Sioux City Community Schools
believe... achieve... succeed

2021-22
Employee Handbook

Board Approved 4/12/2021
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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 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.

Non-discrimination Statement

The Sioux City Community School District offers career and technical programs in the following areas: Business & Marketing, Family & Consumer Science, Health Science, and Industrial Arts, Technology, & PLTW.

The Sioux City Community School District is an equal opportunity/affirmative action employer and does not discriminate on the basis of race, creed, color, sex, sexual orientation, gender identity, genetic information (for employment), national origin, religion, age (for employment), disability, socioeconomic status (for programs), marital status (for programs), or veteran status (for employment) in its educational programs and its employment practices. The District is required by Title IX and 34 CFR Part 106 not to discriminate on the basis of sex in its programs, activities, or employment.

Inquiries or grievances under Section 504 and Title II of the Americans with Disabilities Act may be directed to Dr. Dora Jung, Director of Student Services & Equity Education/Title IX Coordinator at 627 4th Street, Sioux City, IA 51101, (712) 279-6075, jungd@live.siouxcityschools.com. Inquiries about the application of Title IX and its regulations to the District may be referred to the Title IX Coordinator, the Assistant Secretary of the U.S. Department of Education, or both. Please see District Board policies 103 and 504.4 for additional information on available grievance procedures.
Welcome Letter

Dear Sioux City Community School District Employee,

On behalf of the Board of Directors and your colleagues, I welcome you to the Sioux City Community School District Team. I wish you a great deal of success as you join us in challenging students to believe…achieve…succeed.

We believe that each employee contributes directly to the success of our students, and we hope you take pride in being a member of our team. We work diligently to foster a positive climate in each of our buildings and in all of our activities, and this climate is an important part of working in our school district. We expect you to strive to maintain respectful and professional relationships with parents, students and all those who rely on us to create this positive impact for our students.

This handbook was developed to describe some of the expectations of our employees and to outline some of our policies and programs. Your building principal or our Human Resource professionals can answer any questions you may have about the handbook.

We hope that your experience working here will be challenging, enjoyable and rewarding.

Sincerely,

Dr. Paul R. Gausman
Superintendent of Schools
SCHOOL DISTRICT MISSION STATEMENT

Believe...Achieve...Succeed

The Sioux City Community School District exists to educate students to believe in their talents and skills, achieve academic excellence, and succeed in reaching their potential.

EDUCATION PHILOSOPHY

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.siouxcityschools.org/board-policies/. Employees are expected to know existing Board policies and refer to the policies when necessary.

If you have questions about Board policies, please contact the Board Secretary by phone at 712-279-6643.

Climate

Building and District climate is an important aspect of providing a positive workplace and educational experience for our students. All employees are expected to assist in the development of a positive climate at all times. This includes maintaining open and respectful communication with other employees. Employees should avoid negative and hurtful gossip, and/or endorsing disparaging comments about the District or its employees.

The District acknowledges that its employees have the right under the First Amendment as private citizens to speak out on matters of public concern. However, the District has the right to regulate the speech of employees in specific circumstances. Accordingly, it is essential that employees conduct themselves in such a way that their communications, both personal and/or educational, does not adversely affect their position with the District.

Embracing our Diversity

Our commitment is to celebrate our diversity and utilize our cultural, social, and community resources, while embracing changes to enhance student learning.

Equal Opportunity Employment

The District will provide equal opportunity to employees and applicants for employment in accordance with applicable equal opportunity and affirmative action laws, directives and regulations of federal, state and local governing bodies. The District does not discriminate on the basis of race, color, national origin, gender, disability, religion, creed, age, sexual orientation and gender identity in its employment and personnel practices. Opportunity to all employees and applicants for employment includes hiring, placement, promotion, transfer or demotion,
recruitment, advertising or solicitation for employment, treatment during employment, rates of pay
or other forms of compensation, and layoff or termination. The 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 Director of Student Services and
Equity Education will collaborate with the Human Resources department to draft 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 Director of Student Services &
Equity Education by writing to the Dr. Dora Jung, Director of Student Services & Equity
Education, Sioux City Community School District at 627 4th Street, Sioux City, IA
51101, by email at jungd@live.siouxcityschools.com, or by phone at 712-279-6075.

Inquiries by employees or applicants for employment regarding compliance with equal
employment opportunity and affirmative action laws and policies, including but not limited to
complaints of discrimination, may also be directed in writing to the Equal Employment Opportunity
Commission, Milwaukee Area Office, Reuss Federal Plaza, 310 West Wisconsin Ave., Suite 800,
Milwaukee, WI., 53203-2292, 1-800-669-4000 or TTY 1-800-669-6820,
www.eeoc.gov/field/milwaukee/index.cfm or the Iowa Civil Rights Commission, 400 E. 14th
Street, Des Moines, IA 50319, (800) 457-4416, 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.

Copies of the procedures for filing a complaint are available in the District’s administrative office
in each location and for more information, see 103-e Form and Board Policy 103 – Discrimination
and harassment on the Basis of Race, Creed, Color, Sex, Sexual Orientation, Gender-Identity,
National Origin, Religion, Age (for employment), Disability, Socio-Economic Status, Marital
Status, or Veteran Status.

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 with Board approval. Any changes during the
school year will be documented in the School Board minutes.

For more information, see Board Policy 401 – Employee Handbook.
Leading in a Changing World

Our vision is to develop citizens who are prepared to succeed in a changing world. We must learn from our history and positively embrace the challenges of the future.

Parent Involvement and Community Confidence

Our responsibility is held within our stakeholders: our students; parents/guardians; educators and community as a whole. We must encourage participation, empower our educators and openly celebrate our teaching opportunities and successes.

For more information, see Board Policy 100.01 – Educational Philosophy.

Preparing Students for Success

Our purpose is to effectively utilize community resources to provide students the maximum opportunity for life success. We are committed to the development of each student’s individual skill sets to enhance knowledge, optimize potential, and build character through personal accountability.

Standards, Expectations and Achievement

Our goal is to challenge our students, empower our staff and visibly communicate our progress. Our achievements are the result of high standards, clear expectations and timely benchmarks.
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, and likely will, result in termination because by law the District cannot pay an employee who does not have a current license, authorization or certification. Employees in these positions must provide a copy of their certificate or license to the Human Resources Department.

Specific information regarding a teacher, coach, or administrator 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.

Employee Assistance Program

Employees on the District’s health plan or life insurance plan shall have access to the Employee Assistance Program (EAP). The EAP provides free confidential counseling, and assistance with referrals and follow-up. For more information, life insurance beneficiary members may contact the EAP for assistance toll-free at 866-451-5465, or health plan members may contact 888-887-4114.

Group Insurance Benefits

Employees who work 20 hours per week are eligible for group insurance and health benefits. Documents detailing the plan design and enrollment period will be provided to all eligible employees.

New employees to the District shall be covered by elected insurance on the first day of the month following their start date. Coverage will continue until the last day of the month in which the employee ends employment or until August 31 for employees ending employment after the full school year for ten (10) month employee groups.

The District will provide access to the following insurance benefits:

- Major Medical Insurance (dependent insurance available)
- Dental Insurance (dependent insurance available)
- Vision Insurance (dependent insurance available)
- Life Insurance
- Long Term Disability Insurance
- Flexible Spending Account Plan
- Iowa Public Employees Retirement System (IPERS)
- Workers’ Compensation
- Unemployment Compensation
- 403b Plan

All group insurance certificates and general benefit information is now provided to all employees on the District website www.siouxcityschools.org. This information can be found under Departments>Human Resources>Insurance.
The selection of the insurance carriers and the administration of insurance programs shall be the responsibility of the Board, with guidance from the District Insurance Committee. This responsibility shall not include payment or processing of claims other than exerting the District’s best efforts to assure timely payment of claims. The responsibilities for administration of the insurance program are those of the insurance carrier.

In the event that an employee is absent due to a recognized medical leave of absence, the employee’s elected medical, dental and vision coverage may continue up to a maximum of two years. In all cases, this will be limited to approval by the insurance carrier. The Board would continue to pay the District’s share of the premiums for a maximum of one year. The employee would be responsible for payment of insurance premiums for the second year.

To the extent permitted by the insurance carriers involved and for a period of time fixed in accordance with COBRA regulations, employees on non-paid leave of absence for a period of one (1) month or longer shall have the option to continue any or all of the above insurance programs, except long-term disability insurance and life insurance, by paying premiums themselves.

**Continuation of Health Insurance Coverage**

If you resign or your employment is otherwise terminated, or if your work hours are reduced, and consequently you or your dependents are no longer eligible to participate in the group health insurance plan offered by the District, you and your eligible dependents may have the right to continue to participate for up to 18 months at your (or your dependents’) expense. The 18-month continuation coverage period provided in the event of your termination or reduction in working hours may be extended to 36 months for your spouse and dependent children, if, within that 18-month period, you die or become divorced or legally separated, or if a child ceases to have dependent status. In addition, if you enroll for Medicare during the 18-month period, your spouse and dependent children may be entitled to extend their continuation period to 36 months, starting on the date that you become eligible for Medicare.

If you are determined to be disabled under the Social Security Act at the time of your termination or reduction in hours, you may be entitled to continuation coverage for up to 29 months.

Your eligible dependents may extend coverage, at their expense, for up to 36 months in our group health insurance plans in the event of your death, divorce, legal separation, or enrollment for Medicare benefits, or when a child ceases to be eligible for coverage as a dependent under the terms of the plan. If you or your eligible dependents elect to continue in the group health insurance plan, you will be charged the applicable premium. Failure to make timely payments may result in termination of coverage.

If this election for continuation coverage is made, you and your dependents may have the option to convert this coverage to an individual policy with our insurance carriers at the end of the continuation period.

The District will contact you concerning these options at the time termination occurs or your work hours are reduced. The District will contact your qualified beneficiaries in the event of your death or enrollment for Medicare benefits. However, in the event that you become divorced or legally separated, or one of your dependents ceases to be eligible for coverage under our group health insurance plan, you and/or your dependent is responsible for contacting the district to discuss continuation/conversion rights. You and your qualified beneficiaries are also responsible for notifying the district within 60 days of qualifying for social security disability benefits.
Health Savings Account

The District will provide employees, who are on the District’s High Deductible Medical Plan, a pre-tax payroll deduction for health savings accounts with a District approved vendor. The employee must fill out a Health Savings Account (HSA) Contribution Form, and return it to the Payroll Department.

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/index.html.

Mailing Checks

Employees, who have not set up direct deposit for their payroll checks, upon authorization will have their paycheck mailed to them at their last known address. Checks will be sent out in the U.S. Postal Mail the day prior to the pay date.

Travel Compensation

The District shall establish and periodically review the mileage rate it will use to reimburse employees for approved transportation costs. Please contact the Finance Department for the current mileage rate.

For more information, see Board Policy 431.05 and AR431.05 – Employee Travel, Transportation, and Expense Reimbursement.

Vacation Payout after Separation

If an employee terminates during the fiscal year, all unused, current fiscal year vacation time will be prorated based on time worked during the year. This payout will be paid at the rate of pay applicable at the time of termination of employment.

Wages Overpayment

If, due to a mistake or any other reason, the employee receives overpayment of their wages, the employee shall repay the overpayment to the District. If the employee fails to repay the overpayment, then without limiting any remedies available to the District, the District may deduct the amount of the overpayment from the employee’s future checks upon notification to the employee.

Knowingly receiving and failing to report an overpayment may result in discipline, up to and including termination.
EMPLOYEE RELATIONS

Americans with Disability Act (ADA)

To ensure equal employment opportunities to qualified individuals with a disability, Sioux City Community School District will make reasonable accommodations for the known disability of an otherwise qualified individual, unless undue hardship on the operation of the District would result.

Employees who may require a reasonable accommodation should contact the Human Resources Department.

Background Checks

Employees and volunteers 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 District or another agency.

Confidentiality

All employees are to be professional at all times and maintain all information in a confidential manner. Employees should not discuss student/parent concerns or needs in any setting without all members present having a need to know under FERPA guidelines. Confidentiality regarding students must be maintained and respected. Confidential information regarding students, families, and other employees may not be shared with anyone else except for legitimate educational reasons.

The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) is a Federal law that protects the privacy of student education records. The law applies to all schools that receive funds under an applicable program of the U.S. Department of Education.


Early Dismissal

Early dismissal of classes should occur only with permission from the Superintendent of schools. In case of an early dismissal, bus students will be supervised by staff until busses arrive.

Employee Orientation

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

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

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

Employees may have access to their personnel files, and copy items from their personnel files at a time mutually agreed upon between Human Resources and the employee. The District may charge a reasonable fee for each copy made.

Employee Searches

Employees should have no expectation of privacy in their classrooms, desks, computers or other school district provided space or equipment. The District may look into these items as warranted. Anything on the District’s computers, server, website, etc. and in District files, etc. is District property and subject to inspection at any time. If the 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 District get a public request to see this information, at that time, a determination will be made whether the information can be withheld as confidential information. The 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.

GINA

The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers and other entities covered by GINA Title II from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by this law. To comply with this law, we are asking that you not provide any genetic information when responding to requests for medical information. ‘Genetic information,’ as defined by GINA, includes an individual's family medical history, the results of an individual or an individual's family member's genetic test, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.
Handbook Complaints

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

This section addresses complaints to the employee handbook. Other employee complaint procedures should be in accordance with the District’s Board policy.

Step One

Within five (5) days after the alleged misinterpretation or misapplication of the handbook, an employee with a complaint shall privately discuss the complaint with their immediate supervisor and attempt to find a resolution. The immediate supervisor will respond within ten (10) days.

Step Two

If the complaint is not resolved at Step One, the employee alleging the complaint may submit a formal complaint with the immediate supervisor. The formal complaint must be submitted to the immediate supervisor within ten (10) days after the receipt of the immediate supervisor’s Level One response.

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

The immediate supervisor will provide a written answer to the formal complaint within ten (10) days.

Step Three

If the complaint is not resolved at Step Two, the employee alleging the complaint shall submit the formal complaint to the Superintendent within five (5) days. The Superintendent will provide a written answer to the formal complaint within five (5) days. The Superintendent’s decision will be final.

Mandatory 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.
Mandatory Reporting of Post-Employment Arrests and Convictions

If an employee is convicted of a crime (misdemeanor or felony) or is charged with child abuse, dependent adult abuse, or domestic abuse, the employee must notify the Office of Human Resources of the disposition of the charges pending against them, including deferred judgment and deferred sentence, within five (5) business days of the date of the disposition of the charges. Deferred judgments and deferred sentences are considered convictions under the terms of this policy.

For more information, see Board Policy 403.8 – Notification of Conviction or Abuse Charges.

Nepotism

The District may employ more than one family member. Assignment of members of one family to the same building shall be avoided, if possible.

For more information, see Board Policy 401.34 - Nepotism.

Probationary Status

The first three years of a newly licensed employee’s contract is a probationary period unless the employee has already successfully completed the three-year probationary period in an Iowa school district. Newly licensed employees who have successfully completed a probationary period in a previous Iowa school district will serve a one-year probationary period.

The probationary period for non-licensed employees is two years unless otherwise stated in an employee contract, letter of assignment or applicable collective bargaining agreement.

Release of Credit Information

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

School Calendar

Employees can present their views and requests regarding the District calendar to the Director of Human Resources. A public hearing is held prior to the adoption of the calendar. The calendar is located on the District website under “Parents” in the toolbar.

For more information, see Board Policy 691.1 – School Calendar.
DISTRICT PROCEDURES AND GUIDELINES

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.”

For more information, see Board Policy 603.11 and AR603.11 – Copyright Compliance.

Discipline

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

The District uses progressive discipline procedures to prevent undesirable employee behavioral issues. In most cases, the District will follow the steps below. However, the District may combine or skip steps depending on the facts of each situation and the nature of the offense. Bargaining employees can ask for union representation.

Step One – Verbal Warning

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

Step Two – Letter of Reprimand

If the issue in Step One is not corrected, the employee and the immediate supervisor shall meet to review the existing behavioral issue and any additional incidents. The immediate supervisor shall outline the consequences for failing to meet conduct expectations to the employee.

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

Step Three – Letter of Suspension

If the issue in Step Two is not corrected, the employee and the immediate supervisor shall meet to review the existing behavioral issue and any additional incidents. The immediate supervisor will notify the Human Resources Director, who will then notify the Superintendent. The Superintendent has the authority to approve a suspension.

The immediate supervisor shall document the Step Three meeting and give a copy of the documentation to the employee. The original copy shall be placed in the employee’s personnel file. The employee will serve a suspension as determined by the Superintendent.
Step Four – Recommendation for Termination of Employment

If the issue in Step Three is not corrected, the employee may be subject to the termination procedures as outlined in Iowa Code and in Board policy. The immediate supervisor will discuss the appropriate action with the Human Resources Director and the Superintendent. The Superintendent has the authority to recommend the termination of an employee to the Board.

Pursuant to Iowa Code Section 22.7(11)(a), certain information relating to individuals employed by a public school district contained in personnel records shall be public records, including the fact that the individual resigned in lieu of termination, was discharged, or was demoted as the result of a disciplinary action, and the documented reasons and rationale for the disciplinary action.

For more information, see Iowa Code 22.7, Board Policy 403.3 – Termination/Discharge of At-Will Employees, and 403.6 – Discipline, Suspension and Discharge of Teachers, Administrators and Other Employees.

Money Collections by Employees

All funds become property of the Sioux City Community School District as soon as they are received.

Money collected must be turned in daily to the bookkeeper/secretary in the school office. The bookkeeper/secretary is responsible for depositing money collected intact into the District’s bank account. Money should be deposited in a timely manner to avoid having cash in buildings overnight.

The building bookkeeper will count the cash and checks in the presence of the person remitting the funds and issue a receipt for the funds collected. Checks must be stamped immediately with a restricted endorsement stamp (for deposit only). If for some reason the funds collected cannot be deposited immediately, the funds must be placed in a secure location such as a safe. Money collected should not be co-mingled with petty cash or change funds. Sufficient remittance advice or other information about the deposit should be obtained so that the building bookkeeper can appropriately code the deposit into the accounting system.

Professional Development

High quality teaching is imperative for student success, and professional development plays a key role in this success. Employees are expected to attend all professional development opportunities and staff meetings provided by the District during contract hours, unless they are on leave or have been excused by their supervisor.

Requests for attendance or participation in a development program are made to their supervisor. A licensed employee in accordance with AR431.05 must obtain approval of their supervisor prior to attendance.

For more information, see Board Policy 404.5 – Professional Development, Board Policy 431.05, and AR431.05 – Employee Travel, Transportation, and Expense Reimbursement.
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 District. It is the responsibility of the Director of Communications to respond to inquiries from the news media about the District, and to coordinate coverage with the Board President and Superintendent.

For more information, see Board Policy 1001.2 – News Media Relations.

Staff Meetings

Staff meetings provide an opportunity for the communication of important 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.
CONDUCT IN THE WORKPLACE

Discrimination, Bullying, Harassment, and Hazing

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

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

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

Filing a Complaint
A Complainant who wishes to avail himself/herself of this procedure may do so by filing a complaint with the Superintendent or Superintendent’s designee. Complaints shall be filed within 15 days of the event giving rise to the complaint or from the date the Complainant could reasonably become aware of such occurrence. The Complainant will state the nature of the complaint and the remedy requested. The Complainant shall receive assistance as needed.
All complaints will be fully investigated and when necessary the District will take prompt and appropriate remedial action reasonably calculated to end any discrimination, bullying, harassment, and/or hazing. Steps shall be taken by the District to keep all investigations, reports and decisions confidential. There will be no retaliation against or adverse treatment of, any individual who, in good faith, submits a report or provides assistance to the District during the investigation of any report.

A. Level One – Director of Human Resources, Building Principal*
Complaints should be submitted within fifteen (15) days of the event which is the subject of the complaint, or as soon thereafter as is reasonably possible. Students and their parents/legal custodians and employees assigned to a specific school building, should make an appointment with the building principal. Applicants for employment and employees who are not assigned to a specific school building should make an appointment with the Director of Human Resources. Every effort will be made to resolve the complaint informally at this level. The Director of Human Resources or building principal shall provide a written response within five (5) working days after the initial report. This level is optional and may be bypassed if the complainant wishes to file a formal complaint by following the procedure in Level Two.

