



## **Shenandoah CSD Personnel Handbook for Teachers 2018-2019**

It is the policy of the Shenandoah Community School District not to discriminate on the basis of race, color, national origin, sex, disability, religion, creed, age (for employment), marital status (for programs), sexual orientation, gender identity and socioeconomic status (for programs) in its educational programs and its employment practices. There is a grievance procedure for processing complaints of discrimination. If you have questions or a grievance related to this policy please contact the district's Equity Coordinator, Monte Munsinger, Curriculum Director & Equity Coordinator, Shenandoah CSD 601 Dr. Creighton Circle, Shenandoah, IA, 712-246-2520, [munsingerm@shencsd.com](mailto:munsingerm@shencsd.com).

**7/9/2018**

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### **Attendance Expectations**

The district expects all employees to be present and ready to perform their duties at the start of their duty day and to remain present for their entire duty day, unless they have the prior approval of their supervisor. Employees who exhibit chronic tardiness, or those who fail to call their supervisor or designated representative prior to being tardy, maybe subject to progressive discipline up to and including termination of employment.

Employees who will be away from their normal place of work during normal duty hours are expected to report their absences in AESOP. Except in cases of emergency, absences should be requested and approved in advance.

### **Confidentiality**

School employees frequently have access to confidential information. It is expected that school employees maintain confidentiality about information learned in the school environment and refrain from discussing matters related to students (student conduct, discipline, or performance) or their families with uninvolved staff and others outside of the work environment.

### **Drug and Alcohol Testing Program**

Employees who operate school vehicles are subject to drug and alcohol testing if a commercial driver's license is required to operate the school vehicle and the school vehicle transports sixteen or more persons including the driver or the school vehicle weighs twenty-six thousand one pounds or more. For purposes of the drug and alcohol testing program, the term "employees" includes applicants who have been offered a position to operate a school vehicle.

The employees operating a school vehicle as described above are subject to pre-employment drug testing and random, reasonable suspicion and post-accident drug and alcohol testing. Employees operating school vehicles shall not perform a safety-sensitive function within four hours of using alcohol. Employees governed by this policy shall be subject to the drug and alcohol testing program beginning the first day they operate or are offered a position to operate school vehicles and continue to be subject to the drug and alcohol testing program as long as they may be required to perform a safety-sensitive function as it is defined in the administrative regulations. Employees with questions about the drug and alcohol testing program may contact the school district contact person, the school nurse located at the K-8 school.

Employees who violate the terms of this policy are subject to discipline up to and including termination. Employees who violate this policy bear the personal and financial responsibility, as a condition of continued employment, to successfully participate in a substance abuse evaluation and a substance abuse treatment program if recommended by the substance abuse professional. Employees who fail to or refuse to successfully participate in a substance abuse evaluation or recommended substance abuse treatment program may be subject to discipline up to and including termination.

It is the responsibility of the superintendent to develop administrative regulations to implement this policy in compliance with the law. The superintendent will inform applicants of the requirement for drug and alcohol testing in notices or advertisements for employment.

The superintendent will also be responsible for publication and dissemination of this policy and its supporting administrative regulations and forms to employees operating school vehicles. The superintendent will also oversee a substance-free awareness program to educate employees about the dangers of substance abuse and notify them of available substance abuse treatment resources and programs.

### **Employee Hours**

The regular work day for all employees will be eight consecutive hours which may be scheduled by the administration to end no later than 4:00 p.m.

With the exception of teachers who have assigned lunch time duty, the teachers will be provided with a duty-free lunch period. Employees may leave the building without requesting permission during their scheduled duty-free lunch period.

On Fridays or days preceding holidays or recesses, the employee's day will end ten (10) minutes following the close of the pupil's day. When school is dismissed due to inclement weather, teachers are able to leave within ten (10) minutes of the students' dismissal.

Employees may be required to report before or remain after the regular workday for the purpose of attending faculty or other administratively called meetings. Such meetings will begin no earlier than one-half hour before, nor extend more than one hour beyond the employees scheduled workday.

Employees may be required, without additional compensation, to attend no more than six (6) evening activities outside the school day each year. Attendance at additional activities will be at the discretion of the employee.

Employees may have later arrival times or earlier departure times for personal reasons on an individual basis when approved by the appropriate school administrator(s).

Employees will be not be required to complete a leave request in the online absence management system when their principal authorizes discretionary leave that occurs at or after 3:00 PM.

Employees hired on a part-time basis will be given paid preparation time comparable to other employees at their grade level.

The employee work year shall consist of 189 days of service, including 1 holiday; New Year's Day. Employees will not be scheduled to work on Christmas day. Employees may be required to work days beyond the established published district calendar to fulfill their contract to work 189 days.

### **Employee Safety**

The district agrees to continue making reasonable provisions for the health and safety of its employees during the hours of employment. The employees will continue to extend their complete cooperation to the district in maintaining district policies, rules and regulations as to health and safety. All employees shall promptly report any unsafe conditions to their immediate

supervisor.

Provisions shall be made for protective devices as outlined in Section 280.10 and 280.11 of the Code of Iowa. All such items shall be provided without charge to the employee.

#### Use of Reasonable Force

An employee may, within the scope of his/her employment and pursuant to district policies, administrative regulations, and directives, using no more force than is reasonable and necessary, take appropriate action in self-defense, or to protect district property, or other school employees and students. This paragraph shall not be construed as to condone any action which is in any respect unlawful. All action taken by a teacher pursuant to this section shall be promptly reported by the teacher to his/her immediate supervisor.

#### Emergency Evacuations

In the event that a building of the Shenandoah Community School District is placed under jurisdiction other than its duly appointed and authorized professional staff for the purpose of emergency evacuation, no staff member, whose assignment is in that building, shall be required by the Board of Education or the administration of the Shenandoah Community School District to perform any services above and beyond that all students under his/her immediate supervision have been safely evacuated.

