

*Ballard Community  
School District*

Certified Employee Handbook



2019-2020

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## **FY20 Changes to Certified Handbook**

### **Extra Professional Services**

Part-time employees who are required to attend meetings and/or other school related activities, which are held during the normal school day and are scheduled outside their specified contract hours, shall be compensated at their per diem rate.

Teachers who substitute for absent employees (by actually teaching a class separate from their own regular assignments) shall be paid \$20 per class period for which they substitute, no more than once daily.

Principals maintain the right to assign teachers who are otherwise available to substitute multiple class periods in a day (ie. Teachers that are supervising student teachers, Guidance Counselors, etc.). Teachers assigned to substitute in multiple class periods can be compensated no more than \$20 daily.

### **Work Day (page 17)**

The workday for licensed employees will begin each day of the school year at a time established by the superintendent or the superintendent's designee beginning no later than 7:45A.M. and ending no earlier than 3:15 P.M. Licensed employees who are employed only during the academic year will have the same workday as other licensed employees. "Day" is defined as one workday regardless of full-time or part-time status of an employee.

Add Extra Duty Schedule

# INTRODUCTION

## Welcome Letter

Welcome to another great year at Ballard! Whether you are new to the District or entering your 30<sup>th</sup> year, we are excited you are joining us for the important work that lies ahead this year.

This handbook is intended as a resource for teachers, administrators, and the Board of Education. Please familiarize yourself with all aspects of this handbook. While it is true everything in this handbook won't apply to you every day, it is likely you will need to access the majority of this information at least once throughout the year. Should you encounter a situation that is not covered in your handbook, or you need additional information on a topic contained in the handbook, please first inquire to your principal. If they are unable to assist you, they will either direct you to the appropriate individual or find the answer themselves.

Please keep in mind, 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 are in 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.

Lastly, and most importantly, I want to thank you for the incredibly important work you do on behalf of our students. Every day you have an opportunity to change the direction in the life of a child. You are here because you can make a difference! On behalf of the community, Board of Education, and administrative team, I want to thank you for all you do and wish you the very best year ever. GO BOMBERS!

Ottie Maxey, Ballard Superintendent

## School District Mission Statement, Educational Goals and Expected Outcomes

### **Vision Statement:**

Ballard empowers all learners.

### **Mission Statement:**

The Ballard Community School District will educate the whole child, providing the essential knowledge and skills necessary to be a successful and responsible citizen in the 21st Century.

### **Student Outcomes:**

- Students will demonstrate success in literacy and communication, mathematics, science and social studies and will experience activities and the arts.
- Students will be creative thinkers who demonstrate the ability to research and use information and achieve goals both independently and in a group.
- Students will demonstrate respect for themselves and the diversity of others.
- Students will possess a strong work ethic and life skills that enable them to be adaptable, responsible, members of society
- Students will demonstrate success in the 21st Century Skills: financial literacy, health literacy, civic literacy, technology literacy, and employability.

## Equal Employment Opportunity

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 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 Equity Coordinator by writing to Betty Wawers, Ballard Community School District, 509 North Main Ave, Huxley, Iowa 50124; or by telephoning (515) 597-2811.

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 Commissions, Milwaukee Area Office, Reuss Federal Plaza, 310 West Wisconsin Ave., Suite 800, Milwaukee, WI., 53203-2292, (800) 669-4000 or TTY (800) 669-6820. <http://www.eeoc.gov/field/milwaukee/index.cfm> or the Iowa Civil Rights Commission, 400 E. 14th Street, Des Moines, Iowa, 50319-1004, (515) 281-4121 or 1-800-457-4416, <http://www.state.ia.us/government/crc/index.html>. 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 Ballard Administration Office and the administrative office in each attendance center.

## 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 [www.ballard.k12.ia.us](http://www.ballard.k12.ia.us). 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 Amber Jungst, 509 North Main Ave, Huxley, Iowa 50124; or by telephoning (515) 597-2811.

## **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.

## **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.

## COMPENSATION AND BENEFITS

### Compensation and 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 result in termination because by law the district cannot pay an employee who does not have a current license, authorization or certification. Specific information regarding an employee's license, authorization, or certification may be obtained from the Iowa Board of Educational Examiners (BOEE). The BOEE may be contacted by calling (515) 281-3245 or by visiting their website, located at [www.boee.iowa.gov/](http://www.boee.iowa.gov/).

#### Placements

New employees will be placed on the Salary Schedules as determined by the Employer, but not to exceed the employees' actual experience. However, all employees on Step 1 or Step 2 of Schedules 2 and 3 shall be paid at the amount of Step 3. Salary Schedules 2 and 3 are for 190 days of service.

The salary schedule does not include the additional professional day mandated and funded by Chapter 284, Teacher Performance, Compensation and Career Development Funds. Any additional days required by the legislature or department of education, including those required by chapter 284, shall be paid per diem or as directed by passed legislation.

#### Pay Periods

Each employee will be paid in twelve (12) equal installments on the 20th of each month, the first of which will be made on September 20, 2017.

Employees who are new to the teaching profession may at their option, elect to receive  $\frac{1}{2}$  (50%) of the first salary installment on the first Friday of September. The balance of the contracted salary shall be paid at the next scheduled pay day.

When a pay date falls on or during a school holiday or weekend, employees will receive their paychecks on the last previous work day. Summer checks, other than for summer school teachers, shall be mailed to the address designated by the employee.

Employees shall have the option, in extenuating circumstances and upon approval of the Employer, to receive all of their earned, contracted salary on the last pay period of the in-school work year.

### Extra Professional Services

Part-time employees who are required to attend meetings and/or other school related activities which are held during the normal school day and are scheduled outside their specified contract hours shall be compensated at their per diem rate.

Teacher who substitute for absent employees (by actually teaching a class separate from their own regular assignments) shall be paid \$20 per class period for which they substitute, no more than once daily.

Principals maintain the right to assign teachers who are otherwise available to substitute multiple class periods in a day (ie. Teachers that are supervising student teachers, Guidance Counselors, etc.). Teachers assigned to substitute in multiple class periods can be compensated no more than \$20 daily.

## Compensation for Extra Duty

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. All percentages figured on the BA level with a maximum of five (5) years brought into the system. Tenth (10th) step maximum on the Salary Schedule. Coaches are to be paid according to his/her experience, regardless of the sport to be coached.

### Head Coaching Positions

Football, Basketball and Wrestling	15%
Co-Head Football (Sum of step 10 head coach + step 10 assistant coach divided by 2)	
Softball, Baseball and Volleyball	13%
Track	11%
Golf, Tennis, Cross Country, and Soccer	9%
(Girls and Boys combination not to exceed 13%)	

### Assistant Coaching Positions

Football, Basketball and Wrestling	8%
Softball, Baseball and Volleyball	7%
Track	6%
Golf, Tennis, Cross Country and Soccer	4%
(If one person serves in two assistant positions in the same sport, the % is not to exceed the % of the head coach.)	

### Middle School Coaching Positions

All positions except Golf, Tennis, Cross Country and Soccer	6%
Golf, Tennis, Cross Country and Soccer	4%

### Cheerleading Sponsors

Competition Squad	7%
Varsity Football	3%
Assistant Football	2%
Winter Sponsor	2%
Middle School Football	2%
Middle School Wrestling	2%

### Other Supplemental Positions

Instrumental Music Director, Vocal Music Director	14%
Assistant Instrumental Music Director, Assistant Vocal Musical Director	7%
Head Drill Team Sponsor	8%
Assistant Drill Team Sponsor	6%
Speech and Drama Director (per production or program*)	7%
Assistant-Speech and Drama Director (per production or program*)	3%
*For example-a school play, school musical, large group speech and small group speech	
Club Sponsor	3%
FFA Sponsor	11%
Middle School Yearbook	3%
Class Sponsor	2%
Senior Class Sponsor	3%
Junior Class Sponsor	4%
Yearbook Sponsor	7%
School Newspaper	5%

Weight Training Program	9%
Home School Advisor (for 5 or fewer students; \$150 per student over 5)	6%
School-Career Coordinator	3%
7-12 ELP Advisor	5%
Media Production Coordinator	11%
Site Manager	\$3,583
Head Class Advisor	\$3,257
2 Extra Duty Assignments	Conferences Pass or \$40
Subsequent Extra Duty Assignments	\$20 per event
Teaching Staff Development	\$25 per hour
Extended Teaching of Students	\$23 per hour
Attending Staff Development	\$18 per hour

## Advancement on the Salary Schedule

Employees on the regular Salary Schedule shall be granted one (1) increment or vertical step on the schedule for each year of satisfactory service as determined by the Employer until the maximum for their educational lane is reached. An employee will be allowed to make only one (1) vertical step advancement on the Salary Schedule per contract year.