B. Level Two – Director of Student Services and Equity Education*
In the event the complainant is not satisfied with the decision made at Level One, the complainant may formalize the complaint in writing on a Form for Complaint of Discrimination (103E), which may be obtained from the Equity Office or on the District website and student handbook. The form must be submitted to the Director of Student Services and Equity Education within five (5) working days after receipt of the response at Level One, or as soon thereafter as reasonably possible. The complainant may request that a meeting concerning the complaint be held with the Director of Student Services and Equity Education. A parent, guardian or other counsel may accompany a minor student. The Director of Student Services and Equity Education will investigate the complaint and attempt to resolve it. Within ten (10) working days after receipt of the complaint, a written Level Two Investigation of Compliance Violation Report from the Director of Student Services and Equity Education regarding findings and action taken will be sent to the complainant, other involved parties, as well as the Superintendent. If the complainant chooses to bypass Level One and proceed to Level Two, the written complaint must be received within fifteen (15) working days from the time the incident occurred, or as soon thereafter as reasonably possible.

C. Level Three – Superintendent*
In the event the complainant is not satisfied with the decision made at Level Two, the complainant may submit a written appeal to the Superintendent within five (5) working days after receipt of the Level Two Investigation of Compliance Violation Report. Either the complainant or the Superintendent may request a meeting with the other to discuss the appeal. Within five (5) working days after receipt of the complainant’s written appeal, or within five (5) working days after meeting with the complainant, the Superintendent will send a decision in writing to the complainant and other involved parties.

D. Level Four – Board of Directors*
In the event the complainant is not satisfied with the decision made at Level Three, the complainant may submit a written appeal to the Board of Directors within ten (10) working days after receipt of the Level Three decision. The complainant may request a meeting with the Board of Directors. Within twenty (20) days after receipt of the
written appeal, the Board of Directors shall determine what action should be taken to resolve the complaint. The decision of the Board of Directors shall be final and a written copy of the decision will be delivered to the complainant within five (5) working days after the decision is made.

*This is applicable to all levels:

At no point should a complainant be required to make or submit a complaint to the individual they are alleging engaged in discriminatory, bullying, harassing, or hazing conduct. In the event that the above process would require the complainant to do so, the complainant should make their complaint directly to the Director of Student Services and Equity Education, Educational Equity Office, Educational Service Center, Sioux City Community Schools, 627 4th Street, Sioux City, IA 51101, (712) 279-6075. If the complaint involves the Director of Student Services and Equity Education, the complaint may be made to any District administrator located in the Educational Service Center.

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

**Investigation**
The District will promptly and reasonably investigate allegations of discrimination, bullying, harassment, and/or hazing. The principal, Director of Human Resources or the Director of Student Services and Equity Education (hereinafter “Investigator”) will be responsible for handling all complaints alleging discrimination, bullying, harassment, and/or hazing. The Investigator shall consider the totality of circumstances presented in determining whether conduct objectively constitutes discrimination, bullying, harassment, and/or hazing. The Superintendent or the Superintendent’s designee shall also be responsible for developing procedures regarding this policy.

**Decision**
If after an investigation a school employee is found to be in violation of this policy, the employee shall be disciplined by appropriate measures, which may include termination.

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

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

For more information, see Board Policy 103; AR103a; AR103b; AR103c – Discrimination and Harassment on the Basis of Race, Creed, Color, Sex, Sexual Orientation, Gender-Identity, Genetic Information (for employment), National Origin, Religion, Age (for employment), Disability, Socioeconomic Status (for programs), Marital Status (for programs), or Veteran Status (for employment); Board Policy 403.5; AR403.5 – Workplace Bullying; Board Policy 504.4; and AR504.4 – Anti-Bullying/Harassment/Hazing.
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. Failure to follow this guideline will result in disciplinary action, up to and including termination.

Mobile devices for personal use is limited to scheduled break time. The District will not be liable for the loss of personal mobile devices brought into the workplace.

For more information, see Board Policy 181.11 - Electronic Equipment and Services Usage, Board Policy 481.12, and AR481.12 – Staff Access to Networked Information Resources.

Fraud/Unlawful Gain

After due process, any deliberate deception which secures an employee unfair or unlawful gain will be grounds for discipline and may be turned over to law enforcement. As required by the Iowa Board of Educational Examiners (BOEE), the District will also file a complaint with the BOEE as a violation of the employee’s Code of Ethics.

Neglect of Duties

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

Offensive or Abusive Language

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

Use of District Property

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 District property only to be used for conducting District business.

Employees are responsible for all District property, materials, or written information issued to them or in their possession or control. Employees must return all District property immediately upon request or upon termination of employment. The District will take all action deemed necessary to recover or protect its property.

Abuse or misuse of District or non-District owned property is to be reported immediately to your supervisor. 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

Appropriate Attire

All staff members are expected to maintain a high standard of dress and personal appearance. The District expects its employees to dress professionally and appropriately for their position including using the appropriate footwear. Safety is an important consideration in an employee’s dress. Employees should wear appropriate footwear to prevent slips and falls.

Attendance and Absences

Employees should be in their related work area according to the times set by their Master Contract, or as directed by their supervisor. To maintain a safe and productive work environment, employees must be reliable and punctual in reporting for work. Absenteeism and tardiness place a burden on other employees and on our ability to meet the educational needs of our students. In the rare instances when employees cannot avoid being late to work, or cannot work as scheduled, they should notify their principal or supervisor as soon as possible. Usually, this should be in advance of the anticipated tardiness or absence.

Some employees may also be required to contact an automated substitute finder system to ensure proper coverage of their position when they must be absent. Employees will be notified if this applies to them.

Employee Conduct during District Events

District employees will not be allowed to substantially interfere with or materially disrupt the enjoyment of the participating students, or other spectators, or the performance of other District employees, agents or officials supervising the school-sponsored or school-approved activity.

For more information, see Board Policy 1027 – Public Conduct on School Premises.

Employee Conflict of Interest

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

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.

For more information, see Board Policy 401.1 – Employee Conflict of Interest.

Ethics – Board of Educational Examiners

District employees are expected to perform their jobs in an ethical and honest manner consistent with Board policy and the Iowa Board of Educational Examiners (BOEE) rules. Any actions deemed unethical or dishonest will incur appropriate discipline. Licensed staff members are expected to know and understand the Code of Professional Conduct and Ethics of the BOEE. The BOEE’s Code of Professional Conduct and Ethics constitutes mandatory minimum standards.
of practice for all licensed employees. While classified employees, except coaches, are not subject to the BOEE Code of Ethics, it is good guidance for all employees and recommended reading for classified employees as well. For a copy of the ethics code, please visit www.boee.iowa.gov/doc/ethHndot.pdf.

For more information, see Board Policy 400 – Code of Professional Conduct and Ethics Regulation.

**Failure to Complete Reports**

In order to have the 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**

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 District unless the employee was on his or her own time, the donor does not meet the definition of “restricted donor” or the gift or honorarium does not meet the definition of gift or honorarium.

**Insubordination**

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

**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.

**Relationships with Co-Workers**

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

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

For more information, see Board Policy 481.12 and AR481.12 – Staff Access to Networked Information Resources.

Social Media Guidelines

The District recognizes the growing importance of social media as a means of communications, including its use for personal and educational purposes, and acknowledges that its employees have the right under the First Amendment as private citizens to speak out on matters of public concern. The District encourages the appropriate use of social media as a means to communicate, whether as an individual or as a school or related program if such use would be helpful in reaching out to the District's various constituencies.

However, the District has the right to regulate the speech of employees in specific circumstances. Accordingly, it is essential that employees conduct themselves in such a way that their personal and/or educational use of social media does not adversely affect their position with the District. The purpose of these guidelines is to establish protocols for the use of social media by employees and to outline expectations for its use. Social media includes websites such as Facebook, Twitter, Tumblr, or other social media and applications.

1. **Expectations for all use of social media (personal and educational)**
   - Employees’ online behavior should reflect the same standards of honesty, respect and consideration they are expected to adhere to in their face-to-face interactions.
   - Do not submit or post confidential or protected information about the District, its students, alumni, or employees. You should assume that most information about a student is protected from disclosure by both federal law (the Family Educational Rights and Privacy Act (FERPA) and state law (Iowa Code Section 22.7(1)). Disclosure of confidential or protected information may result in liability for invasion of privacy or defamation and result in disciplinary action up to, and including, discharge from employment.
   - Report, as required by law, any information found on a social networking site that falls under the mandatory reporting guidelines.
   - Do not use language that could be considered defamatory, obscene, proprietary, or libelous, or that constitutes an incitement to imminent violence or a true threat.
   - Do not post or otherwise publish content that is or could reasonably be perceived as bullying, discrimination, or harassment in violation of District policy.
   - Exercise caution with regards to exaggeration, colorful language, guesswork, copyrighted materials, legal conclusions, and derogatory remarks or characterizations.
   - Consider whether a particular posting puts your professional reputation and effectiveness as a District employee at risk.
   - Be cautious of security risks when using third-party applications that work with the social networking site.
• Run updated malware protection to avoid infections of spyware and adware that social networking sites might place on your personal computer.
• Be alert to the possibility of phishing scams that arrive through a social media site.

2. **Expectations for the personal use of social media**
   In addition to Section 1, above, employees using social media for personal (non-District-related) purposes are expected to:
   • Refrain from accepting current District students as “friends” on personal social networking sites.
   • Be aware that people classified as “friends” have the ability to download and share your information with others.
   • Remember that once something is posted to a social networking site it may remain available online even if you think it is removed.
   • Assume that anything you post to a personal social media site can be accessed by anyone and will be available forever.
   • Set and maintain appropriate social networking privacy settings. Be aware that social media sites can change their privacy policies and standards at any time, possibly exposing posts that employees believed were private to the public.
   • Never use a social media site to post or otherwise publish content that is deemed defamatory or obscene, or which violates copyright or other intellectual property laws.
   • Never use a social media site to post or otherwise publish information about a District student or employee in a way that is or could be reasonably perceived as discriminatory, harassing, or otherwise derogatory.
   • Never use a social media site to post or otherwise publish confidential or protected information about the District, its students, or its employees. Disclosure of confidential or protected information may result in liability for invasion of privacy or defamation.

3. **Expectations for the educational use of social media**
   In addition to Section 1, above, employees using social media for educational (District-related) purposes are expected to:
   • Comply with all District policies and state laws on the use of district-owned hardware, software and networks apply, as relevant, to the use of social media for a District school, class or program.
   • Notify your supervisor if you wish to establish a social media site for a school, class or program.
   • If using Facebook, create an organization page for your school, class or program; do NOT use a personal Facebook page for school-related purposes.
   • Establish expectations for acceptable use on your social media site that are compliant with the District’s expectations for acceptable use (see example at end of document).
   • Refrain from posting or otherwise publishing anything that advocates for or against a political candidate or initiative.
   • Refrain from posting or otherwise publishing images that include students without parental release forms on file.
   • Pay close attention to the site’s security settings and allow only approved participants access to the site.
   • Remember that behavior that is inappropriate in the classroom should be considered inappropriate online.
• Seek consent before using school logos, mascots, photographs of District facilities, or other such graphic representations or images associated with the District.

Employees found to have engaged in inappropriate use of social media or other electronic communication may be subject to disciplinary action by the District, up to and including termination.

Theft and Vandalism

All incidents of damage to school property such as break-ins, theft, or vandalism should be reported to the immediate supervisor. The District is not responsible for loss or damage to employees’ personal property at work due to theft, vandalism, accident or other cause.
Abuse of Students by a School District Employee

District employees are encouraged to create professional relationships with students to assist with their learning. Employees must not create relationships with students that are unhealthy or illegal. Employees should also avoid compromising situations with students. Adults must always be in a position to be trusted and caring for students, but the District will not tolerate any inappropriate relationships.

Physical or sexual abuse of students, including sexual behavior, by employees will not be tolerated. Employees found in violation of this policy will be subject to disciplinary action up to and including discharge. The District will respond promptly to allegations of abuse of students by District employees by investigating or arranging for the investigation of an allegation. Employees are required to assist in the investigation when requested to provide information and to maintain confidentiality of the reporting and investigation process.

For more information, see Board Policy 405.8 and AR405.8 – Child Abuse Reporting.

Child Abuse Reporting

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

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

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

Within 30 days of their initial employment, mandatory reporters will take a two-hour training course involving the identification and reporting of child abuse, or submit evidence they have taken the course within the previous five years. The course will be re-taken at least every five years.


For more information, see Board Policy 405.8 and AR405.8 – Child Abuse Reporting.
Corporal Punishment, Restraint and Detaining Students

Rules and expected behaviors will be communicated to students, parents and staff during the school year. Promoting honesty, responsibility and respect for self and others is a District expectation.

Discipline is for the change of student behavior, not punishment. Preventative discipline should be practiced. Set your rules; be firm, patient, fair, pleasant, calm, confident, and consistent in following them. Set the example and teach it over and over again. Refer to the student code of conduct in the Parent/Guardian Handbook found at the District’s website www.siouxcityschools.org under Parents>Handbooks and Guides for more information about student discipline.

Corporal Punishment is prohibited by Iowa Code 280.21. There is no excuse to touch a child in anger. An employee may use “reasonable” force when such force is necessary for the protection of that employee, or another student, or to obtain possession of a weapon or dangerous object, or for the protection of property. A “Student Code of Conduct” handbook is available to all students and staff at each building.

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.

For more information, see Board Policy 502.8 and AR502.8 – Reasonable Force/Physical Restraint.

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. Additionally, employees are expected to follow District procedures for identifying students who need additional assistance and meet the needs of identified students.

Teachers, who have a concern about a student, should first contact their principal. The principal will establish the meetings, and contact the appropriate personnel.
Medical Attention

Serious or sudden illness or injury of a student should be reported to the office or school nurse immediately. When a student is determined by the nurse, principal or secretary to be too ill to remain in school, the parent and teacher will be notified. Please inform the nurse, or your office, or your supervisor if you encounter medical problems.

Standardized Testing and Assessment

Assessment is an important part of the education process and the 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.

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.

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. 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.

For more information, see Board Policy 505.18, and AR505.18 – Student Records.

Transporting of Students by Employees

Generally, transportation of students is in a motor vehicle owned by the 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 building principal to determine when this is appropriate.

Individuals transporting students for school purposes in private vehicles must have the permission of the Superintendent, or his or her designee, and meet all applicable requirements set by the District.

For more information, see Board Policy 709 – Transporting Students in Private Vehicles.

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 his or her 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 his or her designee.

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

For more information, see Board Policy 405.4 – Tutoring.
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.

For more information, see Board Policy 504.12 and AR504.12 – Student Medication Administration.

Bloodborne Pathogens

Annually, all employees will be given the opportunity to take the bloodborne pathogens training and all employees will be required to take the online training.

The mandatory poster for Job Safety and Health may be located on the United States Department of Labor’s website www.osha.gov/Publications/poster.html and the Iowa specific poster may be located on the Iowa Workforce Development website www.iowadivisionoflabor.gov/iowa-oshasafety-and-health-poster-0. The mandatory poster is displayed in each building.

Employee Injury on the Job

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

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

It is the responsibility of the employee injured on the job to inform Human Resources 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.

Safety and workers’ compensation procedures are found on the District website under the Department>Human Resources>Safety and Work Comp.

Employee Physical Examination

The District believes good health is important to job performance. Employees whose physical or mental health, in the judgment of the administration, may be in doubt must submit to additional examinations to the extent job-related and consistent with business necessity, when requested to do so, at the expense of the District.
The District will comply with occupational safety and health requirements as applicable to its employees in accordance with law.

**Hazard Communication Program**

Each employee will annually review information about hazardous substances in the workplace. When an additional hazardous substance enters the workplace, information about it is available to all employees, and training is conducted for the appropriate employees. The Safety and Abatement Specialist in the Operations and Maintenance Department will maintain a file indicating which hazardous substances are present in the workplace and when training and information sessions take place.

The mandatory poster for Job Safety and Health may be located at [www.osha.gov/Publications/poster.html](http://www.osha.gov/Publications/poster.html) and the Iowa specific poster may be found at [www.iowadivisionoflabor.gov/iowa-osha-safety-and-health-poster-0](http://www.iowadivisionoflabor.gov/iowa-osha-safety-and-health-poster-0). The mandatory poster is displayed in each building.

For more information, see Board Policy 902.8 – Hazard Communication Program.

**Safety Concerns**

To assist in providing a safe and healthy environment for employees, students, parents and visitors, the District has established a workplace safety program. This program is a top priority for the District. Its success depends on the alertness and personal commitment of all students and employees.

The District provides information to employees about workplace safety and health issues through regular internal communication channels such as employee meetings, bulletin board postings, memos, or other written communications.

Each employee is expected to obey safety rules and to exercise caution in all school activities. If you become aware of a condition that poses a safety hazard, please describe the condition on the Employee Report of Unsafe or Hazardous Workplace Condition form (Form 902.7-E) and give to your immediate supervisor, or to a Safety Committee member. This form is available on the District website at [www.siouxcityschools.org](http://www.siouxcityschools.org) under School Board>Board Policies>Series 900. If you are not aware of who is on your Safety Committee, consult with the office.

Employees who violate safety standards, who cause hazardous or dangerous situations, or who fail to report or, where appropriate, remedy such situations, may be subject to disciplinary action up to and including termination.

In the case of accidents that result in injury, regardless of how insignificant the injury may appear, employees should immediately notify the appropriate supervisor. Such reports are necessary to comply with laws and initiate insurance and workers’ compensation benefits procedures.

For more information, see Board Policy 902.7 – Occupational Safety and Health, and Form 902.7-E – Employee Report of Unsafe or Hazardous Workplace Condition.
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.

For more information, see Board Policy 121 – Smoke and Tobacco-Free Environment.

Substance Free Workplace

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

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

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

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

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

For more information, see Board Policy 405.12 – Drug-Free Workplace.
LEAVES AND ABSENCES

Absenteism

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

Family and Medical Leave

Unpaid family and medical leave will be granted up to 12 weeks (or up to 26 weeks of military caregiver leave to care for a covered service member with a serious injury or illness) per year to assist eligible employees in balancing family and work life. The District uses a “rolling” 12-month period measured backward from the date an employee uses any FMLA leave to determine the amount of leave that is available. Requests for family and medical leave will be made to the supervisor and Benefits Manager. Employees eligible for family and medical leave must comply with the applicable administrative rules and the District’s family and medical leave policy prior to starting family and medical leave.

For additional information regarding the Family and Medical Leave Act (FMLA) please contact the Benefits Manager or review the Employee Rights under the Family and Medical Leave Act compliance poster at https://www.dol.gov/whd/regs/compliance/posters/fmlaen.pdf. You can also visit the “Family and Medical Leave Act” section of the United States Department of Labor’s website, at www.dol.gov/whd/fmla/.

Jury Duty Leave

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

Employees will receive the pay difference between the remuneration and their regular District pay. The employee will report to work within one hour on any day when the employee is excused from jury duty during regular working hours.

For more information, see Board Policy 404.6 – Jury Duty and Witness Duty.
Military Service Leave

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

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

For more information, see Board Policy 404.7 – Military Leave.

Political Leave

The Board will provide a leave of absence to employees to run for elected public office. The Board will grant an employee a leave of absence to campaign as a candidate for an elective public office as unpaid leave.

The request for leave must be in writing to the Director of Human Resources at least 30 days prior to the starting date of the requested leave.
SAFETY AND SECURITY

Asbestos Containing Material and Notification

The Asbestos Hazard Emergency Response Act of 1986 (AHERA) was designed to determine the extent of asbestos concerns in the schools and to act as a guide in formulating asbestos management policies for the schools. The District facilities have been inspected by a certified asbestos inspector as required by AHERA. The inspection and laboratory analysis records form the basis of the District’s asbestos management plan.

Per AHERA, an asbestos management plan for the District facilities has been developed, which includes: notification letters, training for employees, a set of procedures designed to minimize the disturbance of asbestos-containing materials, and plans for regular surveillance of the materials. A copy of the District’s management plan is available for inspection in location’s main office.

For more information, see Board Policy 902.11 - Asbestos Containing Materials.

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 their immediate supervisor, to report any security/safety hazard(s) or condition(s) they identify.

For more information, see Board Policy 405.3 – Access to Buildings.

Emergency Closings, Inclement Weather and Other Interruptions

When the Superintendent decides the weather threatens the safety of the students and employees, he/she will notify the Director of Communications to publicize the closing announcement.

If there is a late start or early dismissal due to extreme heat or cold temperatures, then ESC employees still maintain normal business hours.