#### Assaults

Whenever an employee has suffered an assault while acting within the scope of his/her employment, the employee shall notify his/her immediate supervisor immediately. Upon a review of the facts, a determination regarding the case shall be made by the principal. Any employee(s) assaulted shall be notified of the district's action. The principal or designee shall provide appropriate assistance to the assaulted employee(s) for needed liaison with the police and other authorities.

If, as a result of an unprovoked assault as described above, an employee's clothing and personal effects, subject to the district's insurance policy definition and loss, are torn or destroyed, provided an investigation by the principal or designee indicated there was no negligence on the part of the employee, the employee shall be eligible for reimbursement for the damage. Reimbursement by the district for any loss will be made only if such loss is not covered by the employee's personal insurance. This provision will apply only to those incidents which occur on school property and while the employee is engaged in school business. A request for reimbursement will be submitted in writing to the principal, describe the incident, state the amount of reimbursement sought and verification thereof, and will be subject to approval by the investigating administrator.

#### **Harassment Prohibited**

Harassment and bullying of students, employees, officers, board directors and volunteers are against federal, state and local policy, and are not tolerated by the board. The board is committed to providing all students, employees, officers, board directors and volunteers with a safe and civil school environment in which all members of the school community are treated with dignity and respect. To that end, the board has in place policies, procedures, and practices that are designed

to reduce and eliminate bullying and harassment as well as processes and procedures to deal with incidents of bullying and harassment. Bullying and harassment of students, employees, officers, board directors or volunteers or by other students, employees, officers, board directors, or volunteers or by others such as parents, vendors, and persons doing business with the school district, will not be tolerated in the school or school district.

For the purpose of this policy, the term “volunteer” includes, but is not limited to, a person performing a service for the benefit of and at the request of the school district.

The board prohibits harassment, bullying, or hazing of students, employees, officers, board directors and volunteers based on any of the following actual or perceived traits or characteristics: age, color, creed, national origin, race, religion, marital status, sexual orientation, gender, gender identity, physical attributes, physical or mental ability or disability, ancestry, political party preference, political belief, socioeconomic status, or familial status.

This policy is in effect while students, employees, officers, board directors and volunteers are on property within the jurisdiction of the board; while on school-owned or school-operated vehicles; while attending or engaged in school-sponsored or school approved activities or functions regardless of location; and while away from school grounds if the misconduct directly affects the good order, efficient management and welfare of the school or school district.

If, after an investigation, a student is found to be in violation of this policy, the student shall be disciplined by appropriate measures up to, and including, 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 up to, and including, termination. If, after an investigation, a school officer or board director is found to be in violation of this policy, the officer or director shall be subject to appropriate measures which may include public reprimand or removal from office, in accordance with applicable board policies and procedures and the law. If, after an investigation, a school volunteer is found to be in violation of this policy, the volunteer shall be subject to appropriate measures up to, and including, exclusion from school grounds.

Harassment and bullying mean any electronic, written, verbal, or physical act or conduct toward a student, employee, officer, board director or volunteer which is based on any actual or perceived trait or characteristic of the individual and which creates an objectively hostile school or work environment that meets one or more of the following conditions:

- Places the student, employee, officer, board director or volunteers in reasonable fear of harm to their person or property;
- Has a substantially detrimental effect on the student’s, employee’s, officer’s, board director’s or volunteer’s physical or mental health;
- Has the effect of substantially interfering with the student’s academic performance or an employee’s, officer’s, board director’s or volunteer’s work performance; or
- Has the effect of substantially interfering with the student’s, employee’s, officer’s, board director’s or volunteer’s ability to participate in or benefit from the services, activities, or privileges provided by a school.

“Electronic” means any communication involving the transmission of information by wire, radio,

optical cable, electromagnetic, or other similar means. "Electronic" includes but is not limited to communication via electronic mail, internet-based communications, pager service, cell phones, electronic text messaging, or similar technologies.

Harassment and bullying may include, but are not limited to, the following behaviors and circumstances:

- Verbal, nonverbal, physical or written harassment, bullying, hazing, or other victimization that have the effect of causing injury, discomfort, fear, or suffering to the victim;
- Repeated remarks of demeaning nature that have the effect of causing injury, discomfort, fear, or suffering to the victim;
- Implied or explicit threats concerning one's grades, achievements, property, etc. that have the effect of causing injury, discomfort, fear, or suffering to the victim;
- Demeaning jokes, stories, or activities directed at the victim that have the purpose or effect of causing injury, discomfort, fear, or suffering to the victim; and/or
- Unreasonable interference with a victim's performance or creation of an intimidating, offensive, or hostile learning or work environment.

Sexual harassment means unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature when:

- Submission to the conduct is made either implicitly or explicitly a term or condition of the student's education or benefits or the individual's work or employment;
- Submission to or rejection of the conduct by a student or school employee is used as the basis for academic decisions affecting that student or employment decisions affecting the individual; or
- The conduct has the purpose or effect of substantially interfering with the student's academic performance or individual's work performance, or creating an intimidating, hostile or offensive education or work environment.

In situations between students and school officials, faculty, staff, or volunteers who have direct contact with students, bullying and harassment may also include the following behaviors:

- Requiring that a student submit to bullying or harassment by another student, either explicitly or implicitly, as a term or condition of the targeted student's education or participation in school programs or activities; and/or
- Requiring submission to or rejection of such conduct as a basis for decisions affecting the student.

To the extent provided in Iowa Code Section 280.28, any person who promptly, reasonably, and in good faith reports an incident of bullying or harassment under this policy to a school official, shall be immune from civil or criminal liability relating to such report and to the person's participation in any administrative, judicial, or other proceeding relating to the report.