Before an employee may move horizontally across the schedule, a transcript of credits or other evidence acceptable to the Employer shall be presented as evidence to the Administration Office that the necessary hours have been earned. Said transcripts are to be filed no later than ten (10) days after the employee starts his/her employment for the current year, and the annual contract shall be adjusted accordingly.

In order to qualify for the BA+12 or BA+24 or BA+36 educational lane, the employee may earn graduate college hours in any area from an accredited college or university. In order to be placed in the MA educational lane AND advance beyond the MA educational lane, the Master's Degree and the hours earned after receiving the degree must be in the area of the employee's teaching assignment. The employee may seek a waiver of this provision if the Superintendent determines the Master's Degree and subsequent hours will directly and positively impact the employee's teaching, or enable the employee to serve the District in a different content area or educationally related position (ie. Counseling and Administration). Pre-approval of a Master's Degree program and any additional graduate courses must be obtained from the Superintendent prior to initiating coursework, beginning August 2015.

More than one (1) horizontal step advancement per contract year can be permitted upon approval of the Employer. An employee may advance both vertically and horizontally each year. An employee must be employed a minimum of eighteen (18) consecutive weeks during a regular school year in order to be granted a maximum of a year's credit on the Salary Schedule. It is recognized that the employee service year is covered in the applicable school calendar.

Pay for extended contract shall be paid on a per diem basis using the employee's base pay.

## Longevity Schedule

A longevity payment will be added to the salary of full-time employees on Schedule 2 (prorated for part-time employees on Schedule 2) who have been frozen on the highest step without a step advancement as shown below.

When an employee advances horizontally but cannot advance a vertical step as well (i.e. M.A. Step 19 to M.A.+12 Step 19), that employee will retain any longevity placement and payment the employee received the previous year, but will not advance on the longevity schedule until the year following the horizontal advancement.

**2019-2020 Longevity Schedule**

	BA+24	MA/BA+36	MA+12	MA+24	MA+36
Year 2 & 3 frozen on highest step	\$2,375.00	\$2,375.00	\$2,375.00	\$2,375.00	\$2,375.00
Year 4 & 5 frozen on highest step	\$2,850.00	\$2,850.00	\$2,850.00	\$2,850.00	\$2,850.00
Year 6 & thereafter frozen on highest step	\$2,850.00	\$3,425.00	\$3,475.00	\$3,525.00	\$3,525.00

**Group Insurance Benefits**

Eligible employees are those employees who work at least thirty (30) hours per week on a regular basis. Employees who work at least twenty (20) hours but fewer than thirty (30) hours per week may participate in the District’s plan by paying premiums themselves through payroll deductions, which may be done prior to the withholding of payroll taxes, at the option of the employee and in accordance with the District’s IRS Section 125 salary reduction plan. An employee must work at least twenty (20) hours per week on a regular basis to be eligible for the District’s life and long term disability insurance.

**Health Insurance/Stipend**

All employees hired to begin work on or after July 1, 2010, and all current employees on the Employer’s group health insurance plan as of April 1, 2010, shall participate in the Employer’s group health insurance plan. All employees who currently receive a salary stipend in lieu of insurance and who do not elect insurance for the current year shall receive \$400 per month as a salary stipend in the current year, but no other employee shall receive a salary stipend in lieu of insurance.

The Employer shall pay an amount equal to the single \$500 deductible preferred provider coverage for each eligible employee. The balance of any premiums due for employee + one or family coverage shall be paid by the employee.

Eligible employees shall also receive \$100 per month in a salary stipend. Eligible employees who are married to eligible employees may apply the Employer contributions for each plus their \$100 stipends towards the cost of a family plan.

**Dental Insurance**

Single Dental Insurance. The Employer will pay to the carrier the amount equal to the single coverage but not to exceed \$13.69 per month for a group deductible dental health insurance plan for each eligible employee. The carrier will be selected by the employer. The balance of the single premium will be paid by the participating employees.

Family Dental Insurance. Premiums for family dental insurance will be paid by the employee. An employee may elect to have the district pay the family premium and receive a salary reduced by the amount of such premium.

**Vision Insurance**

Vision Insurance is available if 10 employees elect to participate for a selected plan. Premiums for vision insurance will be paid by the employee.

### **Health and Dental Insurance While on Leave of Absence**

While on approved unpaid leave of absence, the entire insurance premium(s) is to be paid by the employee. If an employee is eligible for unpaid leave under the Family and Medical Leave Act, the District will continue its required contributions during the leave for a maximum of twelve (12) weeks; the employee will be required to reimburse the District if the employee does not return to work.

### **Life Insurance**

The Employer will provide \$20,000.00 term life insurance coverage for all employees who work 30 hours or more per week on a regular basis. The Employer will provide \$10,000.00 term life insurance coverage for all employees who work at least 20 but fewer than 30 hours per week on a regular basis.

### **Long Term Disability Insurance**

The Employer will provide eligible employees who work at least twenty (20) hours per week with long term disability insurance. The employee's benefit will not exceed 60% of his/her base salary with maximum salary coverage of \$7,500 per month. Benefits will not begin prior to ninety (90) calendar days of the disability date and will be based on the employee's salary in effect at the time the disability occurred.

## **Iowa Public Employees' Retirement System**

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

## **Employee Travel Compensation**

### **Inside the District**

Employees required to travel in their personal vehicle between school district buildings to carry out the duties of their position may be reimbursed at the State of Iowa mileage reimbursement rate. It is the responsibility of the superintendent (or the superintendent's designee) to approve travel within the school district by employees. It is the responsibility of the board to review the travel within the school district by the superintendent through the board's audit and approval process.

Employees who are allowed an in-school district travel allowance will have the amount of the allowance actually received during each calendar year included on the employee's W-2 form as taxable income according to the Internal Revenue Code.

The superintendent is responsible for developing administrative regulations regarding actual and necessary expenses, in-school district travel allowances and assignment of school district vehicles. The administrative regulations will include the appropriate forms to be filed for reimbursement to the employee from the school district and the procedures for obtaining approval for travel outside of and within the school district.

### **Outside the District**

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 approved by the superintendent or the superintendent's designee.

Reimbursement for actual and necessary expenses may be allowed for travel outside the school district if the employee received pre-approval for the travel. Prior to reimbursement of actual and necessary expenses, the employee must provide the school district with a detailed receipt, indicating the date, purpose and nature of the expense for each claim item. In exceptional circumstances, the superintendent may allow a claim without proper receipt. Written documentation explaining the exceptional circumstances is maintained as part of the school district's record of the claim.

Failure to have a detailed receipt will make the expense a personal expense. Personal expenses, including mileage, in excess of that required for the trip are reimbursed by the employee to the school district no later than 10 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.

Pre-approved expenses for transportation within three-hundred miles of the school district administrative office will be by automobile. If a school district vehicle is not available, the employee will be reimbursed at the State of Iowa mileage reimbursement rate.

\*\* No school employee shall be allowed to use his or her personal automobile on school business without prior approval of the principal. The employee must make a request each time the personal automobile is to be used. Each employee requesting to use his or her personal vehicle on school business shall have personal liability insurance.

## **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.

### **Employee Conflict of Interest**

Employees' use of their position with the school district for financial gain is considered a conflict of interest with their position as employees and may subject employees to disciplinary action.

Employees have access to information and a captive audience that could award the employee personal or financial gain. No employee may solicit other employees or students for personal or financial gain to the employee without the 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 such solicitations as a condition of continued employment.

Employees will not act as an agent or dealer for the sale of textbooks or other school supply companies doing business with 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 to 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.