Closing announcements will be publicized as follows:

- A phone message will be sent out using Blackboard Connect 5 to inform parents and employees.
- An email will be sent to local media outlets to have a public announcement aired. The following stations will be notified: KTIV, KCAU, KMEG, KSCJ, and the Sioux City Journal.
- An all staff email will be sent to all employees.
- A bulletin will be released on GovDelivery to notify a community member, employee, and/or parent that has signed up for notifications.
- A message will be posted on the District Facebook and Twitter pages.
- A special announcement will be posted on the District website.
- The Director of Beyond the Bell will be notified so he/she can plan communication for Beyond the Bell participants.
The standard delay time for late arrival due to weather is two hours. For more information, see Board Policy 709.4 – Inclement Weather/Unsafe or Hazardous Road Conditions.

**Emergency Evacuations and Drills**

An Emergency Guidelines Manual is on file at each location’s main office. All District employees should be familiar with emergency procedures for their building or primary place of work.

Periodically the District holds emergency fire, tornado, and intruder drills. At the beginning of each semester, teachers must notify students of the procedures to follow in the event of a drill. Emergency procedures and proper exit areas must be posted in all rooms. During drills and actual emergencies, every staff member and student must follow proper procedures.

Fire and tornado drills are required by law. School districts must have two fire and two tornado drills before December 31 and two fire and two tornado drills after January 1 for a total of eight such drills each school year. Each building will also conduct one intruder drill each semester. An evacuation drill to an alternate site is conducted every other year.

A bomb threat can be made through letters, notes, phone, e-mail, or any other means of communication. However, the most common way is a threat by phone. If a bomb threat is received by phone, follow the ATF Bomb Threat Checklist, which should be by every District phone, or on our website www.siouxcityschools.org under Departments>Human Resources>Safety & Work Comp. Fill in as much of the data as possible while you are on the phone. Guidelines for written threats and explosive devices can be found in the office of your building. No employee shall be required to search for a bomb.

Each school will assemble a team of staff members to respond to emergencies and implement an Emergency Procedure Plan.

**Monitoring Systems on School Buses**

The following notice will be placed on all school buses equipped with a monitoring system, “This vehicle is equipped with a digital video security system for your protection. Video cameras record both video and audio information.”

The District shall review the recordings when necessary as a result of a reported incident. This may result in discipline, up to and including termination.

For more information, see Board Policy 709.7 – Use of Monitoring Systems on School Buses.

**Staff Identification Badges**

An identification badge shall be issued to each employee. Badges shall be worn when the employee is on duty. Badges remain the property of the District and shall be returned to the employee’s immediate supervisor at the time of resignation, retirement or termination.

For more information, see Board Policy 405.3 – Access to Buildings.
**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**

Employees should inform the principal of their school regarding any guests or speakers coming to their classroom or into the building well in advance of the event. All visitors must report to the school office and be given a visible form of identification to display while in the building. The I.D. should be given back to the office when the visitor checks out. This includes spouses, children and friends of employees.

If an unauthorized individual enters District premises, employees should immediately notify their principal or supervisor and, if necessary, direct the individual to depart the building through the main entrance.

**Weapons**

The District believes firearms, dangerous weapons, weapons, look-a-like weapons, or the like 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 District premises or property within the jurisdiction of the District.

Employees are prohibited from bringing firearms, dangerous weapons, weapons, look-a-like weapons, or the like 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, see Board Policy 502.9 – Weapons Free School.
TERMINATION OF EMPLOYMENT

Contract Release – Certified Employees

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

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

Resignation – Certified Employees at Year End

A certified employee who wishes to resign must notify the Human Resources Director in writing. This applies to regular contracts for the certified employee’s regular duties and for an extracurricular contract for extra duty.

For more information, see Board Policy 403.2 Resignation of Certified Personnel.

Resignation – Non-Certified Employees

Non-certified employees who wish to resign mid-year or mid-assignment must give the District at least two weeks advance notice.

Retirement

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

Application for retirement will be considered made when the employee states in writing to the Director of Human Resources, 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. Applications made after the date set by the Board for the return of the employee’s contract to the Board may be considered by the Board if special circumstances exist. It is within the discretion of the Board to determine whether special circumstances exist.

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

For more information, see Board Policy 432 – Early Retirement Benefits.
ACKNOWLEDGEMENT OF RECEIPT

I acknowledge that I have received or can access a copy of the Sioux City Community School District’s Employee Handbook available at [http://www.siouxcityschools.org/department/human-resources/](http://www.siouxcityschools.org/department/human-resources/). 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 Human Resources 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)
HANDBOOK COMPLAINT FORM

To be completed by employee:
(Please note that a discussion with your immediate supervisor should take place prior to completing this form)

Name____________________________________________________________

Phone #/Email address___________________________________________________________________

Department____________________________________________________________________________

Position Title__________________________________________________________________________

Immediate Supervisor____________________________________________________________________

Date of alleged violation____________________________

Alleged misinterpretation or misapplication of the handbook and requested resolution________________

This section to be completed by the employer:

Step 2:
Date Appeal Received _____________

Written Response________________________________________________________________________

Supervisor________________________________________________________

Upheld or Overturned?___________ Date Decision Sent to Employee_______________

Step 3:
Date Appeal Received _____________ Date of Review Meeting_____________

Written Response________________________________________________________________________

HR Director________________________________ Superintedent__________________________

Upheld or Overturned?___________ Date Decision Sent to Employee___________
APPENDIX A
TEACHERS, NURSES, MEDIA SPECIALISTS, CONSULTING TEACHERS, PROGRAM COORDINATORS, AND COUNSELORS

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EMPLOYEE EVALUATION PROCEDURES

Notification - Assigned Employees

The administrator will discuss the philosophy and procedure of evaluation with all the faculty members at the beginning of the school year. All teachers will be advised of the evaluation process no later than six weeks prior to the evaluation. Faculty may obtain copies of the evaluation forms from the District website, and, if they are unable to do so, they may obtain a written copy of the evaluation form from their Building Principal or supervisor. No formal evaluation shall take place until such orientation has been completed. Employees who are retiring and who have submitted their resignation to the Board may choose in writing not to be evaluated in the year of their retirement.

Notification - Unassigned Employees

An employee not assigned to a single building will be notified by Dept. of Human Resources which administrator will conduct their Performance Review. The notification will be provided no later than six weeks prior to the evaluation. The administrator will discuss the philosophy and procedure of evaluation with them at the beginning of the school year. All unassigned teachers will be advised of the evaluation process no later than six weeks prior to the evaluation.

Observation and Purposes

No evaluation of an employee shall be conducted through a surreptitious means, including mechanical devices. The employee may request that a tape recording or video tape be used as part of his/her evaluation.

The purpose of evaluation is to ensure that the Iowa teaching standards, criteria and descriptors are understood, accepted, and demonstrated.

Other Evaluations

The foregoing deals with but a single method of teacher evaluation, i.e., evaluation of classroom teaching performance.

Nothing in this Employee Handbook is to be construed as precluding evaluation by means other than classroom observation, but such employee’s evaluations shall be limited to job-related responsibilities. When other evaluations are made, the employees shall have the same rights as specified in above.

Procedures for Tier I Teacher Evaluation-Teacher with Initial License

The evaluation cycle will consist of both formal and informal observations and other sources of evidence collection.

At least four observations (two formal and two informal) will be conducted before March 30. Further, one formal and one informal observation will generally occur by the end of the first semester unless circumstances prevent this to take place within the first semester. (The
observations will be spread over a period of time to allow for professional growth.) Two of those observations will be termed “formal,” requiring a pre-observation conference for initial licensed teachers. The other two will be termed informal and may include walk-throughs, which do not require a pre-observation conference.

**Formal Observations**

Each teacher will complete a written pre-observation form prior to the scheduled formal observation. The pre-observation form will be a mandatory element of each formal observation. A pre-observation conference between employee and administrator will be mandatory for those teachers holding an Initial Teaching License. A pre-observation conference is strongly encouraged for teachers in Tier I who hold a standard license.

Each formal observation will cover a sequence of lessons. This may be over a period of two or more days and should be established prior to the observation. Each formal observation will include two or more sessions with each session at least thirty minutes in length.

Generally, within five contract days, a conference will be scheduled to discuss the teacher’s progress toward meeting the eight Iowa Teaching Standards. During this conference, the administrator will indicate what additional requirements are needed to verify that the teacher meets all eight Iowa Teaching Standards. Also included in the conference will be the teacher’s self-reflections. If unforeseen circumstances arise that would prevent this conference within five contract days; the post-conference may be delayed and held at a time that is mutually agreed upon.

**Informal Observations**

An informal observation is a random observation including but not limited to administrator walk-throughs or other unscheduled visits used to assist in gaining familiarity with the teacher and to provide continuing professional support. Although shorter in duration, informal classroom observations should be of sufficient length to allow the administrator to observe the intent of the lesson. Feedback is strongly encouraged following each informal observation. Where an informal observation reflects areas of needed improvement the administrator should provide feedback to the teacher so the teacher may make the necessary adjustments.

The teacher and administrator are expected to collaboratively gather evidence (artifacts), which are descriptive of the teaching/learning situation. Informal observations and reliable input from sources such as students, parents, other administrators, artifact analysis, etc., may be used to provide supportive evidence in the evaluation process. All evidence (artifacts) and input that is gained will be made known to the teacher and administrator promptly through a discussion following the informal observation. All evidence (artifacts, data points, and data sources) used in the administrator’s summative evaluation will be discussed with the teacher prior to the summative review conference.

**Performance Evaluation**

A comprehensive evaluation reflecting the teacher’s current performance will be held with the first-year teacher on or before March 30. It is recognized that this first year will generally not reflect the beginning teacher meeting all standards and/or criteria, but it is expected to show reasonable progress toward meeting the standards and criteria. The conference will provide the teacher with feedback and explanation based on formal and informal evaluation activities conducted during the year. The teacher and administrator will identify in writing which of the eight Iowa Standards have been met and which standards need to be addressed in the second year. All comprehensive evaluations will be held with the second year teacher on or before April 30.
The comprehensive evaluation of the second year teacher must include either:

- the administrator’s recommendation for the teacher regarding Standard Licensure for the teacher; or
- a continued participation in the District’s mentoring and induction program for a third and final year with a request for a 1-year extension of the teacher’s Initial License; or
- a recommendation for no licensure and termination of employment

A school district must use the comprehensive evaluation form provided by the Iowa Department of Education. This is required by IA Code Section 284.3, subsection “2”, Code supplement 2001.

**Procedures for Tier I Teacher Evaluation-Career Teacher New to the District**

This section covers the procedures for a career teacher with a standard license but in his/her first year in the District. Teachers new to the District but not new to the profession, who meet the expectations relative to the Iowa Teaching Standards and District Descriptors may have their second year in the Tier I Beginning Teacher Evaluation Program waived. A teacher whose second year in Tier I is waived will be moved to the Tier II Career Teacher Comprehensive Evaluation Program.

**Procedures**

The evaluation cycle will consist of both formal and informal observations and other sources of evidence collection.

At least four observations (two formal and two informal) will be conducted before March 30. Further, one formal and one informal observation will generally occur by the end of the first semester unless circumstances prevent this to take place within the first semester. (The observations will be spread over a period of time to allow for professional growth.).

**Formal Observations**

Each teacher will complete a written “Pre-Observation Form” prior to the scheduled formal observation. A pre-observation meeting may be conducted upon request of either the teacher or the administrator. A pre-observation meeting is strongly encouraged but not mandatory. Each formal observation will include two or more sessions with each session at least thirty minutes in length.

Generally, within five teacher contract days following the second session, a conference will be held to discuss the teacher’s current success in meeting the eight Iowa Teaching Standards and the Sioux City Community School District’s expectations. Included in the conference will be the teacher’s self-reflections. If unforeseen circumstances arise that would prevent this, the post-conference may be held at a time that is mutually agreed upon.

**Informal Observations**

An informal observation is a random observation, including and not limited to, administrator walk-throughs or other unscheduled visits used to assist in gaining familiarity with the employee and to provide continuing professional support. Although shorter in duration, informal classroom
observations should be of sufficient length to allow the administrator to observe the lesson. Generally, feedback will be provided following each informal observation.

The teacher and administrator are expected to collaboratively gather evidence (artifacts), which are descriptive of the teaching/learning situation. Informal observations and reliable input from sources such as students, parents, other administrators, artifact analysis, etc., may be used to provide supportive evidence in the evaluation process. All evidence (artifacts) and input will be communicated to the teacher and administrator promptly through a discussion following the informal observation. All evidence (artifacts, data points, and data sources) used in the administrator’s summative evaluation will be discussed with the teacher prior to the summative review conference.

**Performance Evaluation**

The career teacher new to the District will be evaluated using the Tier II Career Teacher Evaluation Form. All comprehensive evaluations will be completed and discussed with the beginning career teacher on or before April 15. At that time the administrator will advise the teacher of one of the following steps:

- Teacher meets all Iowa standards and District expectations and will be moved to Tier II;
- Teacher has some areas to improve upon and will remain in Tier I for one additional year;
- Teacher is not meeting at least one of the Iowa standards and/or District expectations and is not recommended for contract renewal. Human Resources will be notified by April 15 of this decision.

**Procedures for Tier II Teacher Evaluations-Career Teachers Not New to the District**

The evaluation cycle will consist of both formal and informal observations a minimum of once every three years. In addition, other sources of supporting documentation will be identified through conversations between the administrator and teacher. It is not the intent of the Sioux City Community School District to require Career Teachers to provide portfolios.

At least one formal and two or more informal observations with specific feedback will be conducted before April 30. Due to extenuating circumstances, teacher and administrator may agree on a later date.

**Formal Observations**

Each teacher will complete a written “Pre-Observation Form” prior to the scheduled formal observation. A pre-observation meeting may be conducted upon request of either the teacher or the administrator.

Each formal observation will include two or more sessions with each session at least thirty minutes in length. Within five teacher contract days, following the second session, a conference will be held to discuss the teacher’s current success in meeting the eight Iowa Teaching Standards and the Sioux City Community School District’s expectations. If unforeseen circumstances arise that would prevent this, the post-conference may be held at a time that is mutually agreed upon.

Included in the conference will be the teacher’s self-reflections. An evaluation performed during the last two weeks if school will be avoided. A copy of the written evaluation shall be given to the teacher at the beginning of the conference or prior to the conference. The employee’s
signature does not necessarily mean agreement with the evaluation, but means rather awareness of the contents. Following the signing, no alterations may be made or addendums attached by the evaluator.

**Informal Observations**

An informal observation is a random observation, including and not limited to, administrator walk-throughs or other unscheduled visits used to assist in gaining familiarity with the employee and to provide continuing professional support. Although shorter in duration, informal classroom observations should be of sufficient length to allow the administrator to observe the lesson. Feedback will be provided following each informal observation.

The teacher and administrator are expected to collaboratively gather evidence (artifacts), which are descriptive of the teaching/learning situation. Informal observations and reliable input from sources such as students, parents, other administrators, artifact analysis, etc., may be used to provide supportive evidence in the evaluation process. All evidence (artifacts) and input will be communicated to the teacher and administrator promptly through a discussion following the informal observation. All evidence (artifacts, data points, and data sources) used in the administrator’s summative evaluation will be discussed with the teacher prior to the summative review conference.

**Tier II Performance Evaluation**

A summative written evaluation using the Sioux City Community School District’s Performance Review Form will be completed following the formative conference. This will occur at least once every third year.

All Performance Reviews will be submitted to Human Resources by May 15th.

**Responses to Tier I and Tier II Formal Summative Evaluations**

If the employee feels his/her formal written evaluation is not accurate or is incomplete, he/she may put his/her objections in writing and have them attached to the evaluation. The file copy of the teacher’s response shall be signed by both parties to indicate awareness of the contents.

Evaluation determinations shall accurately reflect the performance of the employee. A teacher who is evaluated as not meeting one of the Iowa teaching standards or District descriptors shall have the right to file a complaint. The evaluation shall be sustained unless it is arbitrary, capricious or without basis in fact. The complainant shall have the right to challenge the individual marks which lead to the overall evaluation.

A career teacher who is not new to the District and is noted as not meeting one or more of the Iowa teaching standards will be placed on Tier III teacher assistance plan. Procedures for such assistance will be outlined with the teacher when such need is identified.

**Individual Professional Development Plan**

The individual professional development plan is required by Iowa Code Chapter 284.
Intensive Assistance

Awareness Procedures

If an evaluator determines a teacher has a performance problem related to the Iowa Teaching Standards, and this situation is not resolved to the evaluator’s satisfaction by informal discussions above, a formal meeting will be scheduled to discuss the situation or incident. This formal meeting will be considered the beginning of the awareness process.

During the meeting, the evaluator shall identify in writing all of the alleged deficiencies of the teacher pertaining to the Iowa Teaching Standards. The evaluator shall include information, data or evidence used in making this judgment. The teacher and evaluator shall develop a written plan of remediation which, if followed would eliminate the alleged deficiencies.

If the deficiencies noted are corrected, the teacher will return to the normal evaluation cycle. If the deficiencies are not corrected, the supervisor may recommend career assistance.

The Awareness Procedure phase of evaluation shall be at a minimum 30 working days.

Assistance Procedures

The teacher may have a representative at this or any meeting with the evaluator during this process.

The assistance procedures will begin with a formal meeting between the evaluator and the teacher. During this meeting, the evaluator will convey to the teacher, in writing, the specific behaviors that do not meet the Iowa Teaching Standards and will review documentation supporting this conclusion. The evaluator will present to and discuss with the teacher the Plan of Assistance which identifies actions for the teacher to complete for the purpose of improving performance in areas identified as unsatisfactory.

If requested by the teacher the evaluator shall convene the Assistance Team for the initial meeting with the teacher. The assistance team shall consist of one (1) to three (3) education professionals that are to be mentors and confidants for the teacher needing assistance. The role of the Assistance Team is to use data and information provided by the evaluator and the teacher to assist in developing a planned approach to help the teacher meet the Iowa Teaching Standards. Strict confidentiality will be maintained by members of the Assistance Team. Observations and comments made by members of the Assistance Team are not presented in writing, are not reported to the evaluator, and do not become part of the teacher’s evaluation. The assistance provided is targeted solely at helping the teacher improve her or his performance in relation to the Iowa Teaching Standards.

During the Assistance Phase the evaluator shall observe the teacher in need of assistance a minimum of two (2) times formally. These formal observations shall focus on the teaching standards that have been identified in the Assistance plan. There will be a minimum of five (5) working days between observations to allow the teacher to implement needed changes. The formal observations will be followed up by a post conference within three days of the observation.

The duration of the Assistance Plan will vary, depending upon the needs of the teacher; however, it may not be for less than three regular school session months or for more than twelve months. The plan may be discontinued early if concerns have been remedied.
The employees who are placed on intensive assistance may file a complaint regarding the content and the implementation of the plan. The content and the implementation of the plan will be sustained unless the employee establishes that the content and implementation of the plan are arbitrary, capricious or without basis in fact.
INSURANCE

Administration of Insurance Programs

The selection of the insurance carriers and the administration of insurance programs shall be the responsibility of the Board.

It is understood that responsibilities for administration of the insurance program are those of the insurance carrier.

Board Contribution for Insurance Coverages

The Board shall provide a benefit equal to $1,275 per month. A full-time employee is defined to mean an individual who is employed on a 0.75 FTE basis or more. Individuals who are employed on less than a full-time basis, but on a 0.50 FTE basis will receive payments in a ratio proportionate to their part-time services.

The Board will pay the following group insurance programs for full-time employees: (a) employee health, accident and major medical/prescription drug insurance at the lowest premium option, (b) employee dental insurance, and (c) employee life insurance of $27,500.

The difference between the monthly benefit provided by the Board in paragraph 1 and the coverages paid for by the Board in paragraph 2 may be applied as follows: (a) employee disability insurance, (b) for dependent dental, health, accident and major medical/prescription drug insurance, (c) added to the employee’s regular salary, (d) to increase term life insurance from $27,500 to $50,000, and (e) for employee vision; for dependent vision. The optional coverage selected by the employee shall remain in effect for the fiscal year for which it has been selected unless there has been a change in the employee’s personal circumstances such as marriage, divorce, death of a covered relative, birth, adoption, or guardianship assignment, or loss of a spouse’s employment. The employee may also choose to take cash for all or part of the difference between the monthly benefit provided by the Board in paragraph 1 and the coverages paid for by the Board in paragraph 2 and the employee in paragraph 3.