Retaliation, reprisal, or false accusation against any person because the person has filed a bullying or harassment complaint or assisted or participated in a harassment investigation or proceeding is also prohibited. Individuals who knowingly file false harassment complaints and any person who gives false statements in an investigation shall be subject to discipline by appropriate measures, as shall any person who is found to have retaliated against another in

violation of this policy. Any 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. A school officer or board director found to have retaliated in violation of this policy shall be subject to measures up to, and including, public reprimand and removal from office, in accordance with applicable board policies and procedures and the law. 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. Other persons found to have retaliated in violation of this policy shall be subject to appropriate measures as determined by the school district.

The school or school district will promptly and reasonably investigate allegations of bullying or harassment. The building principal or designee will be responsible for handling all complaints alleging bullying or harassment at the school building level. The superintendent or designee will be responsible for handling all complaints of bullying and harassment at the district administration or board level.

It also is the responsibility of the superintendent, in conjunction with principals, to develop procedures regarding this policy. The superintendent also is responsible for organizing training programs for students, employees, school officers, board directors and volunteers. The training will include how to recognize harassment and what to do in case someone is bullied or harassed. It will also include proven effective harassment prevention strategies. The superintendent will also develop a process for evaluating the effectiveness of the policy in reducing bullying and harassment. The superintendent shall report to the board on the progress of reducing bullying and harassment.

The board will annually publish this policy. The policy may be publicized by the following means:

- Inclusion in the student handbook
- Inclusion in the employee handbook
- Inclusion in the registration materials
- Inclusion on the school or school district's website

And a copy shall be made available to any person at the central administrative office at 304 West Nishna, Shenandoah, IA 51601

Legal References:           20 U.S.C. §§ 1221-1234i (2004).  
                                  29 U.S.C. § 794 (1994).  
                                  42 U.S.C. §§ 2000d-2000d-7 (2004).  
                                  42 U.S.C. §§ 12001 *et. seq.* (2004).  
  
                                  Senate File 61, 1<sup>st</sup> Regular Session, 82<sup>nd</sup> General Assembly, (2007).  
                                  Iowa Code §§ 216.9; 280.3 (2009).  
                                  281 I.A.C. 12.3(6).  
                                  Morse v. Frederick, 127 S.Ct. 2618 (2007)

103.1 E1 ANTI-BULLYING/HARASSMENT COMPLAINT FORM

Name of complainant: \_\_\_\_\_

Position of complainant: \_\_\_\_\_

Name of student or employee target: \_\_\_\_\_

Date of complaint: \_\_\_\_\_

Name of alleged harasser or bully: \_\_\_\_\_

Date and place of incident or incidents: \_\_\_\_\_

Nature of Discrimination or Harassment Alleged (Check all that apply)

<input type="checkbox"/>	Age	<input type="checkbox"/>	Physical Attribute	<input type="checkbox"/>	Sex
<input type="checkbox"/>	Disability	<input type="checkbox"/>	Political Belief	<input type="checkbox"/>	Sexual Orientation
<input type="checkbox"/>	Familial Status	<input type="checkbox"/>	Race/Color	<input type="checkbox"/>	Socio-economic
<input type="checkbox"/>	Marital Status	<input type="checkbox"/>	Religion/Creed	<input type="checkbox"/>	Other – Please Specify:
<input type="checkbox"/>	National Origin/Ethnic Background/Ancestry	<input type="checkbox"/>	Gender or Gender Identity		

Description of misconduct: \_\_\_\_\_

\_\_\_\_\_

Name of witnesses (if any): \_\_\_\_\_

\_\_\_\_\_

Evidence of harassment or bullying, i.e., letters, photos, etc. (attach evidence if possible):

\_\_\_\_\_

\_\_\_\_\_

Any other information: \_\_\_\_\_

\_\_\_\_\_

I agree that all of the information on this form is accurate and true to the best of my knowledge.

Signature: \_\_\_\_\_

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

104.1E2 ANTI-BULLYING/HARASSMENT WITNESS DISCLOSURE FORM

Name of witness: \_\_\_\_\_

Position of witness: \_\_\_\_\_

Date of testimony, interview: \_\_\_\_\_

Description of incident witnessed: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Any other information: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I agree that all of the information on this form is accurate and true to the best of my knowledge.

Signature: \_\_\_\_\_

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

**DISPOSITION OF ANTI-BULLYING/HARASSMENT COMPLAINT FORM**

Name of complainant: \_\_\_\_\_

Name of student or employee target: \_\_\_\_\_

Grade and building of student or employee: \_\_\_\_\_

Name and position or grade of alleged perpetrator /respondent: \_\_\_\_\_

Date of initial complaint: \_\_\_\_\_

Nature of discrimination or harassment alleged (Check all that apply)

<input type="checkbox"/>	Age	<input type="checkbox"/>	Physical Attribute	<input type="checkbox"/>	Sex
<input type="checkbox"/>	Disability	<input type="checkbox"/>	Political Belief	<input type="checkbox"/>	Sexual Orientation
<input type="checkbox"/>	Familial Status	<input type="checkbox"/>	Race/Color	<input type="checkbox"/>	Socio-economic
<input type="checkbox"/>	Marital Status	<input type="checkbox"/>	Religion/Creed	<input type="checkbox"/>	Other – Please Specify:
<input type="checkbox"/>	National Origin/Ethnic Background/Ancestry	<input type="checkbox"/>	Gender or Gender Identity		

Summary of investigation: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

I agree that all of the information on this form is accurate and true to the best of my knowledge.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## 104.1R1 ANTI-HARASSMENT/BULLYING INVESTIGATION PROCEDURES

Individuals who feel that they have been harassed should:

- Communicate to the bully/harasser that the individual expects the behavior to stop, if the individual is comfortable doing so. If the individual wants assistance communicating with the bully/harasser, the individual should ask a teacher, counselor, principal, or superintendent to help.
  