It will also be a conflict of interest for an employee to engage in any outside employment or activity which is in conflict with the employee's official duties and responsibilities. In determining whether outside employment or activity of an employee creates a conflict of interest, situations in which an unacceptable conflict of interest is deemed to exist will include, but not be limited to, any of the following:

- (1) The outside employment or activity involves the use of the school district's time, facilities, equipment and supplies or the use of the school district's badge, uniform, business card or other evidences of office to give the employee or the employee's immediate family an advantage or pecuniary benefit that is not available to other similarly situated members or classes of members of the general public. For purposes of this section, a person is not "similarly situated" merely by being related to an employee who is employed by the school district.
- (2) The outside employment or activity involves the receipt of, promise of, or acceptance of more or other consideration by the employee or a member of the employee's immediate family from anyone other than the school district for the performance of any act that the employee would be required or expected to perform as part of the employee's regular duties or during the hours during which the employee performs service or work for the school district.
- (3) The outside employment or activity is subject to the official control, inspection, review, audit or enforcement authority of the employee during the performance of the employee's duties.

If the outside employment or activity is employment or activity in (1) or (2) above, the employee must cease the employment or activity. If the activity or employment falls under (3), then the employee must:

- Cease the outside employment or activity; or,
- Publicly disclose the existence of the conflict and refrain from taking any official action or performing any official duty that would detrimentally affect or create a benefit for the outside employment or activity. Official action or official duty includes, but is not limited to, participating in any vote, taking affirmative action to influence any vote, or providing any other official service or thing that is not available generally to members of the public in order to further the interests of the outside employment or activity.

When procurement is supported by Federal Child Nutrition funds, employees will not participate in the selection, award, or administration of a contract if there is a real or apparent conflict of interest in the contract. Contract, for purposes of this paragraph, includes a contract where the employee, employee's immediate family, partner, or a non-school district employer of these individuals is a party to the contract.

It is the responsibility of each employee to be aware of and take the necessary action to eliminate a potential conflict of interest should it arise.

## **Employee Orientation**

Employees must be made aware of their job duties and expectations of the District. The employee's immediate supervisor should provide the new employee with a review of the employee's responsibilities and duties. Mentors may be assigned to assist new employees.

Payroll procedures and employee benefit programs shall be explained to the new employees by the business office. The employees shall be responsible for timely completion of the necessary enrollment and authorization forms.

## **Employee Records**

The school 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 considered confidential records and therefore are not generally open to public inspection or accessibility. Only in certain limited instances, when the employee has given a signed consent, will employee personnel records be accessible to individuals other than the employee or authorized school officials.

All employees, including temporary employees, required to hold a certificate, license, statement of professional recognition, or authorization from the Iowa Board of Educational Examiners or a nursing license are required to have a certificate, license or statement valid for the position for which they have been employed on file in the business office prior to commencing duties. It shall be the financial responsibility of each employee to maintain current licensure or certification.

All licensed employees, including temporary employees, are required to have an official copy of their college transcripts on file in the business office prior to commencing duties. Employees earning additional credits shall file an official copy of their college transcripts in the business office.

Employees may have access to their personnel files, with the exception of letters of reference, and copy items from their personnel files at a time mutually agreed upon between the superintendent and the employee. The school district may charge a reasonable fee for each copy made. Employees, however, will not be allowed access to the employment references written on behalf of the employee. Board members will generally only have access to an employee's file when it is necessary because of an employee related matter before the board.

It is the responsibility of the superintendent to keep employees' personnel files current. The board secretary is the custodian of employee records.

It is the responsibility of the superintendent to develop administrative regulations for the implementation of this policy.

## **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 look into these items when needed. Anything on the school district's computers, server, website, etc. and in school district files, etc. are considered a public record and open to public inspection. If the school district conducts an examination or inspection under the terms of this policy, there will be at least two individuals present at the time of the examination or inspection. Should the school district get a request to see this information, at that time, a determination will be made whether the information can be withheld as confidential

information. The school district assumes no responsibility or liability for any items of personal property which are placed in the desk or work space which is assigned to employees.

## Employee Evaluation

Evaluation of licensed employees on their skills, abilities, and competence is an ongoing process supervised by the building principals and conducted by approved evaluators. The goal of the formal evaluation of licensed employees, other than administrators, but including extracurricular employees, is to improve the education program, to maintain licensed employees who meet or exceed the board's standards of performance, to clarify the licensed 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.

The formal evaluation criteria is in writing and approved by the board. The formal evaluation will provide an opportunity for the evaluator and the licensed employee to discuss performance and the future areas of growth. The formal evaluation is completed by the evaluator, signed by the licensed employee and filed in the licensed employee's personnel file. This policy supports, and does not preclude, the ongoing informal evaluation of the licensed employee's skills, abilities and competence.

Licensed employees will be required to:

- Demonstrate the ability to enhance academic performance and support for and implementation of the school district's student achievement goals.
- Demonstrate competency in content knowledge appropriate to the teaching position.
- Demonstrate competency in planning and preparation for instruction.
- Use strategies to deliver instruction that meets the multiple learning needs of students.
- Use a variety of methods to monitor student learning.
- Demonstrate competence in classroom management.
- Engage in professional growth.
- Fulfill professional responsibilities established by the school district.

It is the responsibility of the superintendent to ensure licensed employees are evaluated. New and probationary licensed employees are evaluated at least once each year.

### Evaluation Procedures

1. Notification. Within two weeks after the beginning of each school year, and prior to the formal evaluation, the Employer will present the formal evaluation instrument to the employees and will review the formal evaluation procedures with the employees.
2. Frequency. Employees teaching in their first and second years of an initial license will be formally observed a minimum of twice each school year and provided a written summative evaluation in each of their first two years of employment. Thereafter, employees will be provided a written summative evaluation a minimum of once every three years. Employees new to the District possessing a standard license will be formally observed a minimum of two times and provided a written summative evaluation in their first year of employment. Thereafter, employees will be observed and provided a written summative evaluation a minimum of once every three years. Coaches will be formally evaluated a minimum of once each school year during the first two years in the coaching position with the District. Thereafter, coaches will be formally evaluated a minimum of once every three years. The formal evaluation of coaches will be completed within four weeks after the last contest of the season. The employee or coach may request an additional formal evaluation each year.
3. Observations. Written formal summative evaluations shall be preceded by at least two formal classroom observations during the first two years of employment. Thereafter, written summative evaluations shall be preceded by at least one formal classroom observation (or conference if the employee is not assigned to classroom duties) if requested by the Employee or by the Employer.

Employees may be informally observed at various times during the year. Copies of any notes made during such informal observations, or as a result of such informal observations, will be made available to the employee within ten (10) school days of the informal observation. If the employee disagrees with notes made during, or as the result of, informal or formal observations, the employee may submit a written response within ten (10) school days of receipt.

4. Conference. The evaluator will hold a conference with the employee to review the formal summative evaluation. A copy of the completed formal summative evaluation will be presented to the employee at the time of the conference noting an overall rating that the employee either meets or does not meet District standards. The employee will be asked to sign the instrument. Such signature acknowledges the employee's awareness of the formal evaluation instrument but does not imply agreement with the contents. Summative evaluations and conferences shall be completed no later than ten school days before the end of the work year.

5. Intensive Assistance Plan. In the event the evaluator concludes that an employee's overall performance does not meet District standards, the evaluator shall prepare written suggestions for an Intensive Assistance Plan. A conference shall then be held between the evaluator and the employee to explain the suggested Intensive Assistance Plan.

6. Re-evaluation. No subsequent formal written summative evaluations will be prepared for at least thirty (30) calendar days after the initial written summative evaluation noting that the employee's overall performance does not meet District standards, unless the employee requests such a formal written evaluation and the Employer agrees. This does not preclude the evaluator from conducting formal and informal observations during the thirty days.

#### **Employee Response and Right to Grieve**

1. Response. If the employee disagrees with a written formal summative evaluation, the employee may submit a written response within ten (10) school days of the date of the conference. The response shall be included with the file copy of the formal evaluation instrument.