The employee will pay the difference between the cost of the options selected and the amount of the Board’s contribution by payroll deduction.

The group health, accident, and major medical plan shall include a procedure for mandatory pre-admission authorization for hospitalization.

Employees shall have the option of choosing either of two health insurance plans.

The parties will continue to follow recommendations made by the District Insurance Committee.

Coverage

Insurance programs provided by the Board shall be for a period of twelve (12) consecutive months for continuing employees and shall commence on the first day of the month following the first day of an employee’s employment with the District.
The parties will discuss recommendations from the District Insurance Committee regarding any modifications to the insurance plans. The Board and the Association have partnered in the oversight of the benefit plans through the District Insurance Committee.

**Description of Insurance**

The Board will use its best efforts to see that the insurance carrier will provide for each employee a summary plan description outlining the insurance plan provisions within two (2) months after each change in policy benefits and for new employees within two (2) weeks after commencement of coverage.

**Flexible Spending Account**

The District will provide a salary reduction plan under which it will deduct from employees’ monthly wages the amounts specified by the employees and these funds may be used to pay for eligible medical expenses or dependent care expenses as outlined by the flexible spending plan.

- Dependent care costs incurred by the employee; and
- Any unreimbursed medical expenses for the employee or his/her dependents.

Employees electing to participate in the flexible spending plan will annually execute an election form specifying the amounts to be deducted from their wages by the District.
**LEAVE OF ABSENCES**

**Association Leave**

Eighteen (18) paid days shall be provided to employees selected by the Association for the purpose of attending the ISEA State Delegate Assembly.

An additional eighteen (18) paid days shall be provided to employees selected by the Association for the purpose of attending the ISEA State Delegate Assembly. The Association shall reimburse the District for the cost of substitute teachers for said additional eighteen (18) days.

Upon recommendation of the Association and with the approval of the Superintendent, or his/her designee, up to fifty (50) additional days may be granted for NEA Board meetings, NEA Regional meetings, ISEA Executive Board meetings, ISEA Delegate Assembly, Association cadres and other similar Association business.

At least five (5) days’ notice shall be given by the Association to the Superintendent, or his/her designee, of the employee’s taking such leave and the specific days for such leave.

A leave of absence without pay not to exceed one (1) year shall be granted to any employee if he/she requests it for the purpose of serving as President of the Association, the ISEA or the NEA.

A leave of absence without pay not to exceed one (1) year may be granted to any employee at the discretion of the Board or its designee for the purpose of serving in any other elective office of the Association, ISEA or the NEA.

Upon return the employee shall be placed on the same salary step prevailing at the time such leave was taken.

Other leaves are governed by the Collective Bargaining Agreement.

**Compensation for Unused Leave**

Employees shall be compensated for unused leave on the following basis:

<table>
<thead>
<tr>
<th>Number of Sick Leave Days Used</th>
<th>Amount of Compensation</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>$250</td>
</tr>
<tr>
<td>1</td>
<td>$175</td>
</tr>
<tr>
<td>2</td>
<td>$150</td>
</tr>
<tr>
<td>3</td>
<td>$100</td>
</tr>
</tbody>
</table>

The bonus earned will be paid on August 15 following the school year during which it was earned. Any fraction of a day of leave shall count as a full day.
STAFF REDUCTION PROCEDURES

Reduction in Force Coverage

All employees are covered including employees on extended leave of absence.

Definitions

Seniority

Seniority shall mean the number of consecutive years of employment in the District and shall be accumulated from the date of the employee’s signing of a continuing contract which initiated uninterrupted service. Service under a letter of employment shall break a seniority tie between two employees who signed continuing contracts on the same date. Other seniority ties shall be broken by lot. An extended leave of absence shall not be considered an interruption in service. A non-bargaining unit District employee who is transferred to a bargaining unit position shall accumulate seniority from the first day on which bargaining unit work is performed. In the case of ESL instructors, seniority shall be accumulated from the date of the employee’s service under a letter of employment, which initiated uninterrupted service.

Staff Reduction

Staff reduction shall mean that there will be fewer employment positions in a given department.

Layoff

Layoff shall mean that an employee has been terminated or released from his/her continuing contract as a result of staff reduction.

Reassignment within Building

Reassignment shall mean the movement of an employee within his/her building to a different grade level or subject matter area.

Experience/Qualifications

An employee who exercises his/her recall rights shall be given full credit for his/her training and experience as if continuously employed by the Board provided the experience is similar or equivalent to employment in the District.

If a laid off employee returns to school during his/her layoff and acquires an additional major or majors and also receives an employment endorsement or endorsements from the Iowa Board of Educational Examiners, if applicable, he/she shall additionally qualify for recall in this major or majors. In order to be considered for recall in the newly acquired major(s) the employee shall notify the Director of Human Resources in writing of his/her new qualification(s) and endorsement(s).
Benefits

To the extent permitted by the insurance carriers involved, but limited to the period during which an employee is granted continuation rights under COBRA regulations, a laid off employee shall have the option at his/her expense to continue participation in any or all of the following group insurance programs:

- Health, accident and major medical insurance
- Dental insurance
- Prescription drug insurance
- Vision insurance
- Flexible spending accounts

A laid off employee shall retain his/her rights to Association representation and his/her rights to file complaints pursuant to Employee Handbook, such complaints shall be limited to alleged violations of his/her recall rights as set out herein.

Classification

Each employee hired prior to July 1, 2004 shall be classified in one of the following departments:

a. Alternative Ed
b. Art
c. Business Ed
d. Counseling
e. ESL
f. Exploratory
g. Family and Consumer Science
h. Foreign Language
i. Health Services
j. Instrumental Music
k. Instructional Coach
l. Industrial Technology
m. K-5
n. K-6
o. Language Arts
p. Mathematics
q. Media
r. Nurse
s. Physical Ed
t. Preschool
u. Reading
v. Science
w. Special Ed
x. Social Studies
y. TAG
z. Vocal Music
aa. Vocational Ed

Each employee hired for the school year beginning after July 1, 2004, shall be classified in a department, which reflects the current elementary or secondary District structure. Therefore, Elementary shall be classified as Kindergarten through 5th grade, and all classifications that were
listed as (7-12) shall be classified as (6-12). All departments that were classified as (K-12) in the section above, shall remain the same.

For purposes of staff reduction, those employees classified under the previous paragraph shall be combined with the appropriate classification for seniority purposes in “a.” through “aa.” in the section above, whereby all K-5 will be combined with K-6 and all secondary curriculum shall be combined in the appropriate 7-12 department.

Employees hired in the middle school shall be classified under the subject matter that is the majority of their assignment.

An employee with a split assignment shall be classified in the department in which he/she has the longest service provided he/she is currently working in that department and has worked in it for four or more years.

An employee who has longer service in a department other than the department in which he/she is currently working shall be classified in the department in which he/she has the longest service, provided he/she has worked in that department since July 1, 1981.

**Layoff Procedures**

When the Board determines that employees must be laid off, the following system-wide procedure shall determine the order in which employees shall be terminated:

The department(s) where staff reduction will occur and the number of reductions shall be specified by April 16.

If early retirement and/or other attrition does not reduce the size of the department(s) by the specified amount by April 1, the Board may issue layoff notices to the appropriate number of employees in the affected department(s).

Said layoff notices shall be issued no later than the date required under Iowa Code.

Each employee shall be placed in one of the following seniority ranges:

- 0 - 2 years
- 3 - 4 years
- 5 - 6 years
- 7 - 8 years
- 9 - 10 years
- 11-12 years
- 13 years or more

All necessary layoffs within a department shall be made by terminating the required numbers of employees within the foregoing seniority ranges except no employee who was hired prior to July 1, 2005 who has a license issued by the DE, and thirteen or more years seniority, may be laid off even if his/her program is eliminated. No employee shall be laid off unless all other employees in the lowest seniority range within a department have first been laid off. Employees hired on/or after July 1, 2005 will not be covered by the above paragraph.

No department shall be reduced until all administrators (non-bargaining unit personnel) assigned bargaining unit work in said department have first been relieved of his/her bargaining unit work.
Within seniority ranges, the selection of an employee for termination shall be at the discretion of the Administration.

Any dispute arising out of a decision made pursuant to the layoff provisions shall be resolved either through the termination procedures set out in Chapter 279 of the Code of Iowa or through the complaint procedure set out in this handbook. The affected employee shall be required to elect the procedure to be followed for resolving the dispute and shall notify the Board secretary within five (5) days of receipt of the Superintendent’s Notice and Recommendation to Terminate Contract. The procedure elected by the employee shall be the exclusive means for resolving the dispute, and the District shall not be required to process or respond to any claim which relates to the proposed termination and which is filed in any other forum.

**Notification**

On September 15 of each year that this procedure is in effect the Board shall provide the Association with a current list of employees who retain recall rights pursuant to it.

Whenever an employee is recalled, the Association shall be notified in writing of the recall and whether the employee exercised his/her recall rights.

**Reassignment Procedures**

Continuing employees without work assignments due to staff reduction shall be reassigned or involuntarily transferred at the discretion of the Administration.

Employees being involuntarily transferred under this provision shall have the right to file a complaint under the Employee Handbook procedure.

**Recall Procedures**

An employee shall be entitled to exercise his/her recall rights on the first workday following the date of the final action by the Board to terminate his/her employment.

Laid off employees on extended leaves of absence shall constitute one pool of employees for purposes of recall.

a. Recall to available positions shall be in reverse order of layoff unless a more senior employee is on leave of absence and his/her leave is expiring in which case that employee shall be offered the available position first.

b. A position shall be available whenever a department identified for staff reduction is reduced by resignation, termination, death, extended leave of absence or voluntary or involuntary transfer below the needs announced by the District on or before April 16. In this case the District must first implement the recall procedure. If not filled by recall, the position shall be posted for voluntary transfer.

c. A position shall also be available whenever the District decides to fill a vacancy created by resignation, termination, death, extended leave of absence or voluntary or involuntary transfer in a department not identified for staff reduction. In this
case, the position shall first be posted for voluntary transfer. If not filled by voluntary transfer, the District shall implement the recall procedure.

Any employee laid off pursuant to this procedure shall retain recall rights to the department or departments in which the employee had previously been employed in the District or in his/her major area(s) of preparation for three (3) years and three (3) months from the effective date of his/her layoff. A laid off employee eligible for recall but not meeting BOEE standards may waive, in writing, his/her right to recall to such a position and not lose his/her recall rights. The effective date of layoff shall be the first weekday following the last day of the work-year during which the Board terminated the employee’s contract.

A laid off employee shall have only one opportunity to accept or reject a job offer by the Board within the allotted three (3) years and three (3) months.

When a laid off employee accepts employment with another employer, he/she shall not forfeit his/her recall rights. If the Board recalls the laid off employee and the new employer will not release the laid off employee, the Board shall hold the position for the laid off employee by filling the vacancy with a substitute until the laid off employee is released by his/her employer. An employee hired to substitute for a recalled employee who is unable to return shall be subject to involuntary transfer or layoff to provide a vacancy for the person returning from layoff and shall be so informed upon hiring.

The Board shall notify an employee of his/her recall in writing by certified or registered mail to the employee’s address on file in the office of the Director of Human Resources. The letter shall include a copy of this recall procedure. An employee’s failure to respond affirmatively in writing within seven (7) calendar days, excluding Saturdays, Sundays and holidays, after receipt of the recall letter shall result in the termination of the employee’s recall rights.
TRANSFER PROCEDURE

Voluntary Transfer Procedures

Transfer

The assignment of an employee to a different job classification, grade level (as defined below), subject area or building shall be considered a transfer. For the purposes of this definition an employee shall be considered to be transferred between grade levels only if he/she occupies a position in grades K-2 and is assigned to a position in grades 3-5, or vice versa. If the Administration and the employee mutually agree that the employee will be assigned to a different job classification, grade level, or subject area, then the assignment shall not be considered a transfer.

Voluntary Transfer

A voluntary transfer is initiated in writing by the employee.

Posting of Vacancies for the Ensuing School Year

A system-wide list of all vacant positions will be available on the District website.

For vacancies listed prior to June 1, no assignment of new employees shall be made until at least five (5) business days after a position has been listed as vacant. For vacancies listed on or after June 1 but prior to July 25, no assignment of new employees shall be made until at least five (5) business days after a position has been listed as vacant.

Vacancies listed prior to July 25 shall be subject to the procedures outlined in this Employee Handbook Section. After July 25, the District will place all remaining displaced teachers according to qualifications and seniority within the displaced teacher category. After this placement is completed, the District may hire from outside the bargaining unit because positions listed after July 25 are not subject to the transfer procedure. The Human Resources Office shall post all positions that are known prior to July 25.

Posting of Vacancies During the School Year

When a vacancy occurs during the school year and must be filled from within the school system, the vacancy shall not be filled until it has been posted for five (5) business days.

Filing Requests

An employee may request a transfer at any time without a specific vacancy in mind. All requests shall be made in writing and a copy sent to the Director of Human Resources, building Principal and Coordinator when appropriate. Such statement shall include the grade and/or subject to which the employee desires to be assigned and the school or schools to which the employee desires to be transferred in order of preference.

Posting

By June 5 of each year the Superintendent or his/her designee shall post in each school and e-mail to the Association a system-wide list of transfers which have been completed prior to June 1. The list of transfers will be updated by September 1.
Filling Vacancies

The principal should consult with the hiring committee to make decisions regarding staffing. If more than one (1) applicant* applies for the same position that is vacant, and in the judgment of the principal, one is deemed to be more qualified for that position, that applicant shall receive the appointment. The term “qualified” shall be defined to mean “certification, academic training, evaluation, building needs, seniority, student needs, and the nature of teaching experience.” The committee shall have the flexibility to determine the appropriate weight of each of the above listed criteria in making their selection.

During their probationary period employees may apply for a transfer, but the request may be granted or denied by the Superintendent or his/her designee in his/her discretion without regard to the number of applicants for the position or the qualifications of the applicants. The term “probationary period” is defined in Iowa Code Section 279.19.

No request for transfer by a non-probationary employee shall be denied arbitrarily or capriciously.

*Applicant is defined as either a current employee or new prospective employee unless specified otherwise.

Involuntary Transfer Procedures

Involuntary Transfer

An involuntary transfer is one initiated by the employer. If, as a result of such initiation, an employee volunteers to be transferred, said transfer is still involuntary.

Elementary Assignments

Whenever the number of teachers at two or more grade levels needs to be increased or decreased, reassignment may be made within the building without implementing an involuntary transfer or posting a vacancy. Teachers who are reassigned as a result of this provision do not forfeit their right to request a voluntary transfer.

Administrative Decision

The decision to make an involuntary transfer shall vest in the judgment of the Superintendent or his/her designee based upon the need of the District.

Notice

When an involuntary transfer is anticipated for the forthcoming contract year, the employee shall receive notification as soon as practicable.

In the event of an involuntary transfer during a contract year, the employee shall be given written notice at least five (5) days prior to such transfer.

Meeting Prior to Transfer

An involuntary transfer shall be made only after a meeting between the employee involved, the Association representative, if requested, and the Superintendent and his/her designee if such meeting is requested in writing by the employee.
At such meeting the employee shall be given written reasons for such involuntary transfer.

Priority in Reassignment

A list of open positions in the District shall be made available to all employees being involuntarily transferred or reassigned. Such employees may request the positions in order of preference to which they desire to be transferred.

Involuntary Transfer Determination

Prior to making an involuntary transfer, the Administration shall notify employees in the affected building, or all employees in a K-12 department, that an involuntary transfer is to be made and that qualified employees may volunteer for transfer. If a qualified employee working in the building in which the position is to be filled volunteers, or if a qualified employee who has no extracurricular or extra-duty assignments volunteers, said employee shall be transferred. In all other cases, the Superintendent or his/her designee shall have the discretion to make an involuntary transfer or to transfer a volunteer. Employees who volunteer for transfer and who are transferred in accordance with this provision shall have a letter placed in their files by the personnel office stating that the transfer, though voluntary, was made because the District sought a voluntary transfer to avoid making an involuntary transfer.

In making an involuntary transfer, if in the judgment of the Superintendent or his/her designee, each employee in the affected building or department is deemed to be equally qualified, then the least senior of such employees shall be transferred. If there is more than one qualified volunteer who is entitled hereunder to be transferred and each is deemed by the Superintendent or his/her designee to be equally qualified, then the most senior of such employees shall be transferred.

When an involuntary transfer is necessary, an employee shall not be assigned to a position outside of his/her area of competence as determined by major/minor preparation and approval of the Iowa Department of Education.

Temporary or emergency certification shall be sought only to avoid a layoff.

An employee being involuntarily transferred or reassigned shall be placed in a position, which does not involve a reduction in rank or in total compensation.
Expenses for Traveling Employees

Employees who have academic assignments in more than one building during a school day shall be reimbursed for their travel within the school day.

No employee shall be reimbursed for travel related to meetings which employees are generally required or expected to attend including, but not limited to, mass teacher meetings, curriculum meetings, departmental meetings, parent meetings, plays, athletics, music programs, open-houses, parent-teacher conferences and programs, faculty meetings and all other similar types of school functions and programs.

In order to qualify for reimbursement, all other travel must be for school business purposes only and approved in advance by the employee’s building Principal.

The mileage compensated under this section shall be the total number of miles required for auto travel related to school business on any day reduced by the mileage to and from the employee’s home to his/her work site.

The per mile rate of reimbursement shall be set by the District. The District shall provide each employee required to travel with a chart upon which to record daily mileage. Reimbursement for travel expense shall be made at the end of each quarter.

An employee who is required by the District to attend a professional meeting and/or conference shall be reimbursed for travel and lodging expenses as defined by Board Policy 431.05 and AR431.05.
WORK DAY

Arrival and Dismissal Time

The employee work-day shall generally begin thirty (30) minutes prior to the normal arrival time for students and shall end ten (10) minutes following the normal dismissal time for students. By mutual agreement, alternative schedules may apply for individual high school employees to accommodate the needs of students.

It is recognized that the school program may require a variance from the normal arrival and dismissal time.

It is recognized that employees will occasionally wish to leave prior to the end of the normal workday in order to keep medical appointments. In his/her discretion, the Principal may allow such early dismissal at the end of the normal student day to permit the employee to keep such a medical appointment.

**Teacher Arrival and Dismissal Times**

<table>
<thead>
<tr>
<th></th>
<th>Start Time</th>
<th>End Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>High School</td>
<td>7:25 AM</td>
<td>3:05 PM</td>
</tr>
<tr>
<td>Middle School</td>
<td>7:15 AM</td>
<td>2:55 PM</td>
</tr>
<tr>
<td>Elementary School</td>
<td>8:00 AM</td>
<td>3:40 PM</td>
</tr>
</tbody>
</table>
TEACHER LEADERSHIP AND COMPENSATION (TLC) SYSTEM

Assessment of Performance

The assignment of a teacher to a TLC position will be subject to review by the District's administration at least annually. The review shall include peer feedback on the effectiveness of the teacher’s performance of duty specific to the teacher’s TLC position. A teacher who completes an assignment in a TLC position may apply for assignment to a new TLC position.

Assignment of Teacher Leaders

The assignment of teachers to TLC positions shall not be subject to the transfer procedures contained in the Employee Handbook. No employee will be involuntarily assigned to a TLC position.

Prior to the termination of a TLC position by a teacher and not later than February 2, the teacher will give notice to the District and will be advised if there is a vacant position for which the teacher possesses the necessary certification and endorsements. If there is a vacant position for which the teacher in a TLC position possesses the necessary certification and endorsements, then the teacher will be awarded the position. If there is no vacant position for which the teacher in a TLC position possesses the necessary certification and endorsements, then the teacher in a TLC position will be so notified within five (5) calendar days of submitting his/her notice to the District and the teacher may withdraw his/her notice of termination. A teacher in a TLC position must withdraw his/her notice of termination not later than April 1.

If there is no vacant position for which the teacher in a TLC position possesses the necessary certification and endorsements and if the teacher does not wish to withdraw his/her notice of termination, then the teacher in a TLC position will be given an opportunity to apply for a voluntary transfer as provided by the Employee Handbook for any positions which become available after the teacher has submitted notice of termination. If, after providing notice of termination, there is a vacant position for which the teacher in a TLC position possesses the necessary certification and endorsements, then the teacher will be awarded the position. If, after providing notice of termination, there is no vacant position for which the teacher in a TLC position possesses the necessary certification and endorsements, then the least senior teacher who fills a position which requires the certification and endorsements possessed by the teacher in the TLC position will be subject to layoff and the teacher in the TLC position will be assigned to that teacher’s position.