- If the harassment does not stop, or the individual does not feel comfortable confronting the harasser, the individual should:
  1. Tell a teacher, counselor, principal or superintendent; and
  2. Write down exactly what happened, keep a copy and give another copy to the teacher, principal or superintendent including:
    - what, when and where it happened;
    - who was involved;
    - exactly what was said or what the harasser did;
    - witnesses to the harassment;
    - what the complainant said or did, either at the time or later;
    - how the complainant felt; and
    - how the bully/harasser responded.

### COMPLAINT PROCEDURE

An individual who believes that the individual has been harassed or bullied will notify the building principal or designee for all complaints at the school building level. The superintendent or designee will be responsible for handling all complaints of bullying and harassment at the district administration or board level. The alternate investigator is the Equity Coordinator, Assistant Principal or designee. The investigator may request that the individual complete the Harassment/Bullying Complaint form and turn over evidence of the harassment, including, but not limited to, letters, tapes, or pictures. However, completion of a complaint on the Harassment/Bullying Complaint form is not mandatory for purposes of investigating a complaint. The complainant shall be given a copy of the completed complaint form. Information received during the investigation is kept confidential to the extent possible.

An investigator, with the approval of the principal or the superintendent has the authority to initiate an investigation in the absence of a written complaint.

### INVESTIGATION PROCEDURE

#### Level One

The building principal (or designee), for harassment or bullying occurring at the school building level, and the superintendent (or designee), for harassment or bullying occurring at the district administration or board level, will assign an investigator. The investigator will be designated by the building principal or superintendent and can be a supervisor, a building or district administrator, or a designated level 1 investigator for Chapter 102 complaints. The complainant should be informed of these choices and given the opportunity for input into the choice of investigator assigned to the complaint. Once assigned, the investigator will reasonably and promptly commence the investigation. The investigator will interview the complainant and the

alleged harasser/bully. The alleged harasser/bully may file a written statement in response to the complaint. The investigator may also interview witnesses and consider other evidence as deemed appropriate. Upon completion of the investigation, the investigator will make written findings and conclusions as to each allegation of harassment or bullying and report the findings and conclusions to the principal (or designee), superintendent (or designee) or board president (or designee), depending upon whether the alleged harassment or bullying occurred at the school building or district administration or board level. The investigator will provide a copy of the written findings and conclusions of the investigation to the principal (or designee), superintendent (or designee) or board president (or designee), as appropriate.

Following receipt of the investigator's report, the principal, superintendent, or board president designee, as appropriate, may investigate further, if deemed necessary, and make a determination of any appropriate additional steps, which may include discipline or other remedial action.

Prior to the determination of the appropriate discipline or other remedial action, the principal, superintendent, or designee, as appropriate, may, at his/her discretion, interview the complainant and the alleged harasser/bully.

The principal, superintendent, or designee, as appropriate, will file a written report closing the case and documenting any disciplinary action taken or any other action taken in response to the complaint. The complainant, the alleged harasser/bully and the investigator will receive notice as to the conclusion of the investigation. The principal, superintendent, or designee, as appropriate will maintain a log of information necessary to comply with Iowa Department of Education reporting procedures.

### Level Two

If the complaint is not resolved at level one to the satisfaction of the complainant or the alleged harasser/bully, the grievant(s) may appeal the findings to the superintendent or appropriate designee. The filing of the level two complaint must be within fifteen (15) working days from the date of the conclusion of the level one investigation and must be made in writing using the anti-harassment/bullying complaint form stating the nature of the grievance. The grievant may request a meeting concerning the complaint with the superintendent or designee. A parent or guardian may accompany a minor student. The superintendent or designee shall investigate the complaint and attempt to resolve it. A written report from the superintendent or designee regarding action taken will be sent to the involved parties within fifteen (15) working days after receipt of the level two complaint.

### POINTS TO REMEMBER IN THE INVESTIGATION

- Evidence uncovered in the investigation is treated as confidential, to the extent possible. Complaints must be taken seriously and investigated.
- No retaliation will be taken against individuals involved in the investigation process. Individuals who retaliate will be subject to discipline as appropriate.
- The totality of the circumstances will be considered in determining whether conduct constitutes harassment or bullying in violation of this policy.
- Students, employees, officers, board directors, and volunteers are expected to fully and fairly cooperate in any investigation.

## CONFLICTS

If the designated investigator is the subject of or a witness to the incident or is otherwise personally affected by the complaint procedures related to the incident, an alternate investigator shall investigate the complaint. If the building principal, superintendent, or designee involved in the investigation procedure and resolution of the complaint is the subject of or a witness to the incident or is otherwise personally affected by the complaint procedures related to the incident, an alternate administrator shall serve as a substitute.

This procedure in no way denies the right of a person to file a formal complaint with the Iowa Civil Rights Commission, the Federal Office of Civil Rights for the U.S. Department of Education, the Federal Equal Employment Opportunity Commission, and/or the Iowa Department of Education for mediation or rectification of civil rights grievances, or to seek private counsel for complaints alleging bullying, harassment, or discrimination.

## Health Provisions

Employees whose health may be in doubt in the opinion of the administration, shall present additional satisfactory examination results when requested to do so. The expense of any additional examinations if requested by the administration, will rest with the Board of Education.

The Board will provide paid flu shots for employees at a time and site designated by the Board. Employees choosing to get a flu shot other than this will assume the cost.

## Insurance

The Board will provide health insurance for eligible employees. The Board contributes to the monthly premium in an amount equivalent to a PPO 1000 plan, toward the cost of insurance coverage for a full-time employee. The employee may apply the payment to single or family coverage. All employees are required to take at least single policy coverage. Disability Insurance and Term Life Insurance (\$10,000) is also provided for all teachers in the district.