2. Right to Grieve. An employee who has successfully completed his/her probationary period as defined by Chapter 279.19 of the *Iowa Code*, who receives a formal written summative evaluation which concludes that the employee's overall performance does not meet District standards (as specifically stated on the evaluation) may file a grievance alleging that the evaluation is unjust in accordance with the grievance procedure. A coach who has completed three (3) continuous years of professional service in the coaching position with the District, who receives a formal written evaluation which concludes that the coach's overall performance does not meet District standards (as specifically stated on the evaluation) may file a grievance alleging that the evaluation is unjust in accordance with the grievance procedure.

#### **Personnel File Review**

1. Employees shall have the opportunity to review their personnel files, both at the building level and at the Administration Office, with the exception of confidential letters of recommendation. Copies may be made of any items in the employee's personnel file with the exception of confidential letters of recommendation. At the employee's request, a representative of the Association may accompany the employee when the employee reviews the file.

2. Any comments directed toward an employee which are to be placed in the employee's personnel file shall be called to the employee's attention prior to the time the comments are placed in the file.

### **Grievance Procedure**

The purpose of the grievance procedure is to secure, at the lowest possible level, solutions to grievances. A grievance shall mean a complaint that there has been a violation, misapplication or

misinterpretation of a provision of this Handbook. The grievant is the employee or the Association filing the grievance. The grievance form is found in the Appendix of the Handbook.

An employee or the Association covered by the Handbook shall present grievances in accordance with these procedures. The failure of an employee or the Association to present or appeal to a higher Step any grievance within the prescribed time limits will mean the grievance is terminated. The Employer's failure to give a decision within the time limits shall permit the grievant to proceed to the next Step.

All grievance meetings and hearings are to be held in private between the mentioned parties at each Step and are not open to the public.

The number of days indicated at each level for processing the grievance shall be considered as a maximum and every reasonable effort shall be made to expedite the process. The time limits may be extended by mutual agreement. If a grievance occurs at the end of the school year such that there is insufficient time to process the grievance before school ends, the time limits set forth in this procedure shall be reduced by mutual agreement so that the grievance procedure may be exhausted prior to the end of the school year or within a maximum of thirty (30) days thereafter.

#### Step 1. Informal

An attempt shall be made to resolve any grievance in informal verbal discussion between the grievant, either directly or with the Association's designated local representative and their Building Principal. Such grievance must be presented to the Building Principal within nine (9) school days from the time of the occurrence of the event giving rise to the grievance. The Building Principal will make a decision in six (6) school days and communicate the decision to the employee and the Association.

#### Step 2. Formal - Principal

If the grievance cannot be resolved informally, the grievant shall file the grievance in writing within six (6) school days after the Building Principal's answer using the agreed upon grievance form. The Building Principal shall meet with the grievant and make a decision on the grievance and communicate it in writing to the employee and the Association within six (6) school days after receipt of the written grievance.

#### Step 3. Formal – Superintendent

In the event a grievance has not been satisfactorily resolved at Step 2, the grievant shall file, within six (6) school days after receiving the Principal's written decision at Step 2, a copy of the grievance with the Superintendent. Within ten (10) school days after such written copy is filed, the grievant and Superintendent or in his absence, his designee shall meet. Within ten (10) school days of the Step 3 grievance meeting, an answer shall be filed and communicated in writing to the employee and the Ballard Education Association President.

A grievant may be accompanied at every Step of the grievance procedure by an Association representative if the employee so desires. In the event the grievant is accompanied by the Association representative, the Employer named at the Step involved may also decide to have another party present at the meeting.

## **Cooperation in Workplace Investigations**

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

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

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

## **Nepotism**

More than one family member or member of a household may be employed by the District. However, an attempt shall be made so that an employee does not immediately supervise a member of the employee's family or member of the employee's immediate household. If necessary, arrangements shall be made so that another employee evaluates and disciplines, if necessary, the employee working in a position normally supervised by a family member or member of the employee's household. For purposes of this policy, a family member shall include both birth or step relatives including: spouse, child, son-in-law, daughter-in-law, parent, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, grandparent, grandchild, aunt, uncle, aunt by marriage, uncle by marriage, grandparent by marriage, cousin, or member of the employee's immediate household.

## **Probationary Status**

The first three years of a new licensed employee's contract is a probationary period unless the employee has already successfully completed the probationary period in an Iowa school district. New employees who have successfully completed a probationary period in a previous Iowa school district will serve a two year probationary period. For purposes of this policy, an employee will have met the requirements for successfully completing a probationary period in another Iowa school district if, at the teacher's most recent performance evaluation, the teacher received at least a satisfactory or better evaluation and the individual has not engaged in conduct which would disqualify the teacher for a continuing contract.

Only the board, in its discretion, may waive the probationary period. The board may extend the probationary period for one additional year with the consent of the licensed employee. The board will make the decision to extend or waive a licensed employee's probationary status based upon the superintendent's recommendation. During this probationary period the board may terminate the licensed employee's contract at year-end or discharge the employee in concert with corresponding board policies.

Licensed employees may also serve a probationary period based upon their performance. Such probationary period is determined on a case-by-case basis in light of the circumstances surrounding the employee's performance as documented in the employee's evaluations and personnel file.

## **Public Complaints about an Employee**

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

The board firmly believes concerns should be resolved at the lowest organizational level by those individuals closest to the concern. Whenever a complaint or concern is brought to the attention of the board it will be referred to the administration to be resolved. Prior to board action however, the following should be completed:

- (a) Matters should first be addressed to the teacher or employee.
- (b) Unsettled matters from (a) above or problems and questions about individual attendance centers should be addressed to the employee's building principal for licensed employees and the superintendent for classified employees.
- (c) Unsettled matters regarding licensed employees from (b) above or problems and questions concerning the school district should be directed to the superintendent.
- (d) If a matter cannot be settled satisfactorily by the superintendent, it may then be brought to the board. To bring a concern regarding an employee, the individual may notify the board president in writing, who may bring it to the attention of the entire board, or the item may be placed on the board agenda of a regularly scheduled board meeting in accordance with the applicable board policy.

It is within the discretion of the board to address complaints from the members of the school district community, and the board will only do so if they are in writing, signed, and the complainant has complied with this policy.

## **Qualifications, Recruitment and Selections**

Persons interested in a position will have an opportunity to apply and qualify for positions in the school district in accordance with applicable laws and school district policies regarding equal employment.

Job applicants will be considered on the basis of the following:

- Nature of the occupation
- Training, experience, and skill
- Demonstrated ability to fulfill all aspects and essential duties of the position
- Possession of, or ability to obtain, state license if required for the position

All job openings shall be submitted to the Iowa Department of Education for posting on TeachIowa, 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 licensed employees after receiving a recommendation from the superintendent. The superintendent, however, will have the authority to employ a licensed employee on a temporary basis until a recommendation can be made and action can be taken by the board on the position.

The superintendent has the authority to hire classified employees including bus drivers, custodians, education associates, maintenance staff, clerical personnel and food service workers.

## **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. Confidential information about the employee will be released to an inquiring creditor with a written authorization from the employee.

It is the responsibility of the board secretary or superintendent (or designee) to respond to inquiries from creditors.

## Transfers

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

### Transfer Definitions

The movement of an employee to a different grade level, subject area or building shall be considered a transfer. When the Employer decides who will be selected to fill the vacancy, seniority in addition to other relevant factors will be considered.

### Notification of Vacancies

When a permanent vacancy occurs, a notice will be posted in the central administration office. The notice shall be posted at least five (5) calendar days before applications for the vacancy must be submitted. In addition, administration will send email notification through the school e-mail system of vacancies.

### Assignments

As soon as possible, and no later than the last week of school, each employee shall be notified of the expected class and or subject assignment and room assignment(s) for the forthcoming year.

### Voluntary Transfer

Employees who desire to volunteer for transfer from one building, grade or subject matter to another may file a written statement of such desire with the Superintendent. Such statement shall include the grade and/or subject and building to which the employee wishes to transfer. Such statement shall expire when the vacancy is filled.

An employee who desires a voluntary transfer may be required to participate in the interview process. Upon denial of a request to transfer, the employee shall be presented with administrative reasons in writing for the denial at the employee's request.

### Involuntary Transfer

An involuntary transfer will be made only when the Employer determines it necessary and the Employer has reviewed all voluntary requests that are submitted and pertinent. An involuntary transfer shall be made only after a meeting between the employee involved, the Association Representative if requested, and the Superintendent at which time the employee shall be given written reason(s) for the transfer if requested by the employee. Notice of involuntary transfer will be given no later than June 5, except in cases where a resignation is submitted after August 1, and except in cases of an employee's death after August 1.