Prior to the termination of a TLC position by the District and not later than March 2, the District will give notice to the teacher and the teacher will be advised if there is a vacant position for which the teacher possesses the necessary certification and endorsements. If there is a vacant position for which the teacher possesses the necessary certification and endorsements, then the teacher will be awarded the position.

If there is no vacant position for which the teacher in a TLC position possesses the necessary certification and endorsements and if the teacher does not wish to withdraw his/her notice of termination, then the teacher in a TLC position will be given an opportunity to apply for a voluntary transfer as provided by the Employee Handbook for any positions which become available after the teacher has submitted notice of termination. If, after providing notice of termination, there is a vacant position for which the teacher in a TLC position possesses the necessary certification and endorsements, then the teacher will be awarded the position. If, after providing notice of termination, there is no vacant position for which the teacher in a TLC position possesses the necessary certification and endorsements, then the least senior teacher who fills a position which requires the certification and endorsements possessed by the teacher in the TLC position will be subject to layoff and the teacher in the TLC position will be assigned to that teacher’s position.
requires the certification and endorsements possessed by the teacher in the TLC position will be subject to layoff and the teacher in the TLC position will be assigned to that teacher’s position.

**Procedures for Staff Reduction**

For purposes of staff reduction, teachers in TLC positions shall be considered members of the bargaining unit and shall be classified in the classification to which they were assigned at the time of their selection for a TLC position.

**Separation from Teacher Evaluation**

Teachers in TLC positions will not evaluate other teachers.
APPENDIX B
SECRETARIES, INSTRUCTIONAL ASSISTANTS, ESL TUTORS, CROSSING GUARDS, AND BUS ASSISTANTS

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EMPLOYEE EVALUATION PROCEDURES

Conference

Following the completion of the evaluation instrument, a copy of the formal evaluation signed by both parties shall be given to the employee. The employee's signature does not necessarily mean agreement with the evaluation but means, rather awareness of the content. Following the signature of both parties, no alterations may be made.

Employee Responses

Employees shall have the right to respond to all evaluative materials placed in their personnel files. The employee's response shall be placed in the personnel file.

Orientation

Within four (4) weeks prior to an evaluation, the building principal or immediate supervisor shall acquaint each employee under his/her supervision with the evaluation procedures. The purpose of the orientation is to achieve mutual understanding of the evaluation system. No formal evaluation shall take place until such orientation has been completed.

Procedure

Employees shall be evaluated at least once a year for the first two (2) years of their employment and at least once every other year thereafter. If an employee transfers to a new building, the employee will be evaluated for that year.

Right to File a Complaint

If the District proposes to suspend, discharge or layoff an employee based upon the employee's evaluation, then the employee shall have the right to file a complaint on the substance of the evaluation. The evaluation shall be sustained unless it is arbitrary, capricious, or without basis in fact.
**INSURANCE**

**Administration of Insurance Programs**

The selection of the insurance carriers and the administration of insurance programs shall be the responsibility of the Board. This responsibility, however, shall not include payment or processing of claims, other than exerting the District's best efforts to assure timely payment of the claims.

It is understood that responsibilities for administration of the insurance program are those of the insurance carrier.

**Continuation of Coverage**

The Board shall continue to make contributions for premiums under the above insurance programs for employees on paid sick leave.

To the extent permitted by the insurance carriers involved and for a period of time fixed in accordance with COBRA regulations, employees on nonpaid leave of absence for a period of one (1) month or longer shall have the option to continue any or all of the above insurance programs, except long-term disability insurance and term life insurance, by paying the full premiums themselves.

**Coverage**

Insurance programs provided by the Board shall be for a period of twelve (12) consecutive months for continuing employees. Employees who terminate at the end of the school year shall have their coverage terminated on August 31 of the same year. Employees new to the District shall be covered by the above insurance immediately or by the first day of the month following the date of their employment.

**Coverage of Part-Time Employees (20 hours per week)**

Each regular part-time employee employed at least twenty (20) hours per week may elect to participate in the insurance plans for health/drug, dental, and base life. The District will pay 50% of the cost. Part-time employees who elect coverage for dependent health/drug, supplemental life, and/or disability will pay their entire cost through payroll deduction.

**Dental Coverage**

Each full-time employee shall be covered by a group dental plan with 100% of the premium to be paid by the Board. Maximum benefit per employee shall be $1,500 per calendar year. Employees shall have the option to purchase dependent dental coverage.
Description of Insurance

The Board will use its best efforts to see that the insurance carrier will provide each eligible employee a brochure of the group insurance certificate within two (2) months after each change in policy benefits and, for new employees, within two (2) weeks after commencement of coverage.

Disability

Each fulltime employee may elect to be covered by a group long-term disability insurance program with premiums paid by the employee. The percentage of covered wages shall be up to 66 2/3%.

Flexible Spending Program

The District will provide a salary reduction plan under which it will deduct from employees’ monthly wages the amounts specified by the employees and will apply these amounts to:

- dependent care costs incurred by the employee; and
- any un-reimbursed medical expenses for the employee or his/her dependents.

Employees electing to participate in the flexible spending plan will annually execute an election form specifying the amounts to be deducted from their wages by the District.

Health, Accident, and Major Medical

The Board will provide all full-time employees (working 6-8 hours/day and at least 30 hours per week) with access to coverage for health insurance by providing a monthly benefit equal to $832 per month toward the premium costs for the lowest medical insurance premium option, single dental insurance, and basic term life insurance. Additionally, if the employee elects to have dependents covered under either insurance plan offered, the employee will be provided $195 per month if they have a family contract and $94 per month if they have employee plus spouse or child(ren) coverage. The difference between the monthly benefit amount and the Board provided insurance programs will be given to the employee to use for other insurance coverages, or to be given as a cash benefit. If the Board provided insurance programs are not selected, that benefit amount is not available for the cash benefit and will be forfeited.

Any cost for insurance in excess of the benefit dollars will be deducted from the employee’s paycheck.

Life Insurance

Each fulltime employee shall be covered under a group term life insurance program, with premiums paid by the Board. Said program shall provide a minimum death benefit of $30,000 and double for accidental death to the extent such accidental death coverage is available from the carrier involved. An additional equal amount may be purchased by the employee on a payroll deduction basis.
LEAVES OF ABSENCES

Leaves of absence are governed by the Collective Bargaining Agreement.

Association Leave

Six (6) days paid leave shall be provided to employees selected by the Association for the purpose of attending State and National Association meetings.

An additional five (5) days paid leave will be provided to employees selected by the Association to attend State and National Association meetings, provided the Association reimburses the District for the cost of the substitute.

Compensation for Unused Leave

Employees shall be compensated for unused sick leave on the following basis:

<table>
<thead>
<tr>
<th>Number of Sick Leave Days Used</th>
<th>Compensation</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>$140</td>
</tr>
<tr>
<td>0.5 – 1</td>
<td>$120</td>
</tr>
<tr>
<td>1.5 – 2</td>
<td>$105</td>
</tr>
<tr>
<td>2.5 – 3</td>
<td>$90</td>
</tr>
</tbody>
</table>

The bonus earned will be paid on August 15 following the contract year during which it was earned. Partial days will be rounded up to the nearest ½ day.

The following conditions apply to regular part-time employees: Any regular part-time employee who works fifty percent (50%) or more of a regular full-time assignment shall be eligible to receive the full benefits, and any regular part-time employee who works less than fifty percent (50%) of a regular Full-time assignment shall not be eligible to receive benefits under this provision. Benefits for part-time employees are also subject to the conditions set forth in paragraph (3) of this Section.

In the initial year of employment, pro-rate all leaves of absence based on the date the employee was hired:

(a) if the employee is hired on or before September 30, the full complement of leaves will be provided;
(b) if the employee is hired on or after October 1 but before January 1, three quarters of the complement of leaves will be provided;
(c) if the employee is hired on or after January 1, one half the complement of leaves will be provided.
STAFF REDUCTION PROCEDURES

Layoff Procedures

The Board shall first attempt to reduce staff by attrition. Attrition is defined to mean the death, retirement, or voluntary resignation of employees in the classification in which reduction is sought by the date specified by the Superintendent, or designee.

If the reduction of staff is not accomplished by attrition, then the Board may determine that one or more employees shall be laid off and the following system-wide procedure shall determine the order in which employees shall be laid off:

(a) The secretary/instructional assistant whose performance the preceding year did not meet the expectations of the District (overall unsatisfactory) shall be the first laid-off. Said performance would be based upon the written evaluation procedures.

(b) Employees who work four or less hours per day shall be laid off next. The order of layoff shall be by seniority.

(c) Employees who are on a probationary status (working within their first 90 days) shall be laid-off next.

(d) Employees who are not on probationary status but have not completed two (2) full years of service to the District shall be laid off next (after probationary 90-day employees). The order of layoff shall be at the discretion of the Superintendent or designee.

(e) When a secretary or instructional assistant must still be laid off following the invoking of Sections a, b, c, and d, the concept of "most qualified" will be used. When in the judgment of the Superintendent, or designee, employees have skills, abilities, qualifications, and evaluations which are judged to be equal, then the least senior employee will be laid off.

(f) No employee with thirteen (13) or more years of service to the District will be considered for lay off unless all other less senior employees in their group have been laid off.

(g) All instructional assistants and secretaries are to be considered as separate groups for necessary reduction.

(h) All secretaries will be considered as one group and will not be divided into categories.

(i) All instructional assistants will be considered as one group and will not be divided into categories.

(j) It shall be possible for instructional assistants to transfer to secretarial positions and secretaries to transfer to instructional assistant positions. Final selection of the most qualified individual shall be determined by the Superintendent or designee.

(k) When the Board determines that it is practical to do so, it shall reduce the staff of secretaries and instructional assistants by eliminating full positions (whether full-time or part-time) rather than by reducing the hour of employees. It is understood that this preference for the reduction of full positions is not a prohibition against the reduction of an employee’s hours.
Recall Procedures

Displaced continuing employees will be given priority for available positions over those who seek a voluntary transfer. This concept is intended to eliminate "bumping".

The official seniority list developed by the Human Resource Office will be used. Seniority will be based on total District service. Years of service with the District will be carried from secretary/instructional assistant or instructional assistant/secretary for seniority purposes if service has been uninterrupted.

The Superintendent, or designee, may exempt from the total reduction plan the following positions: instructional assistants for the hearing impaired, instructional assistants for the visually impaired, instructional assistants for ESL, and High School bookkeepers.

Employees who work four hours or less per day and who are laid off shall be eligible for recall only for positions of four hours or less in reverse order of layoff which the most senior employee returning first. All other provisions of this section shall apply.

Laid off employees will have recall rights for a period of twenty-four (24) months from the effective date of their layoff and will be entitled to be recalled to positions comparable to the position in which they were employed at the time of their layoff.

Those who are laid off will be called back in reverse order with the most senior person in the group returned first. All employees on recall will be returned before new employees are hired, as long as the former employee is considered qualified. Since qualification is such an important factor in determining secretarial and instructional assistant assignments, the principals and Human Resources Office shall be given the option to move people into jobs for which they are most qualified as long as all persons involved are in agreement.

An employee shall have only one opportunity to accept or reject an offer of recall, except that employees may reject an offer of recall to a job opening which is for a different number of hours of work or a different classification than the position in which the employee was employed at the time of layoff and still retain their recall rights.

A laid off employee shall be required to inform the Human Resources Office of his/her current address throughout the period of layoff. Human Resources shall provide notice of recall to the employee by certified mail to the current address on file, and the employee shall have seven (7) calendar days to accept or reject the offer by notifying the Human Resources Office in writing. An employee who accepts an offer of recall shall report for duty within twenty-one (21) calendar days of his/her receipt of notice of recall. Employees who fail to timely notify the Human Resources Office of acceptance of an offer or recall or who fail to timely report for duty shall forfeit their recall rights.

Relocation of Programs/Closing of Buildings

If employees are displaced because a building is closed or a program is relocated from one building to another, the District will devise a plan to assign the displaced employees.
TRANSFER PROCEDURES

Definition

A "transfer" is defined as the assignment of an employee to a different building or a different job classification.

Voluntary Transfers

Application for Voluntary Transfer

Employees who wish to apply for a transfer shall submit an application using the District's electronic application system on or before the closing date specified in the posting. Applications received by the Human Resources Office after the closing date may be considered but shall not be required to be considered.

Filling Vacancies

In the filling of vacancies, bargaining unit members will be considered before any outside applicant is hired. If the Superintendent, or designee, selects a current employee to fill the vacancy, then the position shall be awarded to the most qualified applicant. If the Superintendent determines that the applicants for the vacancy are equally qualified then the most senior applicant shall be awarded the position. If there is only one qualified applicant for the vacancy, that employee shall be awarded the position.

Posting

All vacancies will be posted on the District's website, and no vacancy shall be filled until the position has been posted for five (5) business days. Additionally, interested employees may receive vacancy information when vacancies occur, by calling 712-279-6692.

If a vacancy takes place during the school year, the District shall not be required to grant a transfer for one-on-one assistant if such a transfer would be detrimental to the child's interest. Employee may receive the transfer at the first day of the succeeding semester or school year which is mutually agreeable.

Time of Transfer

If a position becomes available and must be filled during the school year, the position will be awarded as set out above. The District may make the transfer effective immediately or may delay the effective date of the transfer to the first day of the succeeding semester or school year, or some other earlier date, if it determines that immediate transfer would disrupt the operation of the District.

Transfer Limitation

Employees who are awarded a position will not be eligible for transfer to another position for one contract year following the date on which they began service in the transferred position, unless the position into which they are being transferred is in a higher pay grade or is a six (6) hour position, or unless there is mutual agreement. This provision does not apply to employees who were involuntarily transferred into a position.
Involuntary Transfer

Administrative Decision

The decision to make an involuntary transfer shall vest in the judgment of the Superintendent, or his/her designee, based upon the needs of the District.

Meeting Prior to Transfer

If requested in writing by the employee, a meeting shall be held with the employee involved and the Superintendent, or designee.

Notice

When an involuntary transfer is anticipated for the forthcoming contract year, the employee shall receive notification as soon as practical.

In the event of an involuntary transfer during the contract year, the employee shall be given written notice at least five (5) calendar days prior to the transfer. However, if the employee is assigned to provide appropriate adult supervision to a student, the employee will be provided at least two (2) calendar days' notice prior to an involuntary transfer.

Priority in Reassignment

Prior to making an involuntary transfer, the District shall notify employees in the affected building that an involuntary transfer is to be made and that qualified employees may volunteer to be transferred. The term "qualified" shall mean that the employee possesses the skill level and special abilities required by the District. If a qualified employee working in the affected building volunteers, then the employee shall be transferred.

The provision relating to the use of employees who volunteer for transfer shall not apply to involuntary transfer made for disciplinary reasons.

Selection of Employees

If no qualified employee volunteers for transfer, then the following provision shall apply:

In making a voluntary transfer, if in the judgment of the Superintendent or designee, each employee in the affected building is deemed to be equally qualified, then the least senior employee shall be involuntarily transferred.
WAGES

Certification

Paraeducators who have achieved paraeducator certification and those employees with relevant 4-year degrees are paid an additional $.40/hour over and above base pay.

Secretaries with a four year degree in a secretarial related field like business will receive $.40 added to his/her regular hourly salary.

Temporary Transfers

If, in the absence of the regular secretary, an Instructional Assistant is assigned the duties of the secretary, the Instructional Assistant shall receive $1.00 per hour in addition to his/her regular rate of pay as of the first day on which he/she is assigned said duties.

Transfer within the District

When an employee is moved to a different column as a result of change in position, the salary for the new position shall be determined by moving laterally without change in level.

If an instructional assistant voluntarily transfers from Special Education position to a position at another school, which is not classified as Special Education, then the instructional assistant will be paid in Class A.
WORK YEAR

Work Year

The work year for ten (10) month secretaries shall be two hundred sixteen (216) days including two hundred one (201) workdays, ten (10) paid holidays, and five (5) paid vacation days as designated in the employee's calendar.

The work year for ten (10) month instructional assistants shall be one hundred ninety-five (195) days including one hundred eighty (180) workdays, ten (10) paid holidays, and five (5) paid vacation days as designated in the employee's calendar.

The work year for twelve (12) month secretaries shall be two hundred sixty (260) days including eleven (11) paid holidays.

If the building administrator requires the employee to work days(s) prior to the student's arrival or after the student's departure, the employee shall be paid his/her regular wages for each additional day or comp time may be agreed to if the employee chooses.

Each employee’s work year shall be designated by the building administrator and may include days immediately before the start of the school year for students, subject to the work year provided in this section. If the building administrator requests that an instructional assistant work immediately before the start of the school year for students, the assistant will be paid for the days worked and the assistant and the building administrator will mutually agree to unpaid time off for the equivalent number of days worked.
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EVALUATION PROCEDURES

Frequency of Evaluations

Employees will be evaluated by their supervisor at such frequency as the supervisor may determine, but not less than once each contract year.

Evaluation Form

The evaluation form will be determined by the Sioux City Community Schools.

Evaluation Conference

A conference regarding the evaluation will be held between the employee and the evaluator following the completion of the written evaluation. All evaluation reports will be placed in the employee’s personnel file. A copy signed by both parties will be given to the employee.

Employee Response

All evaluation reports will be placed in the employee’s personnel file. The employee has the right to respond to the evaluation report, and such response will become part of the evaluation report.
INSURANCE

The District Insurance Committee consisting of employees from all work groups will oversee and provide recommendations to the Board regarding plan design options.

The Board will provide a benefit equal to $845.30/month for insurance purposes for full-time employees who work an average thirty (30) hours or more per week.

Part-time employees working a minimum of four (4) hours per day shall receive a benefit equal to one-half of the amount listed above.

All full-time employees (working 6-8 hours/day and at least thirty (30) hours per week) will be provided the lowest medical insurance premium option, single dental insurance, and basic term life insurance. The difference between the monthly benefit amount and the Board provided insurance programs will be given to the employee to use for other insurance coverages, or to be given as a cash benefit. Any cost for insurance in excess of the benefit dollars will be deducted from the employee’s paycheck.
LEAVES OF ABSENCES

Leaves of absence are governed by the Collective Bargaining Agreement.

**Sick Leave**

Full-time regular employees shall be eligible to be compensated for unused sick leave if they have been employed for the entire school year and have used less than the number of sick days as outlined in the following schedule:

<table>
<thead>
<tr>
<th># of Days Used</th>
<th>Compensation</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 - .5</td>
<td>$115.00</td>
</tr>
<tr>
<td>More than .5 to 1.5</td>
<td>$100.00</td>
</tr>
</tbody>
</table>

**Union Activities**

Accredited delegates designated by the Union to attend established labor conventions may be granted time off without pay, if suitable substitutes can be provided. Request in writing not less than two weeks in advance shall be made to the Director of Operations & Maintenance, or designee for action at their discretion.
PROFESSIONAL DEVELOPMENT

The District will pay the license fee for the acquisition and renewal of a stationary engineer's license.
STAFF REDUCTION PROCEDURES

In the event of layoff and rehiring of employees, layoff shall be accomplished within the following categories: Part-time Building Technician, Building Service Technician I - III, Building Service Technician IV, IV.5, and V, Individual Crafts, Storeroom, and Maintenance Mechanics. Within such categories the order of layoff shall be as follows:

1. Temporary employees in the bargaining unit (Physical Operations Department).

2. Probationary employees (those within their first year of employment).

3. Regular employees in reverse of their seniority, provided that the senior employee has relatively equal or greater qualification, aptitude and ability to perform than the junior employee. Years of service in the Operations and Maintenance Department will apply to seniority if transferred to a new classification in the O & M Department.

4. Layoff notices to employees will be issued 60 days prior to the actual layoff date. A list of employees receiving layoff notices will be submitted to Local 234 for review 10 days prior to the date for mailing layoff notices. Layoff shall mean that an employee has been terminated because there are fewer employment positions.

In the event of a termination due to the lack of work in one of the aforementioned six classifications and the individual who is to be terminated has more seniority in another classification in which he/she has previously worked and is fully qualified to assume the duties of a position in another class, he/she may displace a less senior employee in that position.