The Board provides the above insurance and pays a proportionate amount of the premiums for part-time employees who work a minimum of twenty (20) hours a week. The part-time employee agrees to pay a proportionate amount and must authorize, in writing, a payroll deduction for their portion of the premium. The part-time employee may elect, in writing, to waive or revoke the insurance deductions by a thirty (30) day written notice to the Business Office.

Open Enrollment for insurance is in May.

## Leaves of Absence

### Jury Duty Leave

An employee required to perform jury duty during his/her working time will be granted a leave for such purpose and will receive the difference in compensation between the employee's normal compensation and the per diem compensation received from such jury duty. Provided, however, that in order for an employee to be eligible, the employee must also:

- Immediately notify his/her supervisor of the receipt of summons for jury duty;
- Be available for work on the next scheduled workday after the period of required jury duty;
- Furnish the employer with proper evidence of the number of days and the amount of

- jury duty pay; and
- Be available for work for the remainder of any day which the employee is not required to perform jury duty.

### Emergency Leave

An employee will be granted a maximum of ten (10) days leave per year for illness or death in the immediate family, which is defined as spouse, parents, grandparents, children, grandchildren, father/mother/son/ daughter-in-law, brother, sister, brother/sister-in-law, foster children, foster grandchildren.

Up to two (2) days leave of the ten (10) maximum allowed may be used for serious illness, injury, death or funeral of any person not listed above.

In extenuating circumstances, the Superintendent may extend the ten (10) days fully paid leave. The Superintendent's decision is final and non-grievable.

### Professional Leave

Professional leave may be excused for educational purposes at the discretion and approval of the building principal or the immediate supervisor and the Superintendent. If any regular full-time employee wishes to be absent from duty for a brief period to attend a professional meeting, a leave request should be entered into AESOP at least seven (7) days prior to the first (1<sup>st</sup>) day of anticipated absence. Professional days will be used for the purpose of:

- Visitation to view other instructional techniques or programs; or
- Conferences, workshops, or seminars conducted by colleges, universities, or other educational institutes or organizations.

### Personal Leave

At the beginning of the school year, an employee will be granted two (2) days of leave without loss of pay to be used for the employee's personal business at the employee's discretion.

An employee planning to use a day will enter the absence into AESOP two (2) days in advance except in cases of emergency.

No personal days will be allowed during workshops, in-services, or parent-teacher conferences except in cases of emergency. A maximum of three employees may be granted use of personal leave during the first five days or last five days of the school year or immediately before or following any holiday or school recess.

Should an emergency or important family responsibility beyond the employee's control arise, permission is to be obtained from the employee's immediate supervisor. Examples could be: weddings, graduations, court appointments, but would not include vacation extensions.

If the employee chooses not to be reimbursed, unused personal leave will be allowed to accumulate up to 4 days.

Each employee will be reimbursed for a maximum of four (4) personal days not used during a

school year. This reimbursement will be \$100 per day. This reimbursement must be requested in writing. Request must be received in the Central Office on or before June 1<sup>st</sup> and will be added to the employee's June check with appropriate taxes withheld.

An employee may purchase two (2) additional personal leave days, per year, by paying the current substitute teacher rate plus FICA and IPERS. No more than four (4) personal days will be allowed in a contract year.

#### Consultant Leave

In cases where school employees wish to serve or are requested to serve as education consultants by other school districts, educational organizations, etc., approval in advance must be obtained from the building principal and Superintendent and are limited to four (4) days per year.

Evidence of any fees, income, or remuneration received by the employee over and above expenses will be presented to the Business Office who will reduce the district's salary to the employee by the amount paid for such services

#### Discretionary Leave

The Board may, at its discretion, grant a leave of absence to an employee for reasons acceptable to the Board and upon such terms and conditions as may be prescribed by the Board.

#### Adoptive Leave/Foster Leave

Employees covered by this handbook will be granted a leave of absence at full pay for purposes of adoption/child fostering, not to exceed a total of five (5) days per year.

#### Maternity Leave

Maternity leave is treated under the applicable sections of sick leave and/or extended leaves.

#### Educational Improvement

A leave of absence, without pay, for up to one (1) year may be granted to a maximum of two (2) employees for the purpose of engaging in study related to professional responsibilities, at an accredited college or university. All requests for such leaves will be submitted in writing to the Superintendent at least thirty (30) days prior to the deadline for staff reduction as stipulated by Chapter 279, Code of Iowa, in the year preceding the school year in which the period of leave is requested. Leaves will be granted based upon the nature of the educational improvement undertaken and its resulting benefit to the district's educational programs. The Superintendent or his/her designee will reply to such request in writing by the deadline for staff reduction as stipulated by Chapter 279, Code of Iowa.

An employee on leave of absence during the spring semester will notify the Superintendent in writing at least thirty (30) days prior to the deadline for staff reduction as stipulated by Chapter 279, Code of Iowa, in the year of his/her intention to return or not return to the district the following school year. Failure to so notify by this date, will be interpreted to mean the employee does not intend to return, and will serve as a reason to terminate the continuing contract of the teacher on leave.

### Public Office

A leave of absence without pay, not to exceed two (2) years, will be granted to a maximum of one (1) employee per year (with the date of the earliest written application to be the determining factor for allowance of the leave) for the purpose of serving in a state or national public office.

### Military Leave

Employees who are inducted into the military service of the United States will be granted a leave of absence without pay for the duration of the induction. Upon return from such leave, an employee will be placed in an available position in which he/she is qualified and certified and at the step on the salary schedule determined by actual service and maintain earned sick leave accumulation. Returning employees will be according to the rights set forth in the Uniformed Services Employment and Reemployment Rights Act (USERRA) and the rights provided in the Iowa Military Code. Chapter 29A, Code of Iowa.