## EMPLOYEE WORK TIME

### Holidays

The employees service year is 190 days—This includes 180 student days, five paid holidays (Labor Day, Thanksgiving Day, Christmas Day, New Years Day, and Memorial Day), and five additional days in the form of professional development or other district approved activities.

As long as the Ballard employees work additional time for conferences, that time will count toward days worked. (i.e. if conferences comprise 4 nights of additional work, 2 of the 5 additional days will have been fulfilled)

## Work Day

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

The work day for licensed employees will begin each day of the school year at a time established by the superintendent or the superintendent's designee beginning no later 7:45A.M. and ending no earlier than 3:15P.M.. Licensed employees who are employed only during the academic year will have the same work day as other licensed employees. "Day" is defined as one work day regardless of full-time or part-time status of an employee.

Licensed employees are to be in their assigned school building during the work day. Advance approval to be absent from the school building must be obtained from the principal whenever the licensed employees must leave the school building during the work day.

The building principal is authorized to make changes in the work day in order to facilitate the education program. These changes are reported to the superintendent.

The work day outlined in this policy is a minimum work day. Nothing in this policy prohibits licensed employees from working additional hours outside the work day.

## DISTRICT PROCEDURES AND GUIDELINES

### Business Office Procedures

All employees shall refer to the Business Office Procedures Manual for details regarding purchasing, payroll, receipt of gifts or grants, and record keeping requirements. For more information on Business Office procedures, please contact Jeff Boeding, Director of Business Services.

### Child Labor

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

#### Expected Behavior

All employees shall perform their assigned duties cooperatively and competently and in accordance with District policies, rules, regulations and directives. All employees are also expected to obey the laws, to adhere to professional ethics, and to abstain from behavior which adversely affects their job performance.

#### Sanctions

The superintendent of schools, or the superintendent's designee, may impose the following disciplinary sanctions for breach of expected behavior or for other good cause: verbal warnings, written warnings, disciplinary probation, and disciplinary suspensions not to exceed five (5) work days (with or without pay). The nature and duration of the disciplinary sanction shall depend upon the seriousness of the offense, extenuating or exacerbating circumstances, and the employee's prior work record. The sanctions listed in this policy are not intended to provide a rank ordering of sanctions, and probation or suspension may be imposed without first imposing a warning, or an employee may be discharged without first applying any of these sanctions.

#### Procedures

Prior to giving a warning or prior to imposing a disciplinary probation or suspension, the employee shall be orally told of the charges and given a summary of the evidence supporting the charges. The employee shall be given an opportunity to respond to the charges; no delay need be given between notice of the charges and the chance to respond. Written notice of the terms of the disciplinary action shall be given to the employee, other than for oral warnings. If the employee believes that the disciplinary sanction is unwarranted, the employee may file a complaint utilizing the procedures of Policy 402.05. At any step of the complaint procedure, the person(s) hearing the complaint may impose a less severe or more severe disciplinary sanction.

### **Suspensions Pending Action**

An employee may be suspended pending an investigation into charges against an employee or pending the commencement of discharge proceedings. This shall not be deemed a disciplinary suspension and shall not be covered by the procedures set forth in this policy.

### **Discharge**

The Board of Directors may terminate the contract of a licensed employee in accordance with applicable provisions of Chapter 279 of the Code of Iowa. The Board of Directors may terminate the employment of an individual who holds a coaching contract but not a teaching contract with the District or who is authorized but not licensed to coach for any reason at any time. The Board of Directors will be notified of this action at the time of termination

## **Employee Recognition**

The district recognizes and appreciates the services of its employees. Employees who retire or resign may be honored by the board, administration and staff in an appropriate manner. If the form of honor deemed appropriate by the administration and employees involves unusual 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.

## **Professional Development**

The board encourages licensed employees to attend and participate in professional development activities to maintain, develop, and extend their skills. The board will maintain and support an in-service program for licensed employees.

Requests for attendance or participation in a development program, other than those development programs sponsored by the school district, is made to the building principal. Approval of the building principal 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.

The building principal will have sole discretion to allow or disallow licensed employees to attend or participate in the requested event. When making this determination, the superintendent will consider the value of the program for the licensed employee and the school district, the effect of the licensed employee's absence on the education program and school district operations and the school district's financial situation as well as other factors deemed relevant in the judgment of the building principal. Requests that involve unusual expenses or overnight travel must also be approved by the superintendent.

### **Professional Development Committee**

The Superintendent or Superintendent's Designee will establish a teacher quality professional development committee made up of a cross section of grade level and building representation in addition to Employer representatives. This committee will make recommendations and suggestions to

the Superintendent or Superintendent's Designee for his/her consideration prior to his/her final decision making.

## Religious Holiday Celebrations in Public Schools

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

### Prohibited Activities:

- Displays of religious symbols such as a crèche, an angel, a menorah, or a banner with a religious message (e.g., "Gloria in Excelsis Deo")
- Display of a Christmas tree with religious symbols such as stars, angels, the baby Jesus, etc.
- School-wide prayer or Scripture readings
- A musical concert with exclusively religious music
- Banning students from offering candy canes or other items with a religious message during Noninstructional-time (before or after school or during a recess) and not done in the classroom. Schools may still prohibit distribution within classrooms.
- Holding a "Christmas Party" in the classroom. (A "holiday" or "end of semester" or "end of 2014" party is would be ok.)

### Permissible Activities:

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

## School Fees

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

## School Nutrition Program

The district operates a school nutrition program. Employees may purchase meals and other items, including milk, with cash or on account. Employees may not purchase using their school account unless sufficient funds are available in the account at the time of purchase.

## **School Publicity and Community Relations**

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

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

## **Staff Meetings**

Staff meetings provide an opportunity for the communication of important school district information to be shared between administration and employees.

Employees are expected to attend staff meetings unless they are on leave or excused by an administrator. Additional information detailing staff meeting procedures shall be provided by the building principal.

## **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.

### **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 responsible 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 may incur discipline, up to and including termination.

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

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

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

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

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

## **EMPLOYEE STANDARDS OF CONDUCT**

### **Dress and Grooming**

Employees are expected to dress in a professional and appropriate manner. Questions about appropriate attire should be addressed to the building principal.

### **Employee Political Activity**

Employees shall not engage in political activities upon District property or during a student activity. Activities prohibited include, but are not limited to, posting of political signs, circulars or petitions, the distribution of political circulars or petitions, the collection of and/or solicitation for campaign funds, solicitations for campaign workers, the use of students or equipment for writing, drawing or addressing political materials, using District telephones for solicitations or to poll or to urge a particular vote, using reproduction or computer equipment, wearing political buttons, and the distribution of such materials to or by students.

### **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.

### **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 disciplinary action.

### **Gifts to Employees**

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. Additional information regarding employee can be found in board policy 402.04.

## Insubordination

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

## Relationships with Co-Workers

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

## Staff Technology Use/Social Networking

All of the District's automated systems, including electronic mail, voice mail, Internet access and electronic storage systems, are District property and are not confidential. **The District has the right to access, review, copy, modify, and delete any information transmitted through or stored in the system, including e-mail messages.** Files containing personal information or business of an employee are treated no differently than the District's files, and the employee has no expectation of privacy in such materials.

### COMPUTERS OWNED BY THE DISTRICT

Whether being used in the District or in another location:

- Only authorized employees, authorized students, or persons authorized by the administration may use the computer as use by others puts District assets and records in jeopardy. You are not to allow unauthorized persons access to District computer equipment, whether by allowing use of the computer or by viewing the contents of the computer.
- Only software approved by the District shall be loaded on the computer.
- Passwords need to be kept in a discrete location.