In the event a building engineer/building level supervisor is to be transferred to a job requiring a license of higher requirements, he or she will be given one hundred twenty (120) days in which to obtain same. If the building engineer/building level supervisor does not obtain the required license in the allotted time, the Director of Operations and Maintenance, or designee has the option to continue the employee at their previous position pay rate until the license is achieved, or to hire someone else for the position. A determination of continued employment without the required license will be determined through evaluation of current District staffing needs and openings.
TRANSFER PROCEDURES

An employee shall have the opportunity to be awarded a new position as a result of a job bid only once during a 365 days period. ("Awarded" to mean when actually put in the job.)

If a job opening exists due to termination, retirement, death, etc., present employees who are qualified will be given an opportunity to be considered for the opening. Personnel shall be allowed to bid and be placed during the school year.

An employee who receives $600 or more in training costs as the result of a transfer to a new position and the employee requests and receives a transfer within a year from the date of his/her transfer, the District shall be allowed to recoup up to 50 percent (50%) of the total cost of its expenditure for training.

No employee shall receive a reduction in wages through a job posting unless one of the following conditions exists:

1. The posted job is a lesser paying job than the employee presently holds.
2. Employee wishes to change job classification or position which might be a lower rate.
3. Employee is not capable of holding a position because of health, medical and/or physical disability, but capable of holding a lesser paying position.
4. Full-time employees with a bid job shall have as a primary assignment their bid job. An employee may be required to work in an assignment other than their bid job.
UNIFORMS

Each employee shall receive free of charge, from the Sioux City Community School District, three sets of appropriate uniforms, as determined by the Director of Operations and Maintenance or designee, for the first year of employment. Each year thereafter all employees in the Operations and Maintenance Department shall receive two uniforms per year.
WORK DAY

Maintenance Employees shall be employed on the basis of a forty hour week, Monday through Friday from 5:30 A.M. to 6:00 P.M. Hours may vary and will be determined by the Director of Operations and Maintenance, or designee. It is understood and agreed that when any job, due to its nature or interference with the conduct of school, can better be done when school is not in session, employees may be required to work outside the regular working hours.

Employees shall be granted one 15-minute break in the morning, and a 15-minute break in the afternoon. The afternoon break must be taken at the job site (cannot leave work area). The break time is considered as total time from the duties of the individual.
# APPENDIX D
TRANSPORTATION

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</tr>
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EMPLOYEE EVALUATION PROCEDURES

Evaluation Form

The evaluation form will be determined by the Sioux City Community Schools.

Evaluation Conference

A conference regarding the evaluation will be held between the employee and the evaluator following the completion of the written evaluation. All evaluation reports will be placed in the employee’s personnel file. A copy signed by both parties will be given to the employee.

Employee Response

All evaluation reports will be placed in the employee’s personnel file. The employee has the right to respond to the evaluation report, and such response will become part of the evaluation report.

Frequency of Evaluations

Employees will be evaluated by their supervisor at such frequency as the supervisor may determine, but not less than once each contract year.
HEALTH AND SAFETY

Drug and Alcohol Clearinghouse

Bus Drivers will be required to grant consent to the District to perform all necessary queries to comply with the Drug and Alcohol Clearinghouse 382.701. Failure to grant consent could result in discipline, up to and including termination.

For more information, see Board Policy 439.09 and AR439.09 – Drug and Alcohol Testing Program.

Drug Testing

Employees will be paid for all time required to comply with the drug testing laws and will be paid mileage if they drive their personal vehicle to and from the drug testing site.
INSURANCE

Regular full time bus drivers shall be defined to mean those drivers who are regularly employed for thirty (30) or more hours per week.

The District will provide group term life insurance for all regular full-time school bus drivers in the amount of $25,000. If the insurance carrier so agrees, the employee shall have the option of purchasing an additional equal amount of term life insurance.

Bus drivers who regularly work at least twenty (20) hours per week but less than thirty (30) hours per week, may elect Basic Term Life benefits with the District contributing 50% of the premium. Supplemental Term Life benefits are also available on a payroll deduction basis.

The District will pay $385.00 per month toward the health and drug insurance premiums for a school bus driver who works at least a minimum of twenty (20) hours per week, and less than thirty (30) hours per week on a regular basis.

The District will pay $510.00 per month toward the health and drug insurance premiums for drivers who work thirty (30) hours or more per week.

The District will pay 100% of the premium for dental and basic life insurance for drivers who work thirty (30) hours or more per week.

Twelve month dispatchers will receive a District contribution of $643.50 per month for employees who elect single health care coverage or $763.50 per month for employees who elect family health care. This monthly contribution will be used to offset costs of major medical insurance. The difference between the District contribution and the cost is paid by the employee. Twelve month employees are required to elect, District paid dental, and basic term life insurance.

Eligibility will be figured on October 1 for the first semester and February 1 for the second semester. These two days will be the only dates during the year when a driver’s name may be added or deleted in regards to eligibility for the insurance program. Eligibility will be determined on regular assigned runs. New members added to regular permanent runs will be added on the first of the month following their employment date.
LEAVES OF ABSENCES

Leaves of absence are governed by the Collective Bargaining Agreement.

Attendance Bonus

The purpose of the attendance bonus is to reward regular bus drivers and dispatchers who work the entire school year and have an excellent attendance record. The District will pay the attendance bonus during the months of July or August, based on the employee’s attendance record from the opening day of school through the final calendar day. Only sick leave is involved in the attendance bonus payment. This is a plan for regular drivers (those driving three or more hours per day for 51% or more of the school year) and dispatchers. Drivers with three (3) hours or less per day will not be eligible for consideration. A partial sick day shall count as a day.

Regular Employees:

- No absence due to illness ............................................. $250.00 bonus
- One day absence due to illness ...................................... $150.00 bonus
OUT OF TOWN SPECIAL TRIPS

The District will pay for the cost of lodging up to $90.00 when the driver is asked to drive a special trip in excess of 12 hours. The drivers shall receive preapproval from Director of Operations and Maintenance, or designee. Room charges and applicable hotel taxes and fees only should be charged to a District credit card, and must be reflected as such on an itemized hotel receipt.

The District will reimburse drivers for meals on special trips exceeding eight hours or more. Reimbursement will not exceed $55.00 within 24 hours and will not exceed $10.00 for breakfast; $15.00 for lunch; and $30.00 for dinner. All reimbursements must include itemized receipts and must be submitted to the Director of Operations and Maintenance, or designee.
PHYSICAL EXAMINATIONS

The District shall pay 100% of the cost of the State required physical examination, to include all required shots and tests. The District shall select the medical provider.
STAFF REDUCTION PROCEDURES

When necessary to reduce employees, lay-offs shall be in reverse order of seniority, if skill, ability, driving record and qualifications of work are equal. Dispatchers shall be considered in a separate classification for purposes of staff reduction.

When regular force of bus drivers are increased, former bus drivers of the District who were laid off in accordance with the provisions of this section shall be offered re-employment in reverse order in which they were laid off; provided that this Employee Handbook or any renewal, amendment or extension thereof is still in effect and no more than two (2) years have elapsed since their lay-off.

When a lay-off exceeds sixty (60) days, the person offered re-employment under the provisions of this section shall pass a physical examination, if required by management, conducted by a doctor selected by the District, and such person shall be subject to the then existing conditions of employment of the District.

In the re-employment of personnel as provided in this section the following procedure will be followed:

1. The District will attempt to notify each person to be re-employed to report for work by certified U.S. Mail (return receipt requested). Such letter shall be directed to the last known address of such person. By so doing, the District shall have discharged its obligations under this section. Employees who were laid off must keep the District supplied with a correct and up-to-date mailing address or risk forfeiture of their seniority and re-employment rights.

2. Persons notified must report for work within ten (10) days after the date of the mailing of the letter, or lose their seniority and re-employment rights; however, this ten (10) day period may be extended under certain conditions mutually agreeable to by both the employee and the District.
TRANSFER PROCEDURES

Definitions

The “voluntary transfer” is defined as an employee initiated movement to a new or vacant job.

An “involuntary transfer” is defined as a District initiated movement to a different job (new, current, or vacant).

A “vacancy” exists when the District declares a job open and is defined exclusively by the District.

A “job” is defined as an A.M. or P.M. route or the combination of more than one route for the position (job).

Dispatcher Positions

Procedures for posting open dispatcher positions shall follow the same rules as outlined in Regular Routes, except that the posting shall be open for a period of seven (7) calendar days. The District shall post open dispatcher positions and employees shall have the right to apply for such openings. The District shall first consider qualifications of the applicants. If qualifications are equal, the applicant with the greatest seniority shall be awarded the position.

Flex Positions

Employees who apply for open flex positions (positions where there is no specific permanent route assigned) will be considered ineligible for such position if they have been absent from work an average of five (5) days in the prior three school years. For those who have worked fewer than three years the average will be calculated based upon the years worked.

Involuntary Transfers

The Supervisor may reassign jobs of any kind if necessary to alleviate a disciplinary problem, or in a case of realignment or reduction in force, etc. Such an involuntary transfer shall not be made arbitrarily and capriciously. When vacancies are created by involuntary transfer said vacancies shall be bid as indicated above.

Mid-Year Vacancies

Such vacancies as declared and defined by the District of which it desires to fill on a permanent basis during the school year, will be posted within ten (10) working days after the job is declared vacant. Bidding will be open for three (3) working days. Jobs will be awarded within ten (10) working days after bidding is closed. The effective date of such new job assignments may be delayed for lack of drivers or other legitimate reasons.

Employees desiring consideration for transfer shall file a written transfer request with the supervisor within the posting period. The District shall fill such vacancies on a seniority basis among those voluntary requests for transfer; however, the voluntary transfer may be denied to an employee whose performance record is such that the employee is not a good match for the position in the opinion of the District. An example would be an employee who has had previous
disciplinary problems with students and the particular job is one wherein the employee’s ability to handle disciplinary problems is important. Such voluntary transfer requests shall not be denied for arbitrary and capricious reasons.

An employee transferred shall have a five (5) working day trial period in the new position. After five (5) working days, the employee may remain in the new position or return to the employee’s former position.

**Regular Routes**

(Regular Routes - A.M. and P.M.; and all mid-day routes should be covered by this process).

For bidding all jobs, all routes shall be posted seven calendar days prior to the date of bidding. Bidding will occur on the day of the initial bus drivers’ meeting, at the end of this meeting. Each job shall consist of at least one route and shall not be less than two hours in length. Some jobs may consist of a combination of A.M. and P.M. routes. Employees will be able to bid on these jobs and the bidder with the most seniority shall have the first bid. Bidder with the second highest seniority will have the second bid and this process shall continue until all jobs have been filled. If a job originally bid as less than thirty (30) hours becomes a job of thirty (30) hours or more on a regular basis, the job will be posted for bid. Management may assign a temporary driver to the job for a period of two (2) weeks to verify the actual hours of the job prior to posting. A driver who is displaced from his/her job as a result of this procedure will have the right to displace the least senior driver whose job is for the same number of hours as the job from which the employee was displaced. If a job is reduced from thirty (30) hours or more to less than thirty (30) hours, the affected driver will have the right to displace the least senior driver whose job is for thirty (30) hours or more.

The Director of Operations & Maintenance or designee may reassign jobs per the involuntary transfer procedure when necessary.
# APPENDIX E
## FOOD SERVICE

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EMPLOYEE EVALUATION PROCEDURES

Evaluation Form

The evaluation form will be determined by the Sioux City Community Schools.

Evaluation Conference

A conference regarding the evaluation will be held between the employee and the evaluator following the completion of the written evaluation. All evaluation reports will be placed in the employee’s personnel file. A copy signed by both parties will be given to the employee.

Employee Response

All evaluation reports will be placed in the employee’s personnel file. The employee has the right to respond to the evaluation report, and such response will become part of the evaluation report.

Frequency of Evaluations

Employees will be evaluated by their supervisor at such frequency as the supervisor may determine, but not less than once each contract year.
FOOD SAFETY

Personal Hygiene

High standards of personal hygiene are required to safeguard the quality of food preparation, delivery, and serving. All food service employees must wear the required uniform. The uniform consists of a maroon shirt with logo, hairnet plus cap or visor with logo, apron with logo, jeans, shorts, solid colored chef pants, or capris. The color of the jeans, shorts, chef pants and capris should be complimentary to the maroon shirt. Shorts must not be more than 4” above the knee. Shoes must be the approved safety soled. All food service employees will be informed and must be familiar with the Siouxland District Health Department requirements.

- Jewelry (including piercings, bracelets, necklaces, rings – with the exception of a wedding ring) should not be worn.
- Restrain hair into a ponytail, cap or hairnet. All food service employees must wear a hairnet, plus a hat or visor.
- Good personal hygiene habits are required.
- Keep fingernails clean and trimmed. Nail polish and/or artificial nails are prohibited.
- Do not chew gum, eat, or drink in the work area.
- Use gloves, tongs, and utensils when serving food.
- Wash hands and exposed portions of arms with soap and warm water as needed, but especially:
  - before handling food
  - after handling raw meat
  - after handling toxic chemicals
  - after handling money or soiled dishes
  - after using a tissue
  - after handling garbage
  - after touching your face
  - after using the restroom
  - after smoking, eating, or drinking

Safety

Sioux City Community Schools is committed to the safety of all staff and students and complying with the requirements of the Occupational Safety and Health Act of 1970. It is the policy of this school district to assume, in so far as possible, that every employee have a safe and healthful place in which to work. Employees are encouraged to recognize their responsibilities for a safe work environment.

As a part of the food service safety program, safety shoes or slip on safety rubbers must be worn at all times. Pre-approved shoes includes:

- Tredsafe at Walmart
• Safe-T-Step at Shopko/Payless
• Dickies at Bomgaars
• Skechers (no skid) at Shoe Carnival or Fleet Farm
• New Balance (no skid) at Rudolph’s
• Shoes for Crews through Central Kitchen mail order
• SureGrip at Famous Footwear
• Safetrax through Kmart online
• Reebok through SR MAX online

**ServSafe Food Protection Manager Certification**

Each school site food manager must complete and pass the ServSafe Food Protection Manager Certification Examination within four (4) weeks of his/her hire to the site manager position.
FOOD SERVICE PROGRAM

Meals for Staff

Depending on enrollment, each school receives 3-5 extra meals for emergencies. These are available for food service staff only if they are not needed for the students. These meals are available after the last group of students have been served. Meals should not be ordered for food service staff in the schools. In the secondary schools, only the items offered on the reimbursable (type A) menus are available for food service staff. Items from the snack line may be purchased by the employee.

Food (if leftovers remain) may be eaten only in designated areas after serving, cleaning up, and clocking out.

Food service staff must not take food from the building for their personal use. Leftover food after all persons have been served, that cannot be legitimately used or kept for later use, must be put in the garbage.

Procedures

Work should be arranged efficiently and effectively. On a daily basis, remove tape, wipe and return all containers, pans, lids, etc. to Central Kitchen used for transporting food. Food service staff in elementary buildings must rotate their jobs on a regular basis. Cross training is necessary which includes operating Web Smart programs. Please refer to the elementary/secondary job descriptions for further guidelines.

Cell phone use is prohibited during working hours. Cell phones may be accessible during break/lunch time or after hours. Discuss with the supervisor in advance of any emergency situations.

Food service items, such as bowls, platters, trays, pots, pans, napkins, serving utensils, spoons, etc., are not to be used for the classroom, teacher's lounge, or office. They are for the food service program only.
Administration of Insurance Programs

The Board will provide full time food service workers (working 6-8 hours/day) and at least thirty (30) hours per week with $701.50/month to be applied to the District’s medical and prescription insurance. An additional $75/month is provided for family medical and prescription coverage. Dental insurance and basic term life insurance is also provided by the Board.

Part-time employees working a minimum of four (4) hours per day shall receive $350.75/month to be applied to the District’s medical and prescription insurance. The Board will provide 50% of the premium for dental insurance and basic term life.

Employees may also purchase family health, dental, vision, long term disability, and supplemental life insurance coverage and will be required to pay the appropriate premiums for such elections.
LEAVE OF ABSENCES

Absence Procedure

Attendance is crucial to the success of the food service program. When an absence is necessary, food service employees must call in for each day (NO TEXTING) the absence and reason for absence to the Central Kitchen secretary at 712-279-6860 between the hours of 6:45 - 7:30 AM. Principals and/or lunchroom managers should also be notified of the absence. Employees working the breakfast program are responsible for finding their own subs, that sub information must be reported to the Food Service secretary.

Complete all leave requests online, and send to the Central Kitchen Office for the Food Service supervisor to sign. Please submit the time off request as soon as possible with all requested information completed. Prior approval will be required on all requests to start late or to leave early from a shift.

If the employee is on a long-term absence, the employee is responsible for notifying Central Kitchen the return to work date. The employee is responsible for filling out the appropriate form when returning to work. Every effort should be made to schedule routine doctor, dental, and other appointments around working hours.

Bereavement

A leave of not more than five (5) days with full pay, will be granted in case of a death in the immediate family. Immediate family will be limited to the following relatives: parent, parent-in-law, child, wife, husband, brother, sister, and/or member of the household of the employee.

A leave of not more than three (3) days, with full pay, will be granted in the event of the death of a son-in-law or daughter-in-law.

A leave of not more than two (2) days, with full pay, will be granted in the event of the death of a grandchild.

A leave of not more than one (1) day, with full pay, will be granted in the case of a death of the following relatives to include: grandparent, grandparent-in-law, brother-in-law, sister-in-law, uncle, aunt, nephew, niece or first cousin, except if such relatives are members of the household of the employee---then three (3) days of paid leave will be granted. Additional unpaid leave may be granted if requested. When filling out the form, include the name and relationship to you.

In the event of the death of a fellow employee or student of the Sioux City Community School District, the superintendent or designee shall grant sufficient time to attend the funeral to such number of employees as the superintendent deems appropriate.
Compensation for Unused Leave

Full Time employees shall be compensated for unused sick/personal leave on the following basis:

<table>
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<tr>
<td>0 Sick and 0 Personal</td>
<td>$90</td>
</tr>
<tr>
<td>1 Sick or 1 Personal</td>
<td>$80</td>
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<tr>
<td>1 Sick and 1 Personal</td>
<td>$70</td>
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The bonus earned will be paid in the month of July.

Deduct Days

Days without pay shall not exceed more than four per school year unless approved by the Food Service supervisor. The time off request form must be completed with a reason for your deduct request. If more than four days are taken without just cause, employment may change to substitute status. Deduct days are to be used only if necessary, not to be used as vacation days. Vacations should be scheduled/planned during the times of year that school is not in session or during the summer months when off work. Deduct days will not be allowed or approved for mandatory meetings, the first two weeks of school in the fall, or the last two weeks of school in the spring. This also includes the days before or after holidays.

Emergency Leave

Permanent employees may be granted one (1) day of paid leave per year due to emergency cause. Said leave is dependent upon the Food Service supervisor’s approval. Emergency leave is intended to provide leave with full salary in case of serious emergency that prohibits the employee from working on a particular day. Emergency leave is not intended to be for personal business or in situations where other solutions can be arranged. Emergency business must be of a critical nature and such that it cannot be conducted at any other time other than during school hours. This should be applied for in advance, when possible.

Holidays

The Board of Education will provide paid holidays to those who are eligible. Food Service employees must work the day before and the day after the holiday break to be eligible for the holiday pay. Paid holidays are as follows:

- Labor Day (1)
- New Year’s (2)
- Thanksgiving (2)
- Spring Break (1)
- Winter Break (2)
- Memorial Day (1)

Employees working the summer program shall also have the following paid holiday:

- July 4 (1)
Inclement Weather

Occasionally it is necessary for the District to dismiss school early due to the weather conditions. If this takes place during regular working hours, employees are to remain on duty until released by their supervisor. If school is cancelled due to weather, employees do not need to report to work. If cancellation occurs after your scheduled work time, you will be paid for the hours you have worked. Kitchen Managers are required to report on time for late start, unless notified by their supervisor.

Leave for Family Hospitalization

A paid leave of not more than two (2) days will be granted the employee in each case for members of his/her immediate family who are hospitalized. Same day surgery is covered under this provision but should not exceed one day. Oral surgery is exempt from this provision. For this purpose, other immediate family shall be limited to parent, child, spouse, brother, sister, grandchild or any member of the regular household of the employee. This leave does not apply to routine tests or doctor visits in a hospital setting. Only one (1) leave of not more than two (2) days will be granted for repeated hospitalization for the same person for the same general condition, not to exceed two times per family per employee. Employee must provide written proof, if requested.