### Temporary Military Leave

A maximum of thirty (30) school days per school year for persons called into temporary active duty of any unit of the United States Reserves or the State National Guard, provided such obligation cannot be fulfilled on days when school is not in session, will be granted without loss of pay or benefits.

### Extended Leave

While on extended leave the employee's interest in the retirement funds, accumulated sick leave, and placement on the salary schedule will be frozen. While no additional benefits will be provided by the employer during the leave period, the employee may purchase such benefits. At the conclusion of the extended leave of absence, the salary of the employee will be the salary stated on the salary schedule for the step and class for which the employee was appointed at the time of the commencement of the leave.

Other extended leaves of absence without pay may, at the discretion of the Board, be granted upon the written request of an employee.

### Sick Leave

All licensed staff members will receive (15) days of sick leave each school year as of the first (1<sup>st</sup>) official day of said school year. Unused sick leave days may accumulate from year to year to a maximum of one hundred twenty (120) days.

An employee absent due to personal illness or injury shall, if requested by the district, furnish to the district such reasonable evidence, as the district may desire confirming the necessity for such absence.

An employee returning to work from a sick leave shall, if requested by the district, furnish to the district such reasonable evidence as the district may desire that the employee is physically and mentally able to return to active employment.

Notification of available sick leave and personal leave is available on the AESOP absence management system and found on an employee's payroll stubs.

### Sick Leave Pool

All requests by eligible employees to withdraw days from the sick leave pool will be submitted in writing to the Sick Leave Pool Committee (SLPC) for review. The SLPC will be comprised of 3 SEA appointed teachers (1 from each level: PK-4, 5-8, 9-12), 3 administrators (1 from each level: PK-4, 5-8, 9-12) and the Executive Secretary who will serve as secretary for the SLPC. The SLPC will initially determine if the requesting staff member's illness, injury, or infirmity is extenuating circumstances and whether or not the participant is eligible to use sick leave days from the sick leave pool. Staff members may not withdraw days from the sick leave pool for a normal pregnancy. This decision will be final and is not subject to grievance.

The intent of the sick leave pool is to provide staff members with additional sick leave benefits in case a catastrophic illness or injury has occurred.

To be a member of the sick leave pool, an employee must give one sick day each year from their annual allotment until they have contributed 4 days. When the sick leave pool drops below 300 days, members will be asked to contribute one sick day on consecutive years until the pool has reached 300 days again. The employee must join by the enrollment deadline of September 15 to be eligible. Teachers hired after the start of the school year, will have 4 weeks from their date of hire to enroll. Teachers who have previously been on staff, and have not contributed every year of the Sick Leave Pool's existence, will need to donate the number of days equal to the employee's years of employment during that period, not to exceed five days.

An employee may draw from the sick leave pool when and only when the employee has depleted all of his/her "built-up" sick days and personal days.

Teachers who have contributed 1 day may draw up to a maximum of 20 days. Teachers who have contributed 2-3 days may draw up to a maximum of 40 days. Teachers who have contributed 4 or more days may draw up to a maximum number of days that cannot exceed the number of days left in the sick leave pool or days left in the school year.

### Sick Leave Reimbursement

In years where a School Board Incentive Plan is offered, each employee shall be paid \$25 for each unused sick day upon resigning from the district, provided the employee has been under contract with the district for a minimum of six years.

In years where a School Board Incentive Plan is not offered, each employee will be paid \$25 for each unused sick day upon resigning from the district, provided the employee has been under contract with the district for a minimum of six years. After 15 years of consecutive employment with the district, reimbursement will be made at a rate of \$35 for each unused sick day upon resignation. After 25 consecutive years of employment, the rate will increase to \$45 per unused sick day. This payment will be made in July of the next fiscal year.

All Sick Leave Reimbursements are a one-time only payment. All employees who resign and return, must either: not receive sick leave reimbursement again; or pay back any previous reimbursement.

When an employee has exhausted the paid accumulated sick leave benefits and is still unable to

work, he/she will be granted a leave of absence without pay until the end of the current contract year and all insurance benefits will be continuously paid by the Board until the end of the current contract year if the employee has furnished the appropriate administrator with acceptable medical evidence that he/she is unable to return to work.

If an employee seeks and is granted a leave of absence under the provisions of sick leave for a period in excess of sixty (60) working days, said employee will not be credited with a year of teaching nor will the employee be entitled to move forward one (1) step on the salary schedule for the following school year.

### Licensure

Employees are responsible for obtaining and maintaining the appropriate licensure with the Board of Educational Examiners for the position they are teaching.

### Observations and Evaluations

All teachers can expect to be observed informally and formally by mentor teachers, master teachers, other administrators, and their assigned evaluator. The information obtained by mentor and master teachers is used to provide teachers with peer feedback and is not considered part of the formal evaluation process.

The teacher evaluation process, procedures, and protocols will be reviewed with staff on an annual basis. The evaluation will include a conference between the employee and the evaluator and a copy of each formal evaluation will be filed in the employee's district personnel file. Both parties shall sign and date the formal written evaluation report which indicates that the contents have been discussed and said meeting has taken place. If an employee disagrees with the write evaluation report they can written response that will be included with the evaluation according to the procedures outlined in the evaluation procedures.

### **Out of District Employment**

The district recognizes some certified employees may have other employment out of the district. The general work schedule for the district is published well in advance and work hours are normally constant. It is important employees with more than one employer become familiar with the work schedule and communicate concerns well in advance. Employees work schedules, duties and responsibilities will not be altered by the district to accommodate out of district employment. The employee may be requested to discontinue outside employment if it conflicts with the employee's ability to meet the needs of their assigned job duties.

### **Requesting a Transfer**

A "voluntary transfer" is the movement of an employee to a different building and to another grade level or position within a building. An "involuntary transfer" is the movement of an employee to a different building and to another grade level or position within a building by the Superintendent or the Superintendent's designee.