### E-MAIL USAGE POLICY

Use of e-mail to engage in any communication in violation of District policies including transmission of defamatory, obscene, profane, offensive, or harassing messages, or messages that disclose personal information without authorization, is strictly prohibited. Use caution in addressing messages to ensure that new messages are not inadvertently sent to the wrong party. This is critical because of the sensitive nature of the documents we often may be asked to e-mail. Always double check that the address you are using is correct and current. E-mail and other electronic communications systems can be useful tools, permitting rapid and efficient communication with a large audience. This same strength can be a weakness, as a hastily written note may be subject to misinterpretation in the future, when the context is not so clear. This is particularly true when your message is subject to being forwarded, rerouted, or saved by others. For this reason, when sending electronic messages, you should keep the following test in mind: "Would I be concerned if I had to read this message out loud, under oath, as a witness in a courtroom proceeding?" If that possibility does not unduly concern you, then your message is probably acceptable. Use of another user's name/account to access e-mail or the Internet is strictly prohibited.

### INTERNET USAGE

Internet resources may be used only for purposes that effectively support the District's goals and

objectives or for the non-business purposes that are approved by the administration. The District has the ability and reserves the right to review records of use of the World Wide Web.

The District will not be responsible for maintaining or payment of personal Internet accounts. You must respect all copyright and license agreements regarding software or publications they access from the Internet. The District will not condone violations of copyright laws and licenses, and you will be personally liable for any fines or sanctions caused by any license or copyright infringement.

#### **INAPPROPRIATE USES OF INTERNET AND/OR E-MAIL**

The District strictly prohibits the following inappropriate uses of the Internet (including e-mail):

- Disclosure of confidential or sensitive data known or entrusted to the District to any unauthorized individuals.
- Misuse of copyrighted material or other copyright violations.
- Communicating in ways that disparage the products or services of other companies.
- Communicating information that could be perceived as an official District position or endorsement without proper approval.
- Using confrontational or improper language or making statements that are defamatory.
- Creating, storing, viewing, or transmitting defamatory, pornographic, obscene, profane, illegal or otherwise offensive material.
- Participating in any activity that could be interpreted as harassment.
- Misrepresenting an individual's identity or the source of communications or data.
- Attempting to break into any other Internet server.
- Accessing confidential information on computer resources without authorization.
- Promoting political or religious positions.
- Participating or engaging in activities that violate the law, or any District policies or standards.
- Operating a personal business or using the Internet as provided by the District for personal gain.
- Exporting or importing of any governmentally controlled technical data or software (such as software encryption) to or from unauthorized locations or persons, without appropriate licenses or permits.

**Employees' E-mail/Internet access may be monitored without prior notice.** Users violating any portion of these rules may receive a written warning or other discipline, including immediate termination, depending upon the seriousness of the violation.

Employees shall not post confidential or proprietary information, including photographic images, about the school district, its employees, students, agents or others on any external web site without consent of the superintendent. The employee shall adhere to all applicable privacy and confidentiality policies adopted by the school district when on external websites. Employees shall not use the school district logos, images, iconography, etc. on external websites. Employees shall not use school district time or property on external sites that are not in direct-relation to the employee's job.

Employees, students and volunteers need to realize that the internet is not a closed system and anything posted on an external site may be viewed by others, all over the world. Employees, students and volunteers who do not want school administrators to know their personal information should refrain from exposing it on the internet. Employees who would like to start a social media site for school district sanctioned activities should contact the superintendent or superintendent's designee for approval. Once approved by the superintendent or superintendent's designee, the employee must work with the building principal in establishing and maintaining the site.

#### **NOTICE TO EMPLOYEES:**

To the fullest extent permitted by state and federal law, the Employer will consider all information concerning an applicant or an employee in making hiring, firing and other employment-related

decisions. The term “all information” includes information of any kind (verbal, written, photographic, videographic, etc.) that is accessible in any medium (print, electronic, etc.) from any source. The Employer will consider public information and other information to which it has lawful access. This may include information that is contained in social networking sites, blogs, and other electronic sites, such as YouTube. It is your obligation to communicate this information to the Employer. Information that is relevant to the Employer’s decisions will be considered regardless of the date on which the Employer obtains the information and regardless of the date on which the information was first published, created or made accessible to the Employer.

## **Theft**

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

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

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

# **STUDENT AND CLASSROOM ISSUES**

## **Abuse of Students by a School District Employee**

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

Physical or sexual abuse of students, including inappropriate and intentional sexual behavior, by employees will not be tolerated. The definition of employees for the purpose of this policy includes not only those who work for pay but also those who are volunteers of the school district under the direction and control of the school district. Employees found in violation of this policy will be subject to disciplinary action up to and including discharge.

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

The school district has appointed a Level I investigator and alternate Level I investigator. The school district has also arranged for a trained, experienced professional to serve as the Level II investigator. The Level I investigator and alternate will be provided training in the conducting of an investigation at the expense of the school district. The names of the investigators are listed in the student handbook published annually in the local newspaper and posted in all school facilities.

The superintendent is responsible for drafting administrative regulations to implement this policy.

## Child Abuse Reporting

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. All licensed school employees, teachers, coaches and paraeducators are mandatory reporters as provided by law and are to report alleged incidents of child abuse they become aware of within the scope of their professional duties.

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

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

## Corporal Punishment, Restraint and Detaining Students

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

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

## Field Trips

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

## Individuals with Disabilities Education Act

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 [www.idea.ed.gov/](http://www.idea.ed.gov/). 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 disciplinary action up to and including termination. For additional information regarding the applicable standard in the Iowa Board of Educational Examiners Code of Professional Conduct and Ethics, please visit the Board of Educational Examiners website located at [www.boee.iowa.gov/doc/ethHndot.pdf](http://www.boee.iowa.gov/doc/ethHndot.pdf).

## Student Funds and Fundraising

Student fundraising for school activities may occur upon approval of the building principal 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.

## 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 Amber Jungst, District Administrative Assistant/Registrar, if you have a question on 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 disciplinary action, up to and including termination, and expose the employee to personal liability for violation of Iowa's privacy law.

## Transporting of Students by Employees

Generally, transportation of students is in a motor vehicle owned by the school district and driven by a school bus driver. Students may be transported in private vehicles for school purposes. It is within the discretion of the superintendent or superintendent designee to determine when this is appropriate.

Individuals transporting students for school purposes in private vehicles must have the permission of the superintendent or superintendent designee and meet all applicable requirements set by the district.

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 Jeff Boeding, Director of Business Services 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 or superintendent designee

## **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 or superintendent designee.

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 or superintendent designee

Tutoring for a fee may not take place within school facilities or during regular school hours unless approved by the superintendent.

## **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.

### **Prohibition of Harassment and Bullying of Students**

#### **Nondiscrimination**

No student in the Ballard Community School District shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination in District programs on the basis of race, color, creed, sex, religion, marital status, ethnic background, national origin, disability, sexual orientation, gender identity, or socio-economic background. The policy of the District shall be to provide educational programs and opportunities for students as needed on the basis of individual needs, interests, abilities and potential.

#### **Harassment and Bullying Prohibited**

The District is committed to providing all students a safe and civil educational environment in which all are treated with dignity and respect. The District is also committed to promoting understanding and appreciation of the cultural diversity of our society. The District shall educate students about our cultural diversity and shall promote tolerance of individual differences.

Harassment and bullying of students is against the policy of the State of Iowa as well as of the Ballard Community School District. The District shall promote procedures and practices to reduce and eliminate harassment and bullying. The District prohibits harassment and bullying of students by other students, by employees, and by volunteers while in school, on school property, and at any school function or school sponsored activity. This includes harassment or bullying based on the student's actual or perceived trait or characteristic, including the student's actual or perceived race, color, creed, sex, age, religion, marital or familial status, ethnic background, national origin, ancestry, physical or mental ability

or disability, sexual orientation, gender identity, physical attribute, political party preference, political belief, or socioeconomic background. Acts of harassment or bullying may be treated as grounds for discipline. Discipline may include suspension or expulsion of a student, termination of an employee's contract, and/or exclusion of a volunteer from District activities or premises.

Definition. Any electronic (such as emails or instant messages), written, verbal or physical act or conduct toward a student that is based on an actual or perceived trait or characteristic that creates or could reasonably be expected to create an objectively hostile school environment is prohibited. An objectively hostile school environment is created if the act or conduct

- places the student in reasonable fear of harm to the student's person or property; or
- has a substantially detrimental effect on the student's physical or mental health; or
- has the effect of substantially interfering with the student's academic performance; or
- has the effect of substantially interfering with the student's ability to participate in or benefit from District services, activities, or privileges.

Examples of prohibited behavior may include, but are not limited to the following:

- unwelcome touching;
- inappropriate or demeaning remarks, jokes, stories, activities, symbols, signs or posters;
- implied or explicit threats concerning grades, awards, property or opportunities;
- requiring, explicitly or implicitly, that a student submit to harassment or bullying as a term or condition of the student's participation in any educational program or activity.

### **Sexual Harassment**

It is the policy of the Ballard Community School District to maintain a learning environment that is free from sexual harassment. All employees, visitors and students must avoid any action or conduct which could reasonably be perceived as sexual harassment. It shall be a violation of this policy for any person to harass a student through conduct or communications of a sexual nature as defined in this policy.

Definition. Sexual harassment shall consist of unwelcome sexual advances, requests for sexual acts or favors, and other verbal or physical conduct of a sexual nature when:

- Submission to such conduct is made either explicitly or implicitly a term or condition of the student's educational opportunities or benefits; or
- Submission to or rejection of such conduct by a student is used as the basis for educational decisions affecting that student; or
- Such conduct has the purpose or effect of substantially interfering with a student's education by creating an intimidating, hostile, or offensive educational environment.

Sexual harassment may include, but is not limited to the following:

- requests or pressure for sexual activity;
- unwelcome touching;
- other verbal or physical conduct of a sexual nature, such as inappropriate jokes, symbols, signs or posters of a sexual nature;
- repeated remarks to or about a person with sexual or demeaning implications.

Note: any sexual overtures made by a staff member to a student, whether welcomed or unwelcomed, shall be grounds for discipline, including discharge of the staff member.

### **Complaint Procedures**

Any person alleging a violation of this policy may file a complaint using the Student Complaint Procedure of Policy 529. Employees who are aware of improper discrimination, harassment or bullying shall file a written complaint or shall report the conduct to a principal or to the compliance officer. The

complainant may bypass any step of the complaint procedure where the person to whom the complaint is to be lodged is the alleged perpetrator. The complainant may file the initial complaint with the compliance officer. Policy 530 shall govern the investigation of alleged cases of physical or sexual abuse, including sexual harassment, of students by staff members.

The complainant may be required to complete a written complaint form and to turn over copies of evidence of discrimination, harassment or bullying including, but not limited to, letters, emails, tapes, signs, and pictures. The investigator shall promptly commence an investigation and proceed to completion. Both the complainant and the alleged perpetrator will be given an opportunity to give a statement. District employees, students and volunteers shall fully and fairly cooperate in the investigation.

A written investigative report shall be completed, and a summary of the report, including a finding that the complaint was founded, unfounded, or inconclusive will be forwarded to the complainant, to the parent or guardian, and to the alleged perpetrator. The investigator will consider the totality of the circumstances presented in determining whether the conduct objectively constitutes discrimination or harassment.

#### **Grievance Procedure – Disability**

The District has also established a grievance procedure to handle complaints of discrimination based on disability and to handle concerns regarding accommodations of disabled students. A parent, guardian, or student may utilize such grievance procedures.

#### **Compliance Officer**

The Superintendent shall be designated as the District's compliance officer to insure that students are treated in accordance with District policy prohibiting discrimination, harassment and bullying. In the event the Superintendent is the alleged perpetrator, the 504/ADA Coordinator shall serve as compliance officer. For claims of discrimination involving disability, the 504/ADA Coordinator shall serve as compliance officer. In the event the 504/ADA Coordinator is the alleged perpetrator, the Superintendent shall be the alternate compliance officer.

#### **Confidentiality**

The right to confidentiality, both of the complainant and of the accused, will be respected consistent with the District's legal obligations, and with the necessity to investigate allegations of misconduct and to take corrective action when this conduct has occurred.

#### **No Retaliation**

No person shall retaliate against a student or other person because the student or other person has filed a discrimination or harassment complaint, assisted or participated in an investigation, or has opposed language or conduct that violates this policy, as long as the participation or action was done in good faith. Persons who engage in retaliation or who knowingly file false complaints or give false statements in an investigation shall be subject to discipline up to and including suspension, expulsion, exclusion or termination of employment.

#### **Corrective Actions**

The District will take action to halt any improper discrimination, harassment or bullying and will take other appropriate corrective actions, including disciplinary measures which may include discharge, suspension, expulsion, or exclusion of a perpetrator to remedy all violations of this policy.

### **Notification**

Notice of this policy shall be communicated to staff, students, and parents of the District and to the District community. It shall be included in handbooks and shall be published in such other manner as the compliance officer shall determine.

### **Training**

The District shall educate staff, parents and students about harassment and bullying, effective methods of prevention, and what to do in the event of such actions. The District shall participate in assessments of the effectiveness of this policy and education programs and shall make reports as required.

### **Other Agencies**

Students and their parents may also contact the Iowa Civil Rights Commission and the Office of Civil Rights of the United States Department of Education for assistance.

## **Bloodborne Pathogens**

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. This plan is reviewed annually by the superintendent and school nurse.

The health risk to immunodepressed employees is determined by their personal physician. The health risk to others in the school district environment from the presence of an employee with a communicable disease is determined on a case-by-case basis by the employee's personal physician, a physician chosen by the school district or public health officials.

Health data of an employee is confidential and it will not be disclosed to third parties. Employee medical records are kept in a file separate from their personal file.

It is the responsibility of the superintendent, in conjunction with the school nurse, to develop administrative regulations stating the procedures for dealing with employees with a communicable disease.

## **Employee Injury on the Job**

When 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 employees as quickly as possible. The school district is not responsible for medical treatment of an injured employee.

It is the responsibility of the employee injured on the job to inform the superintendent 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. It is the responsibility of the board secretary to file worker's comp claims.

## **Employee Physical Examination**

Ballard Community School District believes good health is important to job performance. Employees shall present evidence of good health, in the form of a post-offer, pre-employment physical examination report.

The cost of the initial examination will be paid by the employee. The form indicating the employee is able to perform the duties, with or without reasonable accommodation, for which the employee was hired, must be returned prior to the performance of duties. The school district will provide the standard examination form to be completed by the personal physician of the employee.

Employees whose physical or mental health, in the judgment of the administration, may be in doubt will 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.

## **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**

The board expects the school district and its employees to remain substance free. No employee will unlawfully manufacture, distribute, dispense, possess, use, or be under the influence of, in the workplace, any narcotic drug, hallucinogenic drug, amphetamine, barbituate, marijuana or any other controlled substance or alcoholic beverage as defined by federal or state law. "Workplace" includes school district facilities, school district premises or school district vehicle, 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.

If an employee is convicted of a violation of any criminal drug offense committed in the workplace, the employee will notify the employee's supervisor of the conviction within five days of the conviction.

The superintendent will make the determination whether to require the employee to undergo substance abuse treatment or to discipline the employee. An employee who violates the terms of this policy may be subject to discipline up to and including termination. If the employee fails to successfully participate in a program, the employee may be subject to discipline up to and including termination.

The superintendent is responsible for publication and dissemination of this policy to each employee. In addition, the superintendent will oversee the establishment of a substance-free awareness program to educate employees about the dangers of substance abuse and notify them of available substance abuse treatment programs.

It is the responsibility of the superintendent to develop administrative regulations to implement this policy.

## **SAFETY AND SECURITY**

### **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.

### **Drills and Evacuations**

Periodically the school holds emergency drills. Teachers must notify students of the procedures to follow in the event of a drill. Emergency procedures and proper exit areas must be posted in all rooms. When drills are staged, every staff member and student must follow proper procedures.

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

When the superintendent decides the weather threatens the safety of students and employees, he/she will notify the all staff via Infinite Campus text message and email. To ensure proper notification employees should update their Infinite Campus accounts at the beginning of each academic year or when changes occur. In addition, local television stations will be notified to post on television and websites.

### **Staff Identification Badges**

An identification badge shall be issued to each employee. Badges shall be worn when the employee is on duty. If an employee comes to work without the permanent badge, a temporary badge may be obtained from **the building secretary**. The loss of a permanent badge shall be immediately reported to **the district office** who will issue a replacement badge at a cost to the employee of **\$5.00**. Badges remain the property of the district and shall be returned to **the building principal** at the time of resignation, retirement or termination.

### **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 disciplinary action if the threat impacts the orderly and efficient operation of the school. Employees engaging in threatening behavior will face disciplinary consequences up to and including termination.

### **Visitors/Guests**

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

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

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

It is the responsibility of employees to report inappropriate conduct. It is the responsibility of the principals to take the action necessary to cease the inappropriate conduct. If the principals are not available, contact the district office to address the inappropriate conduct.

## **Weapons**

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

Employees are prohibited from bringing weapons and other dangerous objects on school grounds. Weapons under the control of law enforcement officials or other individuals specifically authorized by the board are exempt in accordance with law and board policy. For more information, visit the Iowa Department of Education Legal Lesson on Firearms on School Grounds at <https://www.educateiowa.gov/resources/laws-and-regulations/legal-lessons/firearms-school-grounds-january-2013-school-leader>.

## **TERMINATION OF EMPLOYMENT**

### **Contract Release – Licensed Employees**

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

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

The superintendent is required to file a complaint with the Iowa Board of Educational Examiners against a licensed employee who leaves without proper release from the board.

## Resignation – Licensed Employees at Year End

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

The board may require an individual who has resigned from an extracurricular contract to accept the resigned position for only the subsequent school year when the board has made a good faith effort to find a replacement and the licensed employee is continuing to be employed by the school district.

## Seniority

Seniority means an employee's length of continuous service with the Employer, regardless of full-time or part-time status. An employee shall lose seniority and the employment relationship shall be broken and terminated as follows:

1. An accepted employee resignation, unless said employee is rehired and returns at the beginning of the immediately subsequent service year.
2. If non-renewal of the teaching contract is a result of staff reduction, seniority will be frozen at the time of reduction, and shall again continue to accumulate when the employee returns to work.
3. Employee retires.

A seniority list of regular unit employees and their seniority date will be provided to the Association no later than October 1 of each contract year.

1. Employees shall acquire seniority from the date the employee commences work in the Ballard School and shall be placed on the seniority list by month and year.
2. In the event B-1 fails to establish seniority, then seniority will be determined by total experience in teaching.
3. In the event B-2 fails to establish seniority, then seniority will be determined by the employee's education lane placement on the salary schedule. Such determination will include any additional graduate credit hours earned beyond such lane placement in accordance with Salary Schedule Advancement, paragraph 4.

While away from work on an extended approved leave of absence a continuous period of twelve (12) weeks or more, seniority will be frozen and will not continue to accumulate. When the employee returns to work, seniority will again continue to accumulate.

## Reduction in Force

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.

### Coverage

Coverage includes all employees under this Handbook.

### Definitions

For purposes of this Article, the term "Attrition" shall have the following meaning: A reduction in the number of employees due to retirement, resignation or death.

## **Notification**

When a position is to be eliminated, the Employer will provide notice (either hand-delivered or by certified mail) to the employee(s) designated by the Employer to be affected by staff reduction. The notice will be delivered by the date specified in the *Code of Iowa* as the final date for giving notice of a recommendation to terminate an individual's continuing contract. A copy of the employee notice will be provided to the Association.

## **Areas of Staff Reduction**

Staff reduction will be accomplished within the following classifications. Employees will annually receive notice indicating the employee's seniority and classification(s). The Association will annually receive a listing of staff members indicating their seniority and classification(s). Classification assignments are made by the Employer based on teaching assignment.

- Early Childhood Special Education
- K-6 Regular Classroom Teacher
- K-6 Special Education
- K-6 Title I
- K-12 Art
- K-12 ELP
- K-12 Guidance Counselor
- K-12 Media
- K-12 Music
- K-12 Nurse
- K-12 Physical Education
- K-12 Technology
- 6-12 Business
- 6-12 CTE
- 6-12 Drivers Education
- 6-12 English/Speech/Reading
- 6-12 Foreign Language
- 6-12 Mathematics
- 6-12 Science
- 6-12 Social Studies
- 6-12 Special Education
- 6-12 Student Support Services
- 9-12 At-Risk

## **Procedure**

In the event the Employer determines a reduction in staff is necessary, the Employer shall reduce employees using the following sequential order within the respective classification.

Sequential Order:

First: Attrition

Second: Teachers with the least seniority

In the event an employee would be reduced under this procedure and that employee has more seniority than an employee in another classification, the less senior employee shall be reduced and the more senior employee transferred, unless the less senior employee is needed to maintain an academic program, and provided the senior employee has proper certification and approvals for the new assignment.

The application of procedures one through two shall not require the Employer to reduce an employee if the reduction of that employee would result in the elimination of an academic program.

## **Recall Provisions**

1. Employees who are reduced under this Article or who resign for reduction reasons shall be eligible for recall to available positions of lesser or equal full-time equivalency within the classification the employee held at the time of termination for a period of two (2) years from the effective date of termination. However, if the employee held a position in the District of greater full-time equivalency in that classification at any time during his/her employment with the District, the employee shall be eligible for recall to available positions for the greater equivalency in the classification the employee held at the time of termination for a period of two (2) years from the effective date of termination. If an employee is recalled to a position with less full-time equivalency than he/she held at the time of termination, the employee retains recall rights for a two-year period to positions of equal full-time equivalency.
  2. The employee shall keep the Board Secretary informed of his or her current address and phone number, and shall inform the Superintendent if he or she is interested in being recalled to the District once each semester.
  3. Notice of recall to available positions shall be sent by certified mail, with return receipt. An employee who is recalled prior to June 1 for the following year shall personally contact the Superintendent or his designee within ten (10) calendar days after the recall notice is delivered. An employee who is recalled on or after June 1 for the following school year shall personally contact the Superintendent or his designee within five (5) calendar days after the recall notice is delivered. Failure to report within such time limits shall result in loss of recall rights. A copy of the notice will be provided to the Association.
  4. An employee who is recalled for a position after having been reduced under provisions of Paragraph E shall be placed on the salary schedule one step above that of the contract year in which said employee was reduced. If the employee is at the maximum in his or her training lane, he or she shall be reinstated at that level, with all accrued benefits.
- This Article shall not apply to employees hired to replace an employee on leave of absence or to employees hired after the start of a school year to fill newly-created positions. Such employees shall have no rights to recall.

## **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 licensed 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 licensed employee's contract for the next school year.

Employees who retire under this policy may qualify for retirement benefits through the Iowa Public Employees Retirement System. Employees and their spouse and dependents who have group insurance coverage through the school district may be allowed to continue coverage in the school district's group health insurance program at their own expense by meeting the requirements of the insurer.

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# Grievance Form

## Grievance Step 2

### To be completed by the aggrieved employee

Filing Date: \_\_\_\_\_ Building: \_\_\_\_\_ Violation Date: \_\_\_\_\_

Name of Aggrieved Person: \_\_\_\_\_

Section of Agreement Violated: \_\_\_\_\_

Statement of Grievance:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Adjustment Desired:  
\_\_\_\_\_  
\_\_\_\_\_

Aggrieved Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### To be completed by the employer

Employer's Answer:  
\_\_\_\_\_  
\_\_\_\_\_

Building Principal Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## Grievance Step 3

### To be completed by the aggrieved employee

Concurrence with Building Principal's answer? Yes \_\_\_\_\_ No \_\_\_\_\_

Action Taken:  
\_\_\_\_\_  
\_\_\_\_\_

Aggrieved Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### To be completed by the employer

Employer's Answer:  
\_\_\_\_\_  
\_\_\_\_\_

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

Acknowledgement of Receipt

I acknowledge that I have received or can access a copy of the **Ballard Community School District's** Employee Handbook available at [www.ballard.k12.ia.us](http://www.ballard.k12.ia.us). I understand the employee handbook contains important information about the district and my role, responsibilities, and duties as an employee. I acknowledge I am expected to be familiar with the contents. I also understand that I should consult **the building principal** with any questions I have about the contents of the employee handbook or any questions that I feel were not addressed.

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

---

Employee's Signature

Date

---

Employee's Name (Printed)

**TO BE PLACED IN EMPLOYEE'S PERSONNEL FILE – COPY PROVIDED TO EMPLOYEE**