Personal Leave

Employees shall be granted one (1) paid personal leave day per school year. This can be used as ½ day, ¾ day, etc. This must be applied for five (5) days in advance of the requested day. Should an unusual number of personal leave requests occur on one-day causing staffing problems, the Food Service supervisor shall have the discretion to grant only those requests for which adequate substitutes may be obtained. No personal leave shall be granted for the day immediately preceding or the day immediately following a holiday or for the day immediately preceding the commencement of vacation or the day immediately following the end of a vacation period. Personal leave does not accumulate, nor will it be allowed or approved for the first two weeks of school in the fall and/or the last two weeks of school in the spring.

Sick Leave

All full time, 12 month employees who work 6-8 hours per day are provided 17 days of annual sick leave accumulative to 130 days. All full time ten (10) month employees are provided 15 days of annual sick leave accumulative to 130 days. All part-time employees shall be provided 15 sick leave days prorated to the actual time worked. Maximum accumulated days is 130 plus the 17 annual sick leave days. (Excessive use of sick days could result in having to provide a doctor’s note for each incident). Illnesses that results in a three (3) day absence will require a doctor’s note.

Two (2) sick days may be used to provide care and attention to a member of the employee’s immediate family. For this purpose, immediate family shall be defined as: husband, wife, mother, father, brother, sister, child or a member of the employee’s household.
Vacations

In order to encourage 12 month employees to use their vacation time the maximum number of vacation days that may be carried over from one year to another is five (5). All vacation days, except five (5) days, must be used by July 31 of the next contract year. Vacation time is earned by 12 month food service employees according to the following schedule:

- 1 week (5 days) after the first full year
- 2 weeks (10 days) after 2 full years
- 3 weeks (15 days) after 8 full years
- 4 weeks (20 days) after 15 full years
- 5 weeks (25 days) after 25 full years
WORK DAY

Hours of Work

Food service staff will work on all days that meals are served in the schools. The Food Service supervisor may also schedule additional preparation/cleaning days before the opening of school and/or throughout the school year.

The number of payroll hours allowed in each building will be established by the Food Service supervisor based on the total lunch participation in that building. Hours will be assigned to each employee based on the lunch participation and routine schedule of work duties. If participation decreases, a reduction in hours may become necessary. Due to the nature of the food service operation, work schedules of employees may vary from time to time. Employees cannot make up hours on another day. Each employee is responsible for his or her own time and cannot clock others in or out.
# APPENDIX F
## ADMINISTRATOR

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EMPLOYEE EVALUATION PROCEDURES

Evaluation

Evaluation is recognized as a vital part of the District’s program for improvement. All administrators are to be formally evaluated every year.
INSURANCE

Insurance

The Board shall provide a benefit equal to $1,275 per month. The Board will use the benefit amount to pay the following group insurance programs for full-time employees: the lowest medical insurance premium option, single dental, and employee basic life insurance. The difference between the monthly benefit amount and the Board provided insurance programs will be given to the employee to use for other insurance coverages or to be given as a cash benefit. If the Board provided insurance programs are not selected, that benefit amount is not available for the cash benefit and will be forfeited. The administrator may also participate in and pay premiums for Long Term Disability insurance, which is based on yearly salary. The District Insurance Committee, consisting of employees from all work groups, will oversee and provide recommendations to the Board regarding plan design options.
LEAVE OF ABSENCES

Bereavement

A paid leave of not more than five (5) days within any five (5) day consecutive day contract period will be granted in case of a death in the immediate family of the employee.

A paid leave of not more than three (3) days will be granted in the event of the death of a son-in-law, or daughter-in-law.

A paid leave of not more than one (1) day will be granted in the case of a death of the following relatives of the employee, including: grandparent, grandparent-in-law, grandchild, brother or sister-in-law, uncle, aunt, uncle-in-law, aunt-in-law, nephew, niece, or first cousin, except if such relatives are members of the employee’s household in which case the provisions of the second paragraph shall apply (three days). Individual administrators may request additional time in unusual circumstances from the Superintendent. Similar to emergency leave, bereavement leave must have written approval from the employee’s supervisor, but verbal approval later reduced to writing is acceptable.

Emergency Leave

Each administrator may be granted one day of paid leave per year due to an emergency cause. Said leave is dependent upon the Superintendent’s or designee’s approval. Emergency leave must have prior written approval when possible, but verbal approval later reduced to writing is acceptable.

Extended Unpaid Leave

An employee who has exhausted sick leave available shall be granted a leave of absence without pay up to one year because of personal illness or disability. The District shall continue to pay premiums for medical insurance, term life insurance and dental insurance for the duration of said leave, but not beyond 12 months in all events.

Holiday

Twelve month administrators and ten month administrators will receive the following holidays:

- Labor Day (1)
- Thanksgiving Day (2)
- New Years (2)
- Memorial Day (1)

Twelve month administrators will additionally receive the following paid holiday:

- Independence Day (1)
**Paid Leave for Family Illness – Hospitalization**

A paid leave of not more than two (2) days will be granted in each case where a member of the immediate family is hospitalized. “Immediate family” shall be limited to spouse, parent, child, brother, sister, or any member of the employee’s household. Only one paid leave of not more than two (2) days will be granted for repeated hospitalization for the same person for the same general condition. Leave will be limited to situations where the immediate family member is admitted as a hospital patient.

**Other Unpaid Leaves**

Employees may request other forms of unpaid leave including professional leave, religious leave, military leave, and such requests shall be considered by the Superintendent or designee on an individual basis.

**Paid Personal Leave**

An administrator shall be granted two (2) days of paid personal leave each year. A request for personal leave must be submitted to the employee’s supervisor five (5) days in advance of the date taken.

**Paid Sick Leave**

Twelve-month employees shall receive 17 paid sick leave days per year. Ten-month employees shall receive 16 paid sick leave days per year. Employees shall be granted sick leave in the case where the employee’s personal health condition prohibits them from adequately functioning in their position. Sick leave shall be recorded on the employee’s building or departmental payroll time sheet. Up to seven (7) paid sick leave days per year may be used to care for an immediate family member. Maximum accumulated sick days are 130 plus the 16 or 17 annual sick leave days.

**Paid Vacations**

All 12-month administrators shall have 25 paid vacation days per year starting July 1st. Vacation time will be available upon hire, and will be pro-rated based on days worked the first year. All vacation days, except five (5) days, must be used by July 31st of the next contract year. A maximum of five (5) carryover days may be accrued (total of 30 maximum vacation days in a contract year). Requests for vacation days must be approved by the employee’s supervisor prior to the vacation.
PROFESSIONAL DEVELOPMENT

Dues Contribution

The District shall contribute to annual dues for Administrators to go toward membership in professional organizations. This amount is not to exceed $650.
WAGES

Doctorate/Educational Specialist Pay

Employees beginning the contract year with a Doctorate degree shall receive an additional $2,600 as salary to be paid over the contract period. Employees beginning the contract year with an Educational Specialist degree shall receive an additional $1,170 as salary to be paid over the contract period.
# APPENDIX G

## ASSOCIATE PROFESSIONALS

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EMPLOYEE EVALUATION PROCEDURES

Evaluation

Evaluation is recognized as a vital part of the District’s program for improvement. All associate professionals are to be formally evaluated every three years. It is recommended that all new employees be evaluated formally in their first year of employment.
Insurance

The Board shall provide a benefit equal to $1,040 per month. The Board will use the benefit amount to pay the following group insurance programs for full-time employees who work an average 30 hours or more per week: the lowest medical insurance premium option, single medical, single dental, and employee basic term life insurance. The difference between the monthly benefit amount and the Board provided insurance programs will be given to the employee to use for other insurance coverages or to be given as a cash benefit. The District Insurance Committee consisting of employees from all work groups will oversee and provide recommendations to the Board regarding plan design options.
LEAVE OF ABSENCES

Absence without Pay

The Superintendent or designee may authorize an absence without pay. For such absences, deductions from the employee’s salary will be made in accordance with the District’s pay deduction regulations. The employee shall make application for authorization in advance. Length of service and the purpose of the absence, as well as the number of previous requests, shall be factors in the decision as to authorization. Involuntary absence not heretofore provided for may be excused. The employee shall make application immediately for excuse for such absence; the deductions in salary shall be made unless such deductions are specifically waived.

Bereavement

A leave of not more than five days, with full pay, will be granted in case of a death in the immediate family of the associate professional employee; said immediate family to be limited to the following relatives: parent, parent-in-law, child, spouse, brother, sister, or any member of the household of the employee. A leave of not more than three days, with full pay, will be granted in the event of the death of a son-in-law, daughter-in-law, or grandchild.

A leave of not more than two days, with full pay, will be granted in the case of a death of the following relatives of the employee, including: grandparent, grandparent-in-law, brother or sister-in-law, uncle, aunt, uncle-in-law, aunt-in-law, nephew, niece, or first cousin, spouse’s uncles, aunts, nieces and nephews, except if such relatives are members of the household of the associate professional employee, then three days with full pay shall be granted.

In the event of the death of a fellow employee or student in the Sioux City Community School District, the Superintendent or designee shall grant sufficient time to attend the funeral to such number of employees as the Superintendent deems appropriate.

A leave of one day with full pay (to be used in hourly increments) will be granted to attend the funeral of friends or relatives not covered in items above. Written request must be made to the supervisor 48 hours in advance of the leave, if possible.

Emergency Leave

Each full-time associate professional employee may be granted one day of paid leave per year due to emergency cause. Said leave is dependent upon the Superintendent’s or designee’s approval. Emergency leave is intended to provide leave with full salary in case of a serious emergency that prohibits the employee from working on a particular day. Emergency leave is not to be used for personal business or in situations where other solutions can be arranged. Emergency business must be of a critical nature and such that it cannot be conducted at any time other than during work hours. Requests for emergency leave are to be approved in advance whenever possible. Such requests are to be submitted to the appropriate administrator in writing on the form provided. In the event of an emergency that prohibits prior approval, permission may be secured by telephone or in person and then followed by a written request within five days of the staff member’s return. Emergency leave is not deducted from sick leave.
**Extended Leave**

An employee who has exhausted sick leave available shall be granted a leave of absence without pay up to one year because of personal illness or disability. The District shall continue to pay premiums for medical insurance, term life insurance and dental insurance for the duration of said leave, but not beyond 12 months in all events.

**Holiday**

The School Board will provide paid holidays to those who are eligible for the following:

- Independence Day (1)
- Labor Day (1)
- Thanksgiving Day (2)
- Winter Holidays (2)
- New Years (2)
- Spring Holidays (2)
- Memorial Day (1)

The two spring holidays are selected to correspond with the Spring break and/or Good Friday.

**Leave for Family Illness – Hospitalization**

A leave of not more than two (2) paid days will be granted to an employee where a member of his/her immediate family is admitted to a hospital overnight, or for out-patient services, or is admitted for same day surgery. For this purpose, immediate families shall be limited to spouse, parent, child, brother, sister, grandchild, or any member of the regular household of the employee. Only one leave of not more than two days will be granted for repeated hospitalization for the same person for the same general condition.

**Medical Leave for Employee**

For a personal medical condition which has resulted or will result in the employee’s absence from work for a period of greater than two weeks, the employee shall provide a medical release form from the employee’s physician. When a medical condition requiring the employee’s absence is known to the employee prior to the leave, the doctor’s release shall estimate the beginning and ending dates of the leave.

**Personal Leave**

Employees shall be granted two days of personal paid leave per school year. Personal leave may be used in the following increments: one day, or one-half (½) day. Personal leave may be used in quarter-day increments only for the purpose of attending elementary or secondary school functions for the employee’s child. Any employee desiring personal leave shall submit a request in writing at least five days in advance of the requested leave day. Personal leave shall be non-accumulative. Personal leave can be used before or after a holiday.
Predetermined Temporary Disability Leave

Except as hereafter modified, all policies, rules and regulations applicable to employees who are granted sick leave shall be applicable to employees applying for predetermined temporary disability leave, to the extent of an employee’s accumulated earned sick leave and shall be paid only during the time of medical confinement which shall be the time medically indicated up to termination and recommencement of duties.

An employee shall notify their supervisor or designee as soon as the necessity for taking sick leave becomes known to the employee.

Following a predetermined temporary disability leave, the employee shall furnish a statement from his/her physician setting forth the date that he/she became incapacitated due to personal illness and unable to perform their normal duties, and the date that such incapacity terminated. Sick leave benefits, to the extent of accumulated sick leave earned, shall be paid only for such period of incapacity.

The determination of whether and/or when the employee is capable of returning to work following the predetermined temporary disability shall be made in consultation with the employee, the Superintendent or designee, and the employee’s physician, and may also be in consultation with a physician of the District’s own choosing.

A leave of absence beyond the time of incapacity described above shall be granted or denied without salary or sick leave benefits in the same manner and for the same reasons as leaves of absence granted to all employees.

Religious Holidays

Any employee whose recognized religious affiliation requires the observation of recognized religious holidays of the employee’s faith, other than those scheduled in the school calendar, shall be excused by the Superintendent or designee, for said religious holidays. Religious leave shall be on a non-paid basis.

Severe Weather Days

Occasionally it is necessary for the District to cancel school due to weather conditions. If this takes place during regular duty hours, associate professionals are to remain on duty until dismissed by the Superintendent or designee.

When it is necessary to dismiss due to weather or other conditions, the Superintendent shall dismiss employees. If the decision is made to cancel school due to snow or ice for the day, the ESC will be closed. If the decision is made to have a two hour late start due to snow or ice, the ESC will also have a two hour late start. However, on the rare occasions when we have a two hour late start or student cancellation day only due to temperature, the associate professionals will report on time, unless dismissed by the Superintendent or designee. A Blackboard call is sent to all staff alerting them of the decision.
**Sick Leave**

All full-time, 12 month associate professionals are entitled to 17 days of annual sick leave accumulative to 130 days. Maximum accumulated sick days are 130 plus the 17 annual sick leave days. Sick leave will be available upon hire, and will be pro-rated based on days worked the first year.

**Sick Leave Use Options**

Sick leave shall be used for the employee’s own personal illness, which does not allow the employee to be present at work. Five (5) sick leave days per year may be used to care for immediate family members (limited to spouse, son or daughter, mother, father, parent-in-law, brother, sister or other member of the employee’s household). One (1) sick leave day per year may be used for attending a funeral not covered under Bereavement (may be used in hourly increments).

**Vacations**

In order to encourage 12 month employees to use their vacation time the maximum number of vacation days that may be carried over from one year to another is five (5). All vacation days, except five (5) days, must be used by July 31 of the next contract year. Vacation time is earned by 12 month associate professional employees according to the following schedule:

- 3 weeks (15 days) the first year
- 4 weeks (20 days) after 10 full years
- 5 weeks (25 days) after 20 full years

Vacation time will be available upon hire, and will be pro-rated based on days worked the first year.
PROFESSIONAL DEVELOPMENT

In-service Training

It is recognized that in-service training is an important and integral part of the continuing improvement of skills. Provisions should be made each year for the furthering of these various areas of proficiency. Associate professionals are encouraged, at the discretion of their supervisor, to attend workshops or seminars that will enhance and improve their skills.
Hiring and Placement of Employees

The Director of Human Resources and the supervisor of the area where an opening exists shall be responsible for the selection of employees for open positions.

Method of Payment

Salaries shall be paid on a monthly basis.

Payroll Deductions

Upon appropriate written authorization from an employee, the Board shall deduct from the salary of any employee and shall make appropriate remittance for annuities, credit union, savings bonds, charitable donations, insurance or any other plans or programs approved by the Board.
**WORK DAY**

**Duty Hours**

Employees who are assigned full-day, full-week schedules normally work eight hours each workday, or a total of 40 hours each week. Individual assignments may vary. Most ESC employees work 8:00 AM to 5:00 PM or from 7:30 AM to 4:30 PM with a one hour lunch period.

**Lunch Periods**

All full-time associate professional employees are provided a 60-minute lunch period. Lunch periods are non-compensated time and are not included in regular duty hours. Lunch periods should be coordinated so that the office is adequately staffed.
# APPENDIX H

## EMPLOYEES SUPPORTING SPECIALTY PROGRAMS

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EMPLOYEE EVALUATION PROCEDURES

Evaluation

Evaluation is recognized as a vital part of the District’s program for improvement. All employees supporting specialty programs are to be formally evaluated annually. It is recommended that all new employees be evaluated formally in their first year of employment.
Insurance

The Board shall provide a benefit equal to $832 per month to all full-time employees working 30 hours or more per week. The Board will use the benefit amount to pay the following group insurance programs for full-time employees: the lowest medical insurance premium option, single dental, and employee basic term life insurance. The difference between the monthly benefit amount and the Board provided insurance programs will be given to the employee to use for other insurance coverages, or to be given as a cash benefit. The District Insurance Committee consisting of employees from all work groups will oversee and provide recommendations to the Board regarding plan design options.
LEAVE OF ABSENCES

Absence without Pay

The Superintendent or designee may authorize an absence without pay. For such absences, deductions from the employee’s salary will be made in accordance with the District’s pay deduction regulations. The employee shall make application for authorization in advance. Length of service and the purpose of the absence, as well as the number of previous requests, shall be factors in the decision as to authorization. Involuntary absence not heretofore provided for may be excused. The employee shall make application immediately for excuse for such absence; the deductions in salary shall be made unless such deductions are specifically waived.

Bereavement

A leave of not more than five days, with full pay, will be granted in case of a death in the immediate family of the employee supporting specialty programs; said immediate family to be limited to the following relatives: parent, parent-in-law, child, spouse, brother, sister, or any member of the household of the employee. A leave of not more than three days, with full pay, will be granted in the event of the death of a son-in-law, daughter-in-law, or grandchild.

A leave of not more than two days, with full pay, will be granted in the case of a death of the following relatives of the employee, including: grandparent, grandparent-in-law, brother or sister-in-law, uncle, aunt, uncle-in-law, aunt-in-law, nephew, niece, nephew-in-law, niece-in-law or first cousin, except if such relatives are members of the household of the employee supporting specialty programs, then three days of paid leave will be granted.

In the event of the death of a fellow employee or student in the Sioux City Community School District, the Superintendent or designee shall grant sufficient time to attend the funeral to such number of employees as the Superintendent deems appropriate.

A leave of one day with full pay (to be used in hourly increments) will be granted to attend the funeral of friends or relatives not covered in items above. Written request must be made to the supervisor 48 hours in advance of the leave, if possible.

Emergency Leave

Each full-time employee supporting specialty programs may be granted one day of paid leave per year due to emergency cause. Said leave is dependent upon the Superintendent’s or designee’s approval. Emergency leave is intended to provide leave with full salary in case of a serious emergency that prohibits the employee from working on a particular day. Emergency leave is not to be used for personal business or in situations where other solutions can be arranged. Emergency business must be of a critical nature and such that it cannot be conducted at any time other than during work hours. Requests for emergency leave are to be approved in advance whenever possible. Such requests are to be submitted to the appropriate administrator in writing on the form provided. In the event of an emergency that prohibits prior approval, permission may be secured by telephone or in person and then followed by a written request within five days of the staff member’s return. Emergency leave is not deducted from sick leave.
Extended Leave

An employee who has exhausted sick leave available shall be granted a leave of absence without pay up to one year because of personal illness or disability. The District shall continue to pay premiums for medical insurance, term life insurance and dental insurance for the duration of said leave, but not beyond 12 months in all events.

Holiday

The School Board will provide paid holidays to twelve (12) month employees as follows:

- Independence Day (1)
- Labor Day (1)
- Thanksgiving Day (2)
- Winter Holidays (2)
- New Years (2)
- Spring Holidays (2)
- Memorial Day (1)

The two spring holidays are selected to correspond with the Spring break and/or Good Friday.

The School Board will provide paid holidays to ten (10) and eleven (11) month employees as follows:

- Labor Day (1)
- Thanksgiving Day (1)
- Winter Holidays (1)
- New Years (1)
- Memorial Day (1)

Leave for Family Illness – Hospitalization

A paid leave of not more than two (2) days will be granted to an employee where a member of his/her immediate family is admitted to a hospital overnight, or for out-patient services, or is admitted for same day surgery. For this purpose, immediate families shall be limited to spouse, parent, child, brother, sister, grandchild, or any member of the regular household of the employee. Only one leave of not more than two days will be granted for repeated hospitalization for the same person for the same general condition.

Medical Leave for Employee

For a personal medical condition, which has resulted or will result in the employee’s absence from work for a period of greater than two weeks, the employee shall provide a medical release form from the employee’s physician. When a medical condition requiring the employee’s absence is known to the employee prior to the leave, the doctor’s release shall estimate the beginning and ending dates of the leave.