### Voluntary Transfer

Any employee possessing the necessary certification and qualifications may apply for reassignment to another building, and to another position within the building, and all applicants

will be carefully considered. All applications will be submitted electronically on TeachIowa. The granting of such transfer will be based upon the needs of the district as determined by the administration.

#### Posting of Opportunities to Transfer

Except during the summer vacation, the Board will announce, by emailing all employees, a list of vacancies which occur during the school year and for the following year prior to advertising the vacancies. Employees who desire to apply for the transfer will need to submit their applications as described above, within five (5) school days from the posting. The granting of a transfer will be based upon the need of the school as determined by Administration. When a transfer is filled, all applicants will be notified within a reasonable time thereafter. Internal requests for transfer will be considered on vacancies that occur after May 1 however the administration may proceed with filling the position immediately without waiting for the 5-day notice to expire.

If an employee is transferred, then the employee will not generally be considered a viable option to be considered for a transfer to another building, and to another position within the district for a period of one (1) year. The administration may grant an exception to this rule when it is determined to be in the best interest of the district.

#### Involuntary Transfer

Involuntary transfer will be made upon the need of the school district as determined by and within the sole discretion of the administration. All such transfers will be made known to the employee involved in the transfer and will be reported to the Board of Directors.

### **Salary Schedule**

#### Placement on Salary Schedule

Employees will be granted one-year increment or vertical step on the schedule for each year of service until the maximum for their educational classification is reached.

When an employee has completed their fifth (5<sup>th</sup>) year in the district, and completes the final step in any educational lane, they shall receive a career increment equal to 10 percent (10 %) of the supplemental pay generator base.

#### Credit for Teaching Experience

Credit up to the eighth (8<sup>th</sup>) step on the appropriate degree level on the employee salary schedule for teaching experience in an accredited school district may be granted to an employee upon initial employment. The Board may grant placement at a higher step in those special instances when the Board, in its discretion, determines that a higher placement is appropriate.

Teachers completing a master's degree in any educational field will be given credit for advancement on the salary schedule. Any hours past the master's degree for movement must be in the same area the employee is currently teaching. Procedures for advancement will be followed as per board policy.

#### Method of Payment

Each employee will be paid in twelve (12) equal monthly installments on the twentieth (20<sup>th</sup>) of

each month. Payment or notification of payment will be received at the teacher's regular school building during the school year and to an address designated by the teacher during the summer months.

Employees who are in their first year of employment with the district may elect to be paid in thirteen installments, with the first installment equal to per diem pay for ten work days. Employees must request this option on or before the first day they report for their non-Schedule II assignment. This early installment will be paid eleven work days from the day they report for their non-Schedule II assignment. The remaining twelve payments will be adjusted to reflect a deduction of the early payment.

When a pay date falls on or during a school holiday, vacation, or weekend, the Central Office will attempt to distribute the checks on the last previous working day.

#### Extended Contracts

Remuneration for extended contracts are calculated on a pro-rated basis of a teacher's regular teaching salary.

#### Supplemental Pay

The supplemental pay schedule in effect for the 2018-2019 school year is set forth in Schedule II which are attached to this document.

The supplemental pay for a person employed in a position listed on the Supplemental Pay Schedule is the product of the supplemental pay generator base salary multiplied by a percentage factor assigned to the position. The percentage factor used to calculate the supplemental pay of an employee for the employee's second and each consecutive year of employment in that same position will be increased by one tenth of one percent (.1%) per year up to a maximum increase of one percent (1.0%). Years of service must be consecutive. An employee who has a break in service in a position, or who accepts a different supplemental pay position, will begin at the minimum percentage for that position.

#### Horizontal Movement

Any employee seeking a horizontal movement on the salary schedule for the next school year will file a letter/email of intent to seek said movement, with the Superintendent or his/her designee prior to **March 1<sup>st</sup>** of the current school year. An email reminder will be sent out prior to March 1<sup>st</sup>. In any event, said notice will be filed no later than September 1 of the following school year.

#### Substitute Teaching During Preparation Time

Teachers may be compensated for teaching during their scheduled preparation time when assigned by an administrator. The compensation rate is fifteen dollars (\$15) per full period, regardless of the length of period.

#### Ticket-taking

Employees will be paid at a rate of eighteen dollars (\$18) for time increments of three (3) hours or less for taking tickets at extra-curricular events.

### Teacher Salary Supplement Funds

Notwithstanding the amount of TSS funds, the amount of \$5,335 is added to each cell generated by the index schedule using a generator base of \$31,680, all being reflected on the attached combined schedule. The parties agree that the Teacher Salary Supplement funds are fully used to fund the combined salary schedule of the district, regardless of the amount added to the indexed schedule. The Supplemental Pay Schedule uses the same generator base as the combined Salary Schedule base.

### **Shenandoah School District Technology Agreement**

Employees must conduct themselves in a manner that does not disrupt from or disrupt the educational process and failure to do so will result in discipline, up to and including, discharge.

Usage of the school district's computer resources is a privilege, not a right, and that 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* within the information 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 e-mail or use of the school district's computer network including web sites 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.

### Social Networking or Other External Web Sites

For purposes of this policy any web site, other than the school district web site or school-school district sanctioned web sites, are considered external web sites. 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 web sites. Employees shall not use the school district logos, images, iconography, etc. on external web sites. Employees shall not use school district time or property on external sites that are not in direct-relation to the employee's job. Employees, students and volunteers need to realize that the Internet is not a closed system and anything posted on an external site may be viewed by others, all over the world. Employees, students and volunteers who don't 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.

