee will have a leave of absence for military service until the military service is completed.

The leave is without loss of status or efficiency rating and without loss of pay during the first thirty calendar days of the leave.

Political Leave

Employees are provided a leave of absence to run for elected public office. The superintendent will grant an employee a leave of absence to campaign as a candidate for an elective public office as unpaid leave.

The request for leave must be in writing to the superintendent of schools at least 30 days prior to the starting date of the requested leave.

Unpaid Leave

Unpaid leave may be used to excuse an absence not provided for in other leave policies of the board. Unpaid leave for employees must be authorized by the superintendent. Unpaid leave approval is decided on a case-by-case basis and will be approved sparingly due to the availability of other leave options. Employees must exhaust all applicable paid leave prior to requesting an unpaid leave of absence.

If an employee is granted unpaid leave, the district will cover up to 100 percent of the premium for insurance benefits.

Additional unpaid leave requested under the Americans with Disabilities Act (ADA) or other applicable laws will be addressed on a case by case basis to meet the needs of the individual employee.

SAFETY AND SECURITY

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 the building principal to report any security/safety hazard(s) or condition(s) they identify.

Emergency Closings, Inclement Weather and Other Interruptions

When the superintendent decides the weather threatens the safety of students and employees, he/she will notify the following radio/television stations: WOI (5), KCCI (8), WHO (13), and KWBG- AM1590 to broadcast a school closing announcement.

An emergency closing notification will also be sent out through Infinite Campus.

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.

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 at <https://educateiowa.gov/resources/legal-resources/legal-lessons/firearms-school-grounds-march-2018-school-leader-update>.

TERMINATION OF EMPLOYMENT

Contract Release – Licensed Employee

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 Employee 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 14 days' advance notice. Those resigning at year end or at the end of an assignment must give notice by the last day on duty.

Reduction in Force/Furlough

The board has the exclusive authority to determine the appropriate number of employees. A reduction of 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.

Due process for termination because of a reduction in force will be followed.

When a reduction is deemed necessary, the district shall first attempt to accomplish the necessary reduction by normal attrition. If further reductions are needed, the superintendent will identify designated groups for further evaluation.

It is the responsibility of the superintendent to make a recommendation for reduction in force to 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
- Qualifications for co-curricular programs
- Number of continuous years of service to the school district. This will be considered only when the foregoing factors are relatively equal between employees.

Retirement

Employees who will complete their current contract with the board may apply for retirement. No employee will be required to retire at a specific age.

Application for retirement will be considered made when the employee states in writing to the superintendent, no later than the date set by the board for the return of the employee's contract to the board, the intent of the employee to retire. The letter must state the employee's desire to retire and be witnessed by another party other than the principal or the superintendent. Applications made after the date set by the board for the return of the employee's contract to the

board may be considered by the board if special circumstances exist. It is within the discretion of the board to determine whether special circumstances exist.

Board action to approve an employee's application for retirement is final and such action constitutes nonrenewal of the employee's contract for the next school year.

Appendix A

TUITION REPAYMENT AGREEMENT

This letter constitutes an agreement between the Ogden Community School District (the “District”) and _____ (the “Employee”), regarding certain incentives offered to the Employee by the District. This Agreement will be an addendum to the Employee’s contract with the District.

In order to recruit and retain appropriately licensed personnel in high need/hard-to-fill positions, the District will provide tuition assistance to the Employee toward completion of a licensure/certification program to qualify the Employee to fill a high-need/hard-to-fill position, as identified by the District, in the state of Iowa. Specifically, the District will reimburse the employee up to \$5000 for qualified educational programs or covered expenses under the Plan. In 2022, the IRS statutory maximum was \$5,250 and available to employees as a tax-free fringe benefit. No other benefits or choice of benefits is available under this Plan.

The Employee agrees as follows:

1. The Employee has reviewed the District’s Educational Assistance Plan Document and agrees to abide by the terms of that Plan.
2. In exchange for accepting the reimbursement(s) set forth in Paragraph 1, the Employee agrees that Employee will complete the licensure/certification program by June 30, 2025, and further agrees to accept employment in the District beginning with the 2025-2026 contract year and shall remain employed in that position in the District for a period of at least four (4) consecutive contract years thereafter.
3. In the event the Employee leaves the position and/or leaves employment with the District prior to June 30, 2029, the Employee will repay the tuition costs reimbursed by the District pursuant to Paragraph 1 in accordance with the following schedule:
 - a. If the Employee ceases employment in the position designated in section 2 in the District prior to July 1, 2025, the Employee will repay 100% of the tuition reimbursement paid by the District pursuant to Paragraph 1.
 - b. If the Employee ceases employment in the position designated in section 2 in the District prior to July 1, 2026, the Employee will repay 75% of the tuition reimbursement paid by the District pursuant to Paragraph 1.
 - c. If the Employee ceases employment in the position designated in section 2 in the District prior to July 1, 2027, the Employee will repay 50% of the tuition reimbursement paid by the District pursuant to Paragraph 1.

- d. If the Employee ceases employment in the position designated in section 2 in the District prior to the end of the 2027-28 contract year, the Employee will repay 25% of the tuition reimbursement paid by the District pursuant to Paragraph 1.
4. If the Employee remains employed through the end of the 2028-29 contract year, the tuition reimbursement paid by the District pursuant to Paragraph 1 will be fully forgiven and the Employee shall not be responsible for repayment of any such reimbursement to the District.

Employee Signature

Date

Print Name

Board President

Date

Print Name