Personal Leave

Employees shall be granted two days of personal paid leave per school year. Personal leave may be used in the following increments: one day, one-half (½) day, or one-quarter (¼) day. Hourly employees may use hourly increments with approval from their supervisor. Any employee desiring personal leave shall submit a request in writing at least five days in advance of the
requested leave day. Personal leave shall be non-accumulative. Personal leave can be used before or after a holiday.

**Predetermined Temporary Disability Leave**

Except as hereafter modified, all policies, rules and regulations applicable to employees who are granted sick leave shall be applicable to employees applying for predetermined temporary disability leave, to the extent of an employee’s accumulated earned sick leave and shall be paid only during the time of medical confinement which shall be the time medically indicated up to termination and recommencement of duties.

An employee shall notify their supervisor or designee as soon as the necessity for taking sick leave becomes known to the employee.

Following a predetermined temporary disability leave, the employee shall furnish a statement from his/her physician setting forth the date that he/she became incapacitated due to personal illness and unable to perform their normal duties, and the date that such incapacity terminated. Sick leave benefits, to the extent of accumulated sick leave earned, shall be paid only for such period of incapacity.

The determination of whether and/or when the employee is capable of returning to work following the predetermined temporary disability shall be made in consultation with the employee, the Superintendent or designee, and the employee’s physician, and may also be in consultation with a physician of the District’s own choosing.

A leave of absence beyond the time of incapacity described above shall be granted or denied without salary or sick leave benefits in the same manner and for the same reasons as leaves of absence granted to all employees.

**Religious Holidays**

Any employee whose recognized religious affiliation requires the observation of recognized religious holidays of the employee’s faith, other than those scheduled in the school calendar, shall be excused by the Superintendent or designee, for said religious holidays. Religious leave shall be on a non-paid basis.

**Severe Weather Days**

Occasionally it is necessary for the District to cancel school due to weather conditions. If this takes place during regular duty hours, employees supporting specialty programs are to remain on duty until dismissed by the Superintendent or designee.

When it is necessary to dismiss due to weather or other conditions, the Superintendent shall dismiss employees. If the decision is made to cancel school due to snow and ice for the day, the employees supporting specialty programs will not report for work. If the decision is made to have a two hour late start due to snow or ice, the employees supporting specialty programs will also have a two hour late start. However, on the rare occasions when we have a two hour late start or student cancellation day only due to temperature, the ESC remains open, twelve month employees supporting specialty programs will report on time, unless dismissed by the Superintendent or designee. A Blackboard call is sent to all staff alerting them of the decision.
Sick Leave

All full-time, 12 month employees supporting specialty programs are entitled to 17 days of annual sick leave accumulative to 130 days. Maximum accumulated sick days are 130 plus the 17 annual sick leave days. All full-time, 10 month employees supporting programs are entitled to 15 days of annual sick leave accumulative to 130 days. Maximum accumulated sick days are 130 plus the 15 annual sick leave days.

Sick Leave Use Options

Sick leave shall be used for the employee’s own personal illness, which does not allow the employee to be present at work. Five (5) sick leave days per year may be used to care for immediate family members (limited to spouse, son or daughter, mother, father, parent-in-law, brother, sister or other member of the employee’s household). One (1) sick leave day per year may be used for attending a funeral not covered under Bereavement (may be used in hourly increments).

Vacations

In order to encourage 12 month employees to use their vacation time the maximum number of vacation days that may be carried over from one year to another is five (5). All vacation days, except five (5) days, must be used by July 31 of the next contract year. Vacation time will be available upon hire, and will be pro-rated based on days worked the first year. Vacation time is earned by 12 month salaried employees supporting specialty programs according to the following schedule:

- 3 weeks (15 days) the first year
- 4 weeks (20 days) after 10 full years
- 5 weeks (25 days) after 20 full years

Vacation time is earned by 12 month hourly employees supporting specialty programs according to the following schedule:

- 2 weeks (10 days) for the first year
- 3 weeks (15 days) after 5 full years
- 4 weeks (20 days) after 10 full years
- 5 weeks (25 days) after 20 full years

Ten month employees supporting specialty programs do not earn vacation time.
PROFESSIONAL DEVELOPMENT

In-service Training

It is recognized that in-service training is an important and integral part of the continuing improvement of skills. Provisions should be made each year for the furthering of these various areas of proficiency. Employees supporting specialty programs are encouraged, at the discretion of their supervisor, to attend workshops or seminars that will enhance and improve their skills.
Hiring and Placement of Employees

The Director of Human Resources and the supervisor of the area where an opening exists shall be responsible for the selection of employees for open positions.

Method of Payment

Salaries shall be paid on a monthly basis for salaried employees. Wages shall be paid on a bi-weekly basis for hourly employees.

Overtime Pay

Work beyond the regular work schedule for hourly employees is discouraged, but if you have authorization to work overtime, this time is paid at the rate of one and one-half (1 ½) times the regular hourly rate. Full-time employees must work their daily schedule on their assigned work days before applying for overtime pay. All overtime pay must have prior written approval from the employee's supervisor. Compensatory time may be used, but must be in writing and approved by the employee's supervisor. Compensatory time shall also be at the rate of one and one-half hours.

Payroll Deductions

Upon appropriate written authorization from an employee, the Board shall deduct from the salary of any employee and shall make appropriate remittance for annuities, credit union, savings bonds, charitable donations, insurance or any other plans or programs approved by the Board.
WORK DAY

Duty Hours

Employees who are assigned full-day, full-week schedules normally work eight hours each workday, or a total of 40 hours each week. Individual assignments may vary.

Lunch Periods

Employees supporting specialty programs are provided a 30 or 60-minute lunch period based on position and department needs, and approved by your supervisor. Lunch periods are non-compensated time and are not included in regular duty hours. Lunch periods should be coordinated so that the office is adequately staffed.
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EMPLOYEE EVALUATION PROCEDURES

Evaluation

Evaluation is recognized as a vital part of the District's program for improvement. All ESC Administrative Assistant employees are to be formally evaluated at least every three years. It is recommended that all new employees be evaluated once formally in their first year of employment.
Insurance

The Board shall provide a benefit equal to $832 per month to all full-time employees working 30 hours or more per week. The Board will use the benefit amount to pay the following group insurance programs for full-time employees: the lowest medical insurance premium option, single dental, and employee basic term life insurance. The difference between the monthly benefit amount and the Board provided insurance programs will be given to the employee to use for other insurance coverages, or to be given as a cash benefit. The District Insurance Committee consisting of employees from all work groups will oversee and provide recommendations to the Board regarding plan design options.
### LEAVE OF ABSENCES

#### Absence without Pay

The Superintendent or designee may authorize an absence without pay. For such absences, deductions from the employee’s salary will be made in accordance with the District’s pay deduction regulations. The employee shall make application for authorization in advance. Length of service and the purpose of the absence, as well as the number of previous requests, shall be factors in the decision as to authorization. Involuntary absence not heretofore provided for may be excused. The employee shall make application immediately for excuse for such absence; the deductions in salary shall be made unless such deductions are specifically waived.

#### Bereavement

A leave of not more than five days, with full pay, will be granted in case of a death in the immediate family of the ESC Administrative Assistant employee; said immediate family to be limited to the following relatives: parent, parent-in-law, child, spouse, brother, sister, or any member of the household of the administrative assistant. A leave of not more than three days, with full pay, will be granted in the event of the death of a son-in-law, daughter-in-law, or grandchild.

A leave of not more than two days, with full pay, will be granted in the case of a death of the following relatives of the ESC Administrative Assistant employee, including: grandparent, grandparent-in-law, brother or sister-in-law, uncle, aunt, uncle-in-law, aunt-in-law, nephew, niece, nephew-in-law, niece-in-law, or first cousin, except if such relatives are members of the household of the ESC Administrative Assistant employee, then three days of paid leave will be granted.

In the event of the death of a fellow employee or student in the Sioux City Community School District, the Superintendent or designee shall grant sufficient time to attend the funeral to such number of employees as the Superintendent deems appropriate.

A leave of one day with full pay (to be used in hourly increments) will be granted to attend the funeral of friends or relatives not covered in items above. Written request must be made to the supervisor 48 hours in advance of the leave, if possible.

#### Compensation for Unused Leave

Employees shall be compensated for unused leave on the following basis:

<table>
<thead>
<tr>
<th>Number of Sick Leave Days Used</th>
<th>Amount of Compensation</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>$125.00</td>
</tr>
<tr>
<td>1</td>
<td>$100.00</td>
</tr>
<tr>
<td>2</td>
<td>$ 95.00</td>
</tr>
</tbody>
</table>

The bonus will be paid following the contract year during which it was earned.
Emergency Leave

Each full-time ESC Administrative Assistant employee may be granted one day of paid leave per year due to emergency cause. Said leave is dependent upon the Superintendent's or designee's approval. Emergency leave is intended to provide leave with full salary in case of a serious emergency that prohibits the employee from working on a particular day. Emergency leave is not to be used for personal business or in situations where other solutions can be arranged. Emergency business must be of a critical nature and such that it cannot be conducted at any time other than during work hours. Requests for emergency leave are to be approved in advance whenever possible. Such requests are to be submitted to the appropriate administrator in writing on the form provided. In the event of an emergency that prohibits prior approval, permission may be secured by telephone or in person and then followed by a written request within five days of the staff member’s return. Emergency leave is not deducted from sick leave.

Extended Leave

An employee who has exhausted sick leave available shall be granted a leave of absence without pay up to one year because of personal illness or disability. The District shall continue to pay premiums for medical insurance, term life insurance and dental insurance for the duration of said leave, but not beyond 12 months in all events.

Holiday

The School Board will provide paid holidays to those who are eligible for the following:

<table>
<thead>
<tr>
<th>Independence Day (1)</th>
<th>Floating Holiday (1)*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Labor Day (1)</td>
<td>New Years (2)</td>
</tr>
<tr>
<td>Thanksgiving Day (2)</td>
<td>Spring Holidays (2)</td>
</tr>
<tr>
<td>Winter Holidays (2)</td>
<td>Memorial Day (1)</td>
</tr>
</tbody>
</table>

The two spring holidays are selected to correspond with the Spring break and/or Good Friday. *The floating holiday is selected to correspond with the Winter Holidays. The floating holiday is for administrative assistants only.

Leave for Family Illness – Hospitalization

A paid leave of not more than two (2) days will be granted to an employee where a member of his/her immediate family is admitted to a hospital overnight, or for out-patient services, or is admitted for same day surgery. For this purpose, immediate families shall be limited to spouse, parent, child, brother, sister, grandchild, or any member of the regular household of the employee. Only one leave of not more than two days will be granted for repeated hospitalization for the same person for the same general condition.

Medical Leave for Employee

For a personal medical condition which has resulted or will result in the employee’s absence from work for a period of greater than two weeks, the employee shall provide a medical release form from the employee’s physician. When a medical condition requiring the employee’s absence is
known to the employee prior to the leave, the doctor's release shall estimate the beginning and ending dates of the leave.

**Personal Leave**

Employees shall be granted two days of personal paid leave per school year. Personal leave may be used in the following increments: one day, one-half (½) day, or hourly upon supervisor approval. Any employee desiring personal leave shall submit a request in writing at least five days in advance of the requested leave day. Personal leave shall be non-accumulative. Personal leave can be used before or after a holiday.

**Predetermined Temporary Disability Leave**

Except as hereafter modified, all policies, rules and regulations applicable to employees who are granted sick leave shall be applicable to employees applying for predetermined temporary disability leave, to the extent of an employee’s accumulated earned sick leave and shall be paid only during the time of medical confinement which shall be the time medically indicated up to termination and recommencement of duties.

An employee shall notify their supervisor or designee as soon as the necessity for taking sick leave becomes known to the employee.

Following a predetermined temporary disability leave, the employee shall furnish a statement from his/her physician setting forth the date that he/she became incapacitated due to personal illness and unable to perform their normal duties, and the date that such incapacity terminated. Sick leave benefits, to the extent of accumulated sick leave earned, shall be paid only for such period of incapacity.

The determination of whether and/or when the employee is capable of returning to work following the predetermined temporary disability shall be made in consultation with the employee, the Superintendent or designee, and the employee’s physician, and may also be in consultation with a physician of the District's own choosing.

A leave of absence beyond the time of incapacity described above shall be granted or denied without salary or sick leave benefits in the same manner and for the same reasons as leaves of absence granted to all employees.

**Religious Holidays**

Any employee whose recognized religious affiliation requires the observation of recognized religious holidays of the employee’s faith, other than those scheduled in the school calendar, shall be excused by the Superintendent or designee, for said religious holidays. Religious leave shall be on a non-paid basis.
Severe Weather Days

Occasionally it is necessary for the District to cancel school due to weather conditions. If this takes place during regular duty hours, ESC Administrative Assistants are to remain on duty until dismissed by the Superintendent or designee.

When it is necessary to dismiss due to weather or other conditions, the Superintendent shall dismiss employees. If the decision is made to cancel school due to snow or ice for the day, the ESC will be closed. If the decision is made to have a two hour late start due to snow or ice, the ESC will also have a two hour late start. However, on the rare occasions when we have a two hour late start or student cancellation day only due to temperature, the ESC staff will report on time, unless dismissed by the Superintendent or designee. A Blackboard call is sent to all staff alerting them of the decision.

Sick Leave

All full-time, 12 month ESC Administrative Assistant employees are entitled to 17 days of annual paid sick leave accumulative to 130 days. All part-time ESC Administrative Assistant employees shall be entitled to annual sick leave days and accumulative days as compared to the actual time worked. Maximum accumulated sick days is 130 plus the 17 annual sick leave days.

Sick Leave Bank

The District will provide a bank of 20 paid days per school year to be available when a member has used up their available sick leave days. One to a maximum of 10 days per request may be awarded. A member will make the request for days from the sick leave bank with the chairperson of the ESC administrative assistants, and must be approved by both the chairperson and the Director of Human Resources. Days remaining in the sick leave bank at the close of the school year (June 30) will not be carried over to the next school year.

Sick Leave Use Options

Paid sick leave shall be used for the employee’s own personal illness, which does not allow the employee to be present at work. Five (5) sick leave days per year may be used to care for immediate family members (limited to spouse, son or daughter, mother, father, parent-in-law, brother, sister or other member of the employee’s household). One (1) sick leave day per year may be used for attending a funeral not covered under Bereavement (may be used in hourly increments).

Vacations

In order to encourage 12 month employees to use their paid vacation time the maximum number of vacation days that may be carried over from one year to another is five (5). All vacation days, except five (5) days, must be used by July 31 of the next contract year. Vacation time is earned by 12 month ESC Administrative Assistant employees according to the following schedule:

- 2 weeks (10 days) for the first year
- 3 weeks (15 days) after 5 full years
• 4 weeks (20 days) after 10 full years
• 5 weeks (25 days) after 20 full years

Length of service is determined by consecutive years of service in the District. Vacation time will be available upon hire, and will be pro-rated based on days worked the first year.
PROFESSIONAL DEVELOPMENT

In-service Training

It is recognized that in-service training is an important and integral part of the continuing improvement of skills. Provisions should be made each year for the furthering of these various areas of proficiency. ESC Administrative Assistants are encouraged, at the discretion of their supervisor, to attend workshops or seminars that will enhance and improve their skills.
**STAFF REDUCTION PROCEDURES**

**Staff Reduction**

When one or more ESC administrative assistants are to be terminated because of lack of work or other legitimate reasons as determined by the Superintendent, the following system-wide procedure should determine the order in which the administrative assistant shall be terminated:

1. An administrative assistant whose performance the preceding year did not meet the expectations of the District (overall unsatisfactory) shall be the first terminated. Said performance would be based upon written evaluation procedures.

2. Employees who are on a probationary status (working within their first 90 days) shall be terminated next.

3. When an administrative assistant must still be reduced following the invoking of Sections A and B, the concept of “most qualified” will be used. When in the judgment of the Superintendent or designee, employees whose skills, abilities, qualifications and evaluations are judged to be equal, then the least senior employees will be reduced.

4. All administrative assistants will be considered as one group and will not be divided into categories.

**Recall**

Displaced continuing employees will be given priority for an available position over those who seek a voluntary transfer. This concept is intended to eliminate “bumping.”

An official seniority list will be developed annually by the Human Resources Office. Seniority will be based on total District service. Years of service with the District will be carried from administrative assistant/aide for seniority purposes of uninterrupted service.

Some positions that require unique training may be exempt from the total reduction plan. The Superintendent or designee shall be the individual to determine if a position is exempt due to the unique or special training required.

In an effort to keep as many people employed as possible, the District will offer fewer hours of employment. If an individual rejects these reduced or limited hours, they will then be offered to another employee.

Those who are laid off will be called back in reverse order with the most senior person in the group returned first, unless the employee’s performance was not satisfactory while an active employee. All employees on recall, with satisfactory work performance, will be returned before new employees are hired, as long as the former employee is considered to be qualified. Since qualification is such an important factor in determining administrative assistant’s assignments, the Human Resources Office should be given the option to move people in to the jobs which are most qualified as long as all persons involved are in agreement.
**WAGES**

**Advancement on the Salary Schedule**

All employees are entitled to advance one step vertically for each contract year in which their service is evaluated as satisfactory overall.

**Bilingual Administrative Assistants**

Bilingual Administrative Assistants, who will use this skill in their position, will have $.35 added to their regular hourly salary. The ESL office will perform a test to determine if the assistant has the required skill set.

**Hiring, Placement and Transfer of Employees**

The Director of Human Resources and the supervisor of the area where an opening exists shall be responsible for the selection of employees for ESC Administrative Assistant positions.

Newly-hired administrative assistants from outside the District shall be paid at the Step One up to Step Three rate of the ESC administrative assistant’s salary schedule. The Director of Human Resources may give an administrative assistant or instructional assistant transferring from within another building in the District credit for experience within the District, starting salary not to exceed Step Three of the ESC administrative assistant schedule.

At the beginning of the second full year of service and upon completion of one full year of service (July to June), an administrative assistant hired from outside the District may advance on the ESC salary schedule two additional steps. Upon the supervisor’s recommendation and approval by the Director of Human Resources, an administrative assistant may advance on the ESC salary schedule up to and including Step Five at the beginning of their second full year of service. The administrative assistant will advance on the ESC salary schedule one step per year thereafter.

Seniority within the ESC administrative assistant group is based solely on years of service within the ESC building. In the filling of vacancies, Education Service Center employees will be considered before any outside applicant is hired.

**Method of Payment and Longevity**

Wages shall be paid on a bi-weekly basis. Longevity shall be paid on a monthly basis according to the following schedule:

- **15 - 19 Years**: $90 per month ($1080/year)
- **20 - 24 Years**: $130 per month ($1560/year)
- **25 Years or more**: $150 per month ($1800/year)

Length of service is determined by consecutive years of service in the District.
Overtime Pay

Work beyond the regular work schedule is discouraged, but if you have authorization to work overtime, this time is paid at the rate of one and one-half (1 ½) times the regular hourly rate. Full-time employees must work their daily schedule on their assigned work days before applying for overtime pay. All overtime pay must have prior written approval from the employee’s supervisor.

Payroll Deductions

Upon appropriate written authorization from an employee, the Board shall deduct from the salary of any employee and shall make appropriate remittance for annuities, credit union, savings bonds, charitable donations, insurance or any other plans or programs approved by the Board.

Temporary Additional Rate

Administrative Assistants, who are assigned additional duties due to another Administrative Assistant’s extended absence of six (6) weeks or longer, will be considered for a rate increase during the assignment. If approved by the Superintendent and the Board, the Administrative Assistant will receive a percentage of their current rate, based on duties assigned.
WORK DAY

Breaks

One morning and one afternoon paid break of 15 minutes each shall be provided to each ESC Administrative Assistant employees. Break time should be coordinated so that the office is adequately staffed. Break periods may be added to lunch periods for a special reason only with prior approval of their supervisor.

Duty Hours

Employees who are assigned full-day, full-week schedules normally work eight hours each workday, or a total of 40 hours each week. Full-time employment is based on at least 30 hours per week. Most Educational Service Center employees work from 8:00 a.m. to 5:00 p.m. or from 7:30 a.m. to 4:30 p.m.

Lunch Periods

All full-time ESC Administrative Assistant employees are provided a 60-minute lunch period. Lunch periods are non-compensated time and are not included in regular duty hours. Lunch periods should be coordinated so that the office is adequately staffed.