### General

The following rules and regulations govern the use of the school district's computer network system, employee access to the Internet, and management of computerized records:

- Employees will be issued a school district e-mail account. Passwords must be changed periodically.
- Each individual in whose name an access account is issued is responsible at all times for its proper use.
- Employees are expected to review their e-mail regularly throughout the day, and shall reply promptly to inquiries with information that the employee can reasonably be expected to provide.

- Communications with parents and/or students must be made on a school district computer, unless in the case of an emergency, and should be saved and the school district will archive the e-mail records according to procedures developed by the Technology Director
- Employees may access the Internet for education-related and/or work-related activities.
- Employees shall refrain from using computer resources for personal use, including access to social networking sites.
- Use of the school district computers and school e-mail address is a public record. Employees cannot have an expectation of privacy in the use of the school district's computers.
- Use of computer resources in ways that violate the acceptable use and conduct regulation, outlined below, will be subject to discipline, up to and including discharge.
- Use of the school district's computer network is a privilege, not a right. Inappropriate use may result in the suspension or revocation of that privilege.
- Off-site access to the school district computer network will be determined by the superintendent in conjunction with appropriate personnel.
- All network users are expected to abide by the generally accepted rules of network etiquette. This includes being polite and using only appropriate language. Abusive language, vulgarities and swear words are all inappropriate.
- Network users identifying a security problem on the school district's network must notify appropriate staff. Any network user identified as a security risk or having a history of violations of school district computer use guidelines may be denied access to the school district's network.

#### Prohibited Activity and Uses

The following is a list of prohibited activity for all employees concerning use of the school district's computer network. Any violation of these prohibitions may result in discipline, up to and including discharge, or other appropriate penalty, including suspension or revocation of a user's access to the network.

- Using the network for commercial activity, including advertising, or personal gain.
- Infringing on any copyrights or other intellectual property rights, including copying, installing, receiving, transmitting or making available any copyrighted software on the school district computer network. *See Policy 605.7, Use of Information Resources* for more information.
- Using the network to receive, transmit or make available to others obscene, offensive, or sexually explicit material
- Using the network to receive, transmit or make available to others messages that are racist, sexist, and abusive or harassing to others.
- Use of another's account or password.
- Attempting to read, delete, copy or modify the electronic mail (e-mail) of other system users.
- Forging or attempting to forge e-mail messages.
- Engaging in vandalism. Vandalism is defined as any malicious attempt to harm or destroy school district equipment or materials, data of another user of the school district's network or of any of the entities or other networks that are connected to the Internet. This includes, but is not limited to, creating and/or placing a computer virus on the network.

- Using the network to send anonymous messages or files.
- Revealing the personal address, telephone number or other personal information of oneself or another person.
- Intentionally disrupting network traffic or crashing the network and connected systems.
- Installing personal software or using personal disks on the school district's computers and/or network without the permission of the director of technology.
- Using the network in a fashion inconsistent with directions from teachers and other staff and generally accepted network etiquette.

### **Staff Reduction Procedures**

The Board of Education retains the sole and exclusive right to determine the number of staff members required to maintain its program, and the right to determine which program within the district shall be continued or added. In the event the Board of Education determines that there shall be a reduction or elimination of a number of staff members, the following procedures will be followed. The Board of Education retains the right to deviate from the following procedure if it is determined to be in the best interest of the district. Employees hired to replace an employee on a leave of absence may be reduced without reference to this article.

Layoffs will be made within the following categories: K-4, 5-8, and 9-12 (within individual curricular areas).

After the determination to reduce in a particular category, attrition within that category will be used when possible prior to layoffs, if the remaining employees in the category hold BOEE certifications, approvals, and/or endorsements required for the programs to be maintained.

In the event necessary reduction in staff within a designated category cannot be adequately accomplished by attrition, employees within the designated category with emergency or temporary certification will be laid off, unless said certification is required to maintain a specific program, such as Special Education, Title I Reading, etc.

If reduction in staff cannot be accomplished in accordance, the Board of Education will determine which employee is to be terminated according to the criteria of the district. Those criteria will include: length of teaching experience in the Shenandoah Community School District, employee(s) evaluation, breadth of certification endorsements, depth of educational preparation, and involvement of teacher(s) in co-curricular activities.

The notice of termination will be delivered to the employee by registered mail or given to the employee after the close of the employee's work day in accordance with the provisions of Chapter 279, Code of Iowa.

Laid off employees will be recalled to available positions for a period of one (1) year from the date of termination provided they make such a request in writing to the Superintendent within thirty (30) days from the time the laid off employees received notification of termination.

Eligible laid off employees within the categories set forth above will be recalled in the inverse order of lay-off to positions for which they are certified and qualified to teach within the

category laid off and based upon their teaching experience in the laid off category.

Any employee who has been laid off and recalled under the provisions of the above will be placed on the salary schedule at one (1) step above that of the contract year in which terminated providing he/she is not at the maximum in his/her educational lane and will have unused sick leave that had been accrued reinstated.

A recalled employee must notify the Superintendent within five (5) days of receipt and notice of recall desire and availability to return to work. Failure to comply with the above shall result in loss of eligibility of recall.

The school personnel office will be kept informed by the laid off person of the current address, telephone number, email address, and interest in recall.

### **Substance-Free Workplace Notice to Employees**

EMPLOYEES ARE HEREBY NOTIFIED it is a violation of the Substance-Free Workplace policy 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 as further defined by regulation at 21 C.F.R. 1300.11 through 1300.15 and Iowa Code Chapter 204.

"Workplace" is defined as the site for the performance of work done in the capacity as a employee. This includes school district facilities, other school premises or school district vehicles. Workplace also includes nonschool 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 violate the terms of the Substance-Free Workplace policy may be required to successfully participate in a substance abuse treatment program approved by the board. The superintendent retains the discretion to discipline an employee for violation of the Substance-Free Workplace policy. If the employee fails to successfully participate in such a program the employee is subject to discipline up to and including termination.